



Joint Meeting of the WRCOG Executive Committee and Supporting Foundation

AGENDA

**Monday, August 4, 2025
2:00 PM**

**County of Riverside Administrative Center
4080 Lemon Street, 1st Floor, Board Chambers
Riverside, CA 92501**

**Members of the public are welcome to participate
remotely from any location. Committee member
participation is limited to locations that are listed on the
published agenda.**

[Public Zoom Link](#)

**Meeting ID: 893 7088 6219
Passcode: 20252025**

In compliance with the Americans with Disabilities Act and Government Code Section 54954.2, if special assistance is needed to participate in the Executive Committee meeting, please contact WRCOG at (951) 405-6706. 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.

1. CALL TO ORDER (Brenda Dennstedt, 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 June 13, 2025, Meeting of the Executive Committee

Requested Action(s): 1. Approve the Action Minutes from the June 13, 2025, meeting of the Executive Committee.

B. Fiscal Activities Update

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

C. Report out of WRCOG Representatives on Various Committees

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

D. I-REN Monthly Activities Update

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

E. Purchase and Sale Agreement with First National Assets

Requested Action(s):

1. Adopt Resolution Number 22-25; A Resolution of the Executive Committee of the Western Riverside Council of Governments approving a Purchase and Sale Agreement for the sale of Assessment Installment Receivables.
2. Authorize the Executive Director, or designee, to enter into a Purchase and Sale Agreement, substantially as to form, with First National Assets for the purchase of delinquent assessment receivables.

F. Professional Services Agreements for On-Call Planning Services with Birchline Planning LLC, Blais & Associates, Fehr & Peers, GHD, Michael Baker International, National Community Renaissance (National CORE), PlaceWorks, and WSP

Requested Action(s):

1. Authorize the Executive Director to execute an On-Call Professional Services Agreement between WRCOG and Birchline Planning, LLC, for support to WRCOG and its

- member agencies with planning activities and advisory services in an amount not-to-exceed \$400,000, for a term through June 30, 2028. Any changes to the Agreement are subject to consultation by legal counsel.
2. Authorize the Executive Director to execute the renewal of the On-Call Professional Services Agreement between Blais & Associates for support to WRCOG and its member agencies with grant writing services in an amount not-to-exceed \$150,000, for a term through June 30, 2028. Any changes to the Agreement are subject to consultation by legal counsel.
 3. Authorize the Executive Director to execute the renewal of the On-Call Professional Services Agreement between WRCOG and Fehr & Peers for support to WRCOG and its member agencies with transportation planning activities and advisory services in an amount not-to-exceed \$400,000, for a term through June 30, 2028. Any changes to the Agreement are subject to consultation by legal counsel.
 4. Authorize the Executive Director to execute the renewal of the On-Call Professional Services Agreement between WRCOG and GHD for support to WRCOG and its member agencies with transportation planning activities and advisory services in an amount not-to-exceed \$400,000, for a term through June 30, 2028. Any changes to the Agreement are subject to consultation by legal counsel.
 5. Authorize the Executive Director to execute the renewal of the On-Call Professional Services Agreement between WRCOG and Michael Baker International for support to WRCOG and its member agencies with planning and transportation planning activities and advisory services in an amount not-to-exceed \$400,000, for a term through June 30, 2028. Any changes to the Agreement are subject to consultation by legal counsel.
 6. Authorize the Executive Director to execute the renewal of the On-Call Professional Services Agreement between WRCOG and National Community Renaissance (National CORE) for support to WRCOG and its member agencies with planning activities and advisory services in an amount not-to-exceed \$400,000, for a term through June 30, 2028. Any changes to the Agreement are subject to consultation by legal counsel.
 7. Authorize the Executive Director to execute the renewal of the On-Call Professional Services Agreement between WRCOG and Placeworks for support to WRCOG and its member agencies with planning activities and advisory services in an amount not-to-exceed \$400,000, for a term through June 30, 2028. Any changes to the Agreement are subject to consultation by legal counsel.
 8. Authorize the Executive Director to execute the renewal of the On-Call Professional Services Agreement between WRCOG and WSP for support to WRCOG and

its member agencies with planning, grant writing and transportation planning activities, and advisory services in an amount not-to-exceed \$400,000, for a term through June 30, 2028. Any changes to the Agreement are subject to consultation by legal counsel.

G. Memorandum of Understanding between WRCOG and Los Angeles County for the California Energy Commission Equitable Building Decarbonization Grant Program

Requested Action(s):

1. Authorize the Executive Director to execute a Memorandum of Understanding with Los Angeles County for the California Energy Commission Equitable Building Decarbonization Grant Program.

H. Approval of an Agreement between WRCOG and the Inland Empire Community Foundation to Administer the California Energy Commission Equitable Building Decarbonization Program

Requested Action(s):

1. Authorize the Executive Director to execute an agreement with the Inland Empire Community Foundation for the administration of the California Energy Commission Equitable Building Decarbonization Program in the I-REN region.

I. Approval of General Assembly and Executive Committee Meeting Schedules for 2025

Requested Action(s):

1. Approve the schedule of General Assembly and Executive Committee meetings for 2025.

J. TUMF Program Activities: Approval of one TUMF Reimbursement Agreement and two TUMF Reimbursement Agreement Amendments

Requested Action(s):

1. Authorize the Executive Director to execute a TUMF Reimbursement Agreement with the County of Riverside for the Construction Phase of the Van Buren Boulevard (Jurupa Grade Separation) project in an amount not to exceed \$7,000,000.
2. Authorize the Executive Director to execute a first TUMF Reimbursement Agreement Amendment with the Riverside County Transportation Commission for the Planning Phase of the I-10 / Highland Springs Interchange Improvement Project in an amount not to exceed \$5,500,000.
3. Authorize the Executive Director to execute a first TUMF Reimbursement Agreement Amendment with the City of Jurupa Valley for the Right-of-Way and Construction Phases of the Market Street (Rubidoux to Santa Ana River) Road Improvement Project in an amount not to exceed \$4,210,000.

K. Approval of the 2025 TUMF Central, Northwest, Hemet / San Jacinto, and Pass Zones' 5-Year Transportation Improvement Programs

Requested Action(s):

1. Approve the 2025 TUMF Central Zone 5-Year

- Transportation Improvement Program.
2. Approve the 2025 TUMF Northwest Zone 5-Year Transportation Improvement Program.
3. Approve the 2025 TUMF Hemet / San Jacinto Zone 5-Year Transportation Improvement Program.
4. Approve the 2025 TUMF Pass Zone 5-Year Transportation Improvement Program.

L. Vehicle Miles Traveled Mitigation Program - Riverside Transit Agency Credit Generator Participation Agreement

Requested Action(s):

1. Authorize the Executive Director to execute a Credit Generator Participation Agreement with the Riverside Transit Agency for the Vehicle Miles Traveled Mitigation Program.

M. Approval of a Professional Services Agreement for Grant Management and Project Controls with Mott MacDonald

Requested Action(s):

1. Authorize the Executive Director to execute a Professional Services Agreement between WRCOG and Mott MacDonald for grant management and project controls for the Western Riverside Municipal Green Zones Project, in an amount not-to-exceed \$88,000, for a term through March 15, 2027.

N. Resolution Authorizing Access to State and Federal Level Summary Criminal History Information for Employees, Interns, and Volunteers

Requested Action(s):

1. Adopt Resolution Number 23-25: A Resolution of the Executive Committee of the Western Riverside Council of Governments authorizing access to State and Federal level summary criminal history information for employees, interns, and volunteers.

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. WRCOG 2026 General Assembly & Leadership Address Speaker Selection by the WRCOG Supporting Foundation

Requested Action(s):

1. Authorize the Supporting Foundation Secretary to execute an agreement with the Washington Speakers Bureau to secure a speaker selected by the WRCOG Supporting Foundation, in an amount not to exceed the chosen speaker fee decided at this meeting, plus travel, meal, lodging expenses, and contingencies.
2. Authorize the Supporting Foundation Secretary to take any necessary actions to carry out the purpose and intent of this authorization.

7. REPORT FROM THE TECHNICAL ADVISORY COMMITTEE CHAIR

Clara Miramontes, City of Perris

8. REPORT FROM COMMITTEE REPRESENTATIVES

*CALCOG, Brian Tisdale
SANDAG Borders Committee, Colleen Wallace
SAWPA OWOW Steering Committee, Wes Speake
SCAG Regional Council and Policy Committee Representatives
[WRCOG Ad Hoc Committees](#)
I-REN Executive Committee*

9. REPORT FROM THE EXECUTIVE COMMITTEE CHAIR

Brenda Dennstedt, Western Water

10. REPORT FROM THE EXECUTIVE DIRECTOR

Dr. Kurt Wilson

Access the report [here](#).

11. ITEMS FOR FUTURE AGENDAS

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

12. GENERAL ANNOUNCEMENTS

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

13. NEXT MEETING

The next Joint WRCOG Executive Committee and Supporting Foundation meeting has not been scheduled. The next Executive Committee is scheduled for Monday, September 8, 2025, at 2:00 p.m., in the County of Riverside Administrative Center, 4080 Lemon Street, 1st Floor, Board Chambers, Riverside.

14. ADJOURNMENT

Joint Meeting of the WRCOG Executive Committee and Supporting Foundation

Action Minutes

1. CALL TO ORDER

The meeting of the WRCOG Executive Committee was called to order by Chair Brenda Dennstedt at 10:01 a.m., on Friday, June 13, 2025, at the Pechanga Resort Casino, 45000 Pechanga Pkwy, Summit Ballroom A, Temecula.

2. PLEDGE OF ALLEGIANCE

Committee member Yxstian Gutierrez led Committee members and guests in the Pledge of Allegiance.

3. ROLL CALL

- City of Banning - Sheri Flynn
- City of Beaumont - Mike Lara
- City of Calimesa - Jeff Cervantez
- City of Canyon Lake - Dale Welty
- City of Corona - Jacque Casillas
- City of Eastvale - Christian Dinco
- City of Jurupa Valley - Chris Barajas
- City of Lake Elsinore - Brian Tisdale
- City of Menifee - Bob Karwin
- City of Murrieta - Lori Stone
- City of Norco - Kevin Bash
- City of Perris - Michael Vargas
- City of Riverside - Chuck Conder
- City of San Jacinto - Crystal Ruiz*
- City of Temecula - Jessica Alexander
- City of Wildomar - Joseph Morabito
- County of Riverside, District 2 - Karen Spiegel
- County of Riverside, District 3 - Chuck Washington
- County of Riverside, District 5 - Yxstian Gutierrez
- Western Water - Brenda Dennstedt (Chair)

*Arrived after Roll Call

Absent:

- City of Hemet
- City of Moreno Valley
- City of Perris

- County of Riverside, District 1
- Eastern Municipal Water District (EMWD)
- Riverside County Superintendent of Schools

4. PUBLIC COMMENTS

There were no public comments.

5. CONSENT CALENDAR

RESULT:	APPROVED AS RECOMMENDED
MOVER:	Perris
SECONDER:	Corona
AYES:	Banning, Beaumont, Calimesa, Canyon Lake, Corona, Eastvale, Jurupa Valley, Lake Elsinore, Menifee, Murrieta, Norco, Perris, Riverside, San Jacinto, Temecula, Wildomar, Dist. 2, Dist. 3, Dist. 5, Western Water

A. Action Minutes from the June 2, 2025, Meeting of the Executive Committee

Action:

1. Approved the Action Minutes from the June 2, 2025, meeting of the Executive Committee.

B. Approval of a Second Amendment to the Southern California Gas Company's Agreement for WRCOG to continue serving as the Regional Energy Pathways Ambassador

Actions:

1. Approved a Second Amendment to the Standard Services Agreement with Southern California Gas Company to increase the contract amount to \$327,929.00 and extend the term to June 30, 2027.
2. Approved a budget amendment to the Fiscal Year 2025/2026 Budget.

C. TUMF Program Activities Update: Approval of One TUMF Credit Agreement and One TUMF Reimbursement Agreement Amendment

Actions:

1. Authorized the Executive Director to execute a TUMF Credit Agreement between WRCOG, the City of Wildomar, and KB Home Coastal, Inc., for improvements of the public roadway of Jefferson Ave, from Starbucks Circle to City of Murrieta city limit, with a maximum credit of \$1,562,000.
2. Authorized the Executive Director to execute a TUMF Reimbursement Agreement Amendment with the City of Riverside for an increase in funding for the Third Street Grade Separation Project by \$2,500,000 to an amount not to exceed \$13,750,000.

D. Approval of Fiscal Year 2025/2026 Agency Salary Schedule

Action:

1. Adopted Resolution Number 20-25; A Resolution of the Executive Committee of the Western Riverside Council of Governments adopting the Fiscal Year 2025/2026 publicly available Salary Schedule effective July 1, 2025, through June 30, 2026, as required by the California Public

Employees' Retirement System.

E. TUMF Administrative Plan and Credit/Reimbursement Manual Update

Action:

1. Recommended that the Executive Committee approve the updated TUMF Administrative Plan and Credit/Reimbursement Manual.

F. Annual Used Oil Payment Program Authorization - Cycle 16

Action:

1. Adopted Resolution Number 21-25; A Resolution of the Executive Committee of the Western Riverside Council of Governments to support Regional Application – Used Oil Payment Program – 16.

G. Letter of Support for the Delta Conveyance Project

Action:

1. Authorized the Executive Director to submit the attached letter of support for the Delta Conveyance Project on custom letterhead that highlights the names and/or logos or seals of each member agency.

6. REPORTS / DISCUSSION

A. Commuting Patterns, Employment Locations, and Big Data Applications for WRCOG Member Agencies

Action:

1. Received and filed.

B. I-REN Energy Workforce Gaps Assessment and Memorandums of Understanding with Riverside and San Bernardino Counties' Workforce Development Departments

Action:

1. Authorize the WRCOG Executive Director to execute Memorandums of Understanding with Riverside County and San Bernardino County separately for further development of the I-REN Workforce Education and Training Program in an amount not-to-exceed \$1,500,000 per County for a term through December 31, 2027.

RESULT:	APPROVED AS RECCOMENDED
MOVER:	San Jacinto
SECONDER:	Dist. 3
AYES:	Banning, Beaumont, Calimesa, Canyon Lake, Corona, Eastvale, Jurupa Valley, Lake Elsinore, Menifee, Murrieta, Norco, Perris, Riverside, San Jacinto, Wildomar, Dist. 2, Dist. 3, Dist. 5, Western Water

C. Update on Coachella Valley Association of Governments' Projects, Programs, and Initiatives

Action:

1. Received and filed.

7. REPORT FROM THE EXECUTIVE COMMITTEE CHAIR

Chair Dennstedt had no report.

8. REPORT FROM THE EXECUTIVE DIRECTOR

Dr. Kurt Wilson requested that any Committee members who are interested in serving or continue serving on any ad hoc committee(s) to please reach out to Janis Leonard with that notice.

9. ITEMS FOR FUTURE AGENDAS

There were no items for future agendas.

10. GENERAL ANNOUNCEMENTS

Committee member Brian Tisdale thanked staff for another great General Assembly.

11. NEXT MEETING

The next Executive Committee meeting is scheduled for Monday, August 4, 2025, at 2:00 p.m., in the County of Riverside Administrative Center, 4080 Lemon Street, 1st Floor, Board Chambers, Riverside.

12. ADJOURNMENT

The meeting was adjourned at 11:38 a.m.



Western Riverside Council of Governments

Joint Meeting of the WRCOG Executive Committee and Supporting Foundation

Staff Report

Subject: Fiscal Activities Update

Contact: Andrew Ruiz, Chief Financial Officer, aruiz@wrcog.us, (951) 405-6741

Date: August 4, 2025

Recommended Action(s):

1. Receive and file.

Summary:

The Finance Department is currently working through its year-end close, which includes analyzing all of its accounts, accruing revenues and expenditures, and preparing year-end schedules in preparation for the annual audit. WRCOG has also finalized its Fiscal Year 2025/2026 budget.

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 2024/2025 Year-End Close: Staff are currently preparing for the Fiscal Year 2024/2025 year-end close, which includes preparing for the interim audit, analyzing all of WRCOG's accounts, and performing revenue and expenditure accruals. Staff anticipates closing the Agency's books by

September and beginning the audit in October.

Accounting System Transition: In Fiscal Year 2023/2024, staff issued a Request for Proposals for a new accounting system. The contract was awarded to Tyler Technologies, and implementation efforts began in Fiscal Year 2024/2025. WRCOG expects to complete the full transition of its payroll, human resources, and financial reporting functions to Tyler ERP Pro by the end of Fiscal Year 2025/2026. This new system is expected to streamline internal processes, improve operational efficiency, enhance transparency, and significantly strengthen the accuracy and effectiveness of WRCOG's financial management.

Financial Documents

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

Prior Action(s):

None.

Financial Summary:

Finance Department activities are included in the Agency's adopted Fiscal Year 2025/2026 Budget under the Finance Department under Fund 110.

Attachment(s):

None.



Western Riverside Council of Governments Joint Meeting of the WRCOG Executive Committee and Supporting Foundation

Staff Report

Subject: Report out of WRCOG Representatives on Various Committees
Contact: Chris Gray, Deputy Executive Director, cgray@wrcog.us, (951) 405-6710
Date: August 4, 2025

Recommended Action(s):

1. Receive and file.

Summary:

One key function of the Executive Committee is to appoint representatives to various external agencies, groups, and committees on behalf of WRCOG. This Staff Report provides a summary of activities related to appointments for CALCOG, the SANDAG Borders Committee, and the SAWPA OWOW Steering Committee.

Purpose / WRCOG 2022-2027 Strategic Plan Goal:

The purpose of this item to provide information regarding various external agencies, groups, and committees related to WRCOG where WRCOG has appointed one or more representative(s) to serve as its representative. This item supports WRCOG's 2022-2027 Strategic Plan Goal #4 (Communicate proactively about the role and activities of the Council of Governments).

Discussion:

CALCOG Board of Directors (Brian Tisdale)

The CALCOG Board of Directors met on May 27, 2025. Agenda highlights are as follows:

1. Authorization to Execute a Contract for the RIA Grant.
2. Update on Legislative Advocacy.
3. Achieving Consensus on SB 375 Reform.
4. Cap & Trade Coalition Update.
5. CALCOG Budget.

The next CALCOG Board of Directors meeting is scheduled for August 18, 2025.

SANDAG Borders Committee (Colleen Wallace)

The SANDAG Borders Committee met on June 27 and July 25, 2025. Agenda highlights are as follows:

June 27, 2025:

1. Calexico Intermodal Transportation Center.
2. United States-Mexico Transborder Pollution Environmental Crisis.

July 25, 2025:

1. Regional Beach Sand Project III - Phase 1.
2. San Diego Advanced Air Mobility Strategic Implementation Toolkit.

The next SANDAG Borders Committee meeting is scheduled for September 26, 2025.

SAWPA OWOW Steering Committee (Wes Speake)

The SAWPA OWOW Steering Committee has not met since its last meeting on May 22, 2025. The next SAWPA OWOW Steering Committee meeting is scheduled for September 25, 2025.

Prior Action(s):

None.

Financial Summary:

Appointed Committee members are paid \$150 to attend their respective meetings. WRCOG stipends are included in the Agency's adopted Fiscal Year 2024/2025 Budget under the Administration Department in the General Fund (Fund 110).

Attachment(s):

[Attachment 1 - CALCOG Board of Directors agenda May 27, 2025](#)

[Attachment 2 - SANDAG Borders Committee agenda June 27, 2025](#)

[Attachment 3 - SANDAG Borders Committee July 25, 2025](#)

Attachment

CALCOG Board of Directors agenda
May 27, 2025



California Association of
Councils of Governments

BOARD OF DIRECTORS MEETING AGENDA

California Association of Councils of Governments

1415 L Street, Suite 300
Sacramento, CA 95814

(916) 436-0040

BOARD OFFICERS

President: Britt Huff

South Bay Cities Council of Governments

First Vice President: Jan Harnik

Coachella Valley Assoc. of Governments

Second Vice President: Tim Hepburn

San Gabriel Valley Council of Governments

Past President: Robert Poythress
Madera County Transportation Commission

May 27th, 2:30 pm to
4 pm

Sacramento Area Councils of Governments (SACOG) Board Room

1415 L Street, Ste. 300 Sacramento, CA
95814

Zoom: <https://us02web.zoom.us/j/6759856183>

SITE NOTES

Third Floor, follow signs leading to the Board
Room. For questions, contact Natalie Zoma at
nzoma@calcog.org or (916) 436-0045.

BOARD MEETING AGENDA

STRATEGIC PRIORITY DISCUSSION				
2:30 pm	1	Call to Order, Welcome, Introductions		
2:35 pm	2	Approval of the Minutes	Action	8
2:38 pm	3	Executive Director's Report	Discussion	11
2:45 pm	4	Authorization to Execute a Contract for the RIA Grant	Action	12
2:47 pm	5	Update on Legislative Advocacy	Information	14
3:00 pm	6	Achieving Consensus on SB 375 Reform	Discussion	18
3:20 pm	7	Cap & Trade Coalition Update	Discussion	32
3:35 pm	8	CALCOG Budget	Action	35
4 pm	9	Adjourn.		

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CALCOG CALENDAR



- May 27:** (10:00 am to 2:30 pm) **CALCOG & SHCC Joint Legislative Day & CALCOG Board Meeting** (2:30 to 4:00 pm), **In Person & Virtual**, Sacramento. (Includes Meetings with State Agency Leaders; key Legislators) **CDAC and Board.**
- June 27:** (2:00 pm to 3:30 pm) **Short Business Meeting to Adopt Budget** (HOLD: if needed). **Virtual**
- August 1:** (10:00 am to 12:00 pm) **COG Directors Group (CDAC)** (Late Leg. Session Check-in). **Virtual**
- August 18:** (1:00 pm to 3:00 pm) **Board Meeting.** Hold: Late Session Policy Meeting (if needed to take end of Session positions on bills). **Virtual**
- Sept 29:** (2:00 to 3:30 pm). **Board Update Briefing** (HOLD: if needed). **Virtual**
- October 7:** (10:00 am to 12:00 pm). **COG Directors Group (CDAC)** Update Briefing. **In Person & Virtual**, Sacramento
- Nov. 7:** **Fall Board Meeting.** **In Person** (TBD). Dinner on the 6th (5:30 pm to 8:30 pm) & Fall Board Meeting on the 7th, (8:30 am to 2:00 pm)
- Dec 11:** (10:00 am to 2:00 pm). **Annual RTPA Leg Staff Mtg.** **In Person & Virtual**, Sacramento

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Board Roster



- **President, Britt Huff**, Mayor, City of Rolling Hills Estates, South Bay Cities Council of Gov'ts
- **First Vice President, Jan Harnik**, Council Member, Palm Desert, Coachella Valley Association of Gov'ts
- **Second Vice President Tim Hepburn**, Mayor, City of La Verne, San Gabriel Valley Council of Governments
- **Past President, Robert Poythress**, Supervisor, Madera County, Madera County Transportation Commission
- **David Haubert**, Supervisor, Alameda, Alameda County Transportation Commission.
- **Scott Funk**, Mayor Pro Tem, City of Gonzales, Association of Monterey Bay Area Governments
- **Chris Kelley**, Vice Mayor, City of Hercules, Contra Costa Transportation Authority
- **Brian Veerkamp**, Supervisor, El Dorado, El Dorado County Transportation Commission
- **Gary Yep**, Council Member, City of Kerman, Fresno Council of Governments
- **Stacy Atkins-Salazar**, Council Member, City of Arcata, Humboldt County Association of Governments
- **Mike Goodsell**, Councilmember, City of Holtville, Imperial County Transportation Commission
- **Bob Smith**, Council Member, City of Bakersfield, Kern Council of Governments
- **Doug Verboon**, Supervisor, Kings County, Kings County Association of Governments
- **Russell Cremer**, Councilmember, City of Clearlake, Lake County/City Area Planning Council
- **John Haschak**, Supervisor, Mendocino County, Mendocino Council of Governments
- **Josh Pedrozo**, Supervisor, Merced County, Merced County Association of Governments
- **Patrick Harper**, Council Member, City of Fountain Valley, Orange County Transportation Authority
- **Ken Broadway**, Council Member, City of Rocklin, Placer County Transportation Authority
- **Lloyd White**, Council Member, City of Beaumont, Riverside County Transportation Commission
- **Oscar Villegas**, Supervisor, Yolo County, Sacramento Area Council of Governments
- **Ignacio Velazquez**, Supervisor, San Benito County, Council of San Benito County of Governments
- **Alan Wapner**, Council Member, City of Ontario, San Bernardino County Transportation Authority
- **Lesa Heebner**, Mayor, City of Solana City, San Diego Association of Governments
- **Robert Rickman**, Supervisor, San Joaquin County, San Joaquin Council of Governments
- **Fred Strong**, City of Paso Robles, San Luis Obispo Council of Governments
- **Bob Nelson**, Supervisor, Santa Barbara County, Santa Barbara County Association of Governments
- **Manu Koenig**, Supervisor, Santa Cruz County, Santa Cruz County Regional Transportation Commission
- **Tenessa Audette**, Councilmember, City of Redding, Shasta Regional Transportation Agency
- **Steve Young**, Mayor, City of Benicia, Solano Transportation Authority
- **Lynda Hopkins**, Mayor, City of Santa Rosa, Sonoma County Transportation Authority
- **Margaret Finlay**, Council Member, City of Duarte, Southern California Association of Governments
- **Rachel Hernandez**, Mayor, City of Riverbank, Stanislaus Council of Governments
- **Cindy Gustafson**, Supervisor, Placer County, Tahoe Regional Planning Agency
- **Steve Teshara**, Board Representative, Tahoe Transportation District
- **Chaps Poduri**, Council Member, City of Pacific Grove, Transportation Agency for Monterey County
- **Rudy Mendoza**, Mayor, City of Woodlake, Tulare County Association of Governments
- **Jenny Crosswhite**, Councilmember, City of Santa Paula, Ventura County Transportation Commission
- **Brian Tisdale**, Council Member, City of Lake Elsinore, Western Riverside Council of Gov'ts

Vacancies: Association of Bay Area Governments, Butte County Association of Governments, Calaveras County Association of Government, City/County Association of San Mateo, Los Angeles County Metropolitan Transportation Authority, Napa Valley Transportation Authority, Santa Clara Valley Transportation Authority, Transportation Agency of Marin County, Orange County Council of Governments, Tuolumne County Transportation Commission, Cal Cities, California State Association of Counties

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CALCOG Rules of Order (for Meetings)



- **Brown Act Light.** CALCOG is a nonprofit social welfare entity organized under California law. We are not a public agency. Accordingly, though we typically apply procedures that are common for local government meetings, we are not required to operate that way.
- **Roll Call.** We often take roll as board members enter the room or sign in online. Staff will announce whether there is a quorum.
- **Quorum.** A requires that a majority of active directors be present. Once established, the meeting can proceed even if a number of members leave. A public agency member is deemed to have an active director when it has been represented at a board meeting within the last twelve months (including the current meeting).
- **Short-of-Quorum Procedure.** If we fail to have a quorum but have at least 10 members present at a regularly scheduled meeting, the board can proceed as an advisory body. Actions that are passed will be sent electronically to all other board members. When total affirmative responses from present and non-present members equals two thirds or more of all active members, the action will be affirmed.
- **Two Thirds Vote Requirement.** Our bylaws emphasize consensus. The Board adopted a two-thirds majority requirement to assure that actions are broadly supported by the membership.
- **Member Staff Participation.** Our board meetings are often attended by member agency staff. They often make contributions during discussion. We benefit from their expertise and experience. We generally welcome such input. The President has discretion to limit discussion to board members at any point.
- **Roberts Rules of Order.** We follow Robert Rules of Order. Pragmatically. If we are ever getting to a point that we are arguing details in procedure, the issue probably lacks the two-thirds majority needed to pass it in the first place.
- **For Virtual Meetings.** We ask that Board members keep their cameras on and that anyone in attendance who is not on the board or currently speaking turn their camera off.
- **Virtual Meeting Consensus Vote Procedure.** If President judges that there is broad concurrence on an item, in lieu of a roll call or voice vote, the chair may simply ask if there is any opposition or abstentions. The chair will then wait for an a few seconds to allow people to respond. If there is no response, the President may declare a unanimous vote. If a small number of nays and abstentions is registered, the President can declare a majority vote. If there are more than a few, or if any board member calls for it, we will take a roll call vote.

List of Acronyms

AB *Assembly Bill*: Proposed legislation introduced in the California State Assembly.

AFFH *Affirmatively Furthering Fair Housing*: A legal requirement to promote fair housing and eliminate discrimination.

AHSC *Affordable Housing and Sustainable Community*: A state grant program that funds projects combining affordable housing, transit, and active transportation to reduce greenhouse gas emissions.

AMPO *Association of Metropolitan Planning Organizations*: A national network that supports and advocates for MPOs in transportation planning and policy.

ATP *Active Transportation Program*: A state competitive grant program that funds projects that increase biking, walking, and safety.

Caltrans *California Department of Transportation*: The state agency responsible for the design, construction, operation, and maintenance of California's highway system.

CalSTA *California State Transportation Agency*: The state agency that develops and coordinates California's transportation policies and programs to achieve the state's mobility, safety, equity and environmental sustainability objectives.

CAPTI *Climate Action Plan for Transportation Infrastructure*: California's statewide strategy to align transportation investments with climate goals.

CARB *California Air Resources Board*: A part of the California Environmental Protection Agency (CalEPA) responsible for regulating air pollution and carbon emissions from mobile and stationary sources.

CARL *California Academy for Regional Leaders*: CALCOG's leadership development program for regional leaders.

CARLA *California Academy for Regional Leadership Alumni*: Alumni network of the CARL program.

CCJPA *Capitol Corridor Joint Powers Authority*: Oversees operations of the Capitol Corridor passenger rail service, connecting key Northern California regions.

CCC *Central Coast Coalition*: A regional alliance advocating for transportation funding and policy priorities across California's Central Coast.

CEQA *California Environmental Quality Act*: A statute that requires state and local agencies to identify and mitigate the environmental impacts of their projects and plans.

CDAC *COG Directors Association of California*: A subgroup within the California Association of Councils of

Governments (CALCOG). It serves as a forum for directors of regional planning agencies (COGs) to connect, share information, and advocate for their interests.

CHFA *California Housing Finance Agency*: A state agency that provides financing and programs to assist in the creation and preservation of affordable housing.

CMA *Congestion Management Agency*: Local agencies tasked with relieving traffic congestion and improving transportation planning.

CMAQ *Congestion Mitigation & Air Quality Program*: A federal funding program that supports transportation projects aimed at reducing traffic congestion and improving air quality, especially in areas not meeting air pollution standards.

CSAC *California State Association of Counties*: An organization representing county governments before the California Legislature and federal government.

CTC *California Transportation Commission*: A state agency responsible for programming and allocating funds for the construction of highways, passenger rail, and transit improvements.

DBE *Disadvantaged Business Enterprise*: A federal program that supports minority- and women-owned businesses in transportation contracting.

DAC *Disadvantaged Communities*: Communities identified as vulnerable due to socioeconomic or environmental challenges, often prioritized in state funding.

EIR *Environmental Impact Report*: A document required by CEQA that assesses the environmental effects of a proposed project.

EV *Electric Vehicle*: A car powered entirely or partially by electricity.

FHWA *Federal Highway Administration*: A division of the U.S. Department of Transportation specializing in highway transportation.

FTA *Federal Transit Administration*: A division of the U.S. Department of Transportation that provides financial and technical assistance to public transportation systems.

FTIP *Federal Transportation Improvement Program*: A multi-year list of federally funded transportation projects prioritized at the regional level.

FY *Fiscal Year*: A one-year period used for budgeting and accounting, differing from the calendar year.

GHG *Greenhouse Gas*: Gases that trap heat in the atmosphere and contribute to climate change, including CO₂ and methane.

GO Governor's Office: The executive branch leadership under the Governor, often shaping statewide policy initiatives.

HCD California Department of Housing and Community Development: A state agency that develops housing policy, building codes, and administers housing finance, economic development, and community development programs.

HUD U.S. Department of Housing and Urban Development: A federal department responsible for national policy and programs that address America's housing needs.

LAO Legislative Analyst's Office: Provides nonpartisan fiscal and policy advice to the California Legislature.

LCI Governor's Office of Land Use and Climate Innovation: The new name for the agency formerly known as OPR (Governor's Office of Planning and Research). The change took place in July 2024.

LTF Local Transportation Fund: Funds derived from a portion of the state sales tax allocated to local transportation needs.

MOU Memoranda of Understanding: A formal agreement between agencies or organizations outlining mutual goals and cooperation.

MPO Metropolitan Planning Organization: A federally-designated regional planning entity that represents urbanized areas with populations over 50,000, responsible for transportation planning and project selection.

NSSR North State Super Region: A coalition of Northern California regions advocating for rural infrastructure, economic development, and connectivity.

NARC National Association of Regional Counties: A national organization representing regional planning agencies and councils of government.

OPR Governor's Office of Planning and Research: A California state agency responsible for long-range planning and research. Now called LCI

OWP Overall Work Program: An annual roadmap for regional transportation planning activities and studies.

RCTF Rural Counties Task Force: a group of rural counties that meet regularly to help small counties remain informed, have a voice, and become involved with changing statewide transportation policies and programs.

RHNA Regional Housing Needs Allocation: A process that determines projected and existing housing needs for all jurisdictions in California.

RLF Regional Leadership Forum: CALCOG's annual conference.

RTP Regional Transportation Plan: A long-term blueprint of a region's transportation system, developed by an MPO or RTPA.

RTPA Regional Transportation Planning Agency: A state-designated agency responsible for regional transportation planning to meet state planning mandates.

SB Senate Bill: Proposed legislation introduced in the California State Senate.

SCS Sustainable Communities Strategy: A plan that integrates transportation, land-use, and housing policies to meet greenhouse gas reduction targets.

SJVPC San Joaquin Valley Policy Council: Collaborative body that represents the eight RTPAs of the San Joaquin Valley and works to develop unified policy positions.

SGC Strategic Growth Council: A cabinet-level committee that coordinates state agency efforts to improve environmental quality, expand affordable housing, enhance infrastructure, and support sustainable community planning.

SHCC Self Help Counties Coalition: An association of 25 counties with voter-approved transportation sales taxes advocating for local project funding and flexibility.

SHOPP State Highway Operations & Protection Programs: A funding program for maintaining and rehabilitating California's state highway system.

STIP State Transportation Improvement Program: A five-year plan directing state and regional transportation funding for capital projects.

TDA Transportation Development Act: A California law that provides funding for public transportation, bicycle and pedestrian projects, and local transportation through sales tax revenues.

TIRCP Transit and Intercity Rail Capital Program: Funds rail and transit capital projects that reduce greenhouse gas emissions.

VMT Vehicle Miles Traveled: A measure of the total miles driven by all vehicles in a specified region over a specific period.

ZEV Zero Emission Vehicle: A vehicle that emits no tailpipe pollution, including battery-electric and hydrogen fuel cell vehicles.

2

APPROVAL OF MARCH MINUTES



DRAFT

For Review & Approval

CALCOG Board Meeting Minutes March 15, 2024

Hybrid Meeting – Safe Credit Union Convention Center
1401 K St. Sacramento, CA 98514

1. Attendance

Attendance was taken visually as members logged into their accounts via the Zoom meeting platform: the following 25 board members attended the meeting

President, Britt Huff, Mayor, City of Rolling Hills Estates, South Bay Cities Council of Gov'ts

First Vice President, Jan Harnik, Council Member, Palm Desert, Coachella Valley Association of Gov'ts

Second Vice President Tim Hepburn, Mayor, City of La Verne, San Gabriel Valley Council of Governments

Past President, Robert Poythress, Supervisor, Madera County, Madera County Transportation Commission

Chris Kelley, Vice Mayor, City of Hercules, Contra Costa Transportation Authority

Gary Yep, Council Member, City of Kerman, Fresno Council of Governments

Stacy Atkins-Salazar, Council Member, City of Arcata, Humboldt County Association of Governments

Russell Cremer, Councilmember, City of Clearlake, Lake County/City Area Planning Council

John Haschak, Supervisor, Mendocino County, Mendocino Council of Governments

Patrick Harper, Council Member, City of Fountain Valley, Orange County Transportation Authority

Lloyd White, Council Member, City of Beaumont, Riverside County Transportation Commission

Oscar Villegas, Supervisor, Yolo County, Sacramento Area Council of Governments

Alan Wapner, Council Member, City of Ontario, San Bernardino County Transportation Authority

Lesa Heebner, Mayor, City of Solana City, San Diego Association of Governments

Robert Rickman, Supervisor, San Joaquin County, San Joaquin Council of Governments

Fred Strong, City of Paso Robles, San Luis Obispo Council of Governments

Bob Nelson, Supervisor, Santa Barbara County, Santa Barbara County Association of Governments

Manu Koenig, Supervisor, Santa Cruz County, Santa Cruz County Regional Transportation Commission

Tenessa Audette, Councilmember, City of Redding, Shasta Regional Transportation Agency

Steve Young, Mayor, City of Benicia, Solano Transportation Authority

Cindy Gustafson, Supervisor, Placer County, Tahoe Regional Planning Agency

Steve Teshara, Board Representative, Tahoe Transportation District

Chaps Poduri, Council Member, City of Pacific Grove, Transportation Agency for Monterey County

Rudy Mendoza, Mayor, City of Woodlake, Tulare County Association of Governments

Jenny Crosswhite, Councilmember, City of Santa Paula, Ventura County Transportation Commission

2. APPROVAL OF MINUTES

Action

The November 2024 minutes were approved. Motion by Steve Young; second by Tim Hepburn.

3. Executive Director Report

Information

Given the number of new members, the Executive Director gave a "CALCOG 101" presentation that focused on different elements of the work program: information sharing, advocacy, education, and communications. He also summarized recent work program activities, including CALCOG's housing webinar series ("Home for the Holidays"), Regional Leadership Forum, federal funding issues, and the new Housing Implementation Programs Exchange (an online housing law and policy resources center). The report also included a preview of the Regional Leadership Forum agenda.

4. Federal Policy and Funding Issues Update

Information

Erich Zimmerman, Executive Director of the National Association of Regional Councils, gave a federal update related to transportation funding. He emphasized the unprecedented, chaotic nature of the situation. He advised everyone to be prepared for the worst because all funding could be at risk.

5. RIA Project Update

Information

In partnership with Caltrans and 5 MPOs, CALCOG is receiving funding from the Regional Infrastructure Accelerator grant program to develop materials and information related to understanding public attitudes around road pricing and replacing the gas tax. Staff noted recent updates, such as the adoption of the procurement manual, planned conference sessions on pricing, drafting the first RFP, and submission of the first invoice to Caltrans. Maura Twomey was highlighted as being particularly helpful in assisting CALCOG in setting up public procurement procedures.

Board members asked questions related to the certainty of the payment from Caltrans given the new policy direction in Washington DC and the effect it is having on funding programs. Staff responded that the grant was further along in the approval process, which reduces the risk that the terms of the agreement will change. However, the situation requires ongoing monitoring. In the meantime, how the first invoice that CALCOG has submitted moves through the process will provide an important indicator of the risk soon.

6. Update on For Key Legislative Issues

Staff provided a general update on four legislative issues that were either in follow up to previous board direction or were presented for information and did not need further board action.

- *RHNA Funding Legislation*. Staff discussed the authorization to pursue legislation that would obtain sufficient, ongoing funding for RHNA activities at the November 2024 board meeting. After reaching out to multiple offices, staff noted a dearth of knowledge among legislative staff and knowledge about RHNA and REAP 1.0, necessitating an educational effort that will be focused on and undertaken this year.
- *REAP 2.0 Extension*. Staff gave an update on how conversations with budget staff have gone to achieve an extension on the REAP 2.0 expenditure deadline.
- *Access to SB 1 Funds (SCS/APS Issue)*. Staff gave an update on Transportation California's efforts to make an APS eligible for SB 1 funds, which staff was authorized to support in the November board meeting.
- *Cap & Trade Reauthorization*. Staff gave an update on Cap & Trade Reauthorization. Staff shared a proposal from the California Alliance for Jobs that focused on key infrastructure funding investments. Staff was only sharing this information as it had no board direction on this issue and it's unclear whether there was consensus within the membership yet to take any action.

7. SB 375 Issue Draft Framework

Staff gave a general overview on SB 375, including the concerns that MPOs have with ARB's implementation of the approval framework. Staff then gave a high-level explanation of where each state agency is at with SB 375 reforms. Additionally, SB 486 (Cabaldon) was discussed as a possible reform vehicle, but it recognized that some members would prefer that it isn't touched to prevent an even worse process from taking its place. The intent of this discussion was to highlight the main

issues as Staff believes that there is a strong likelihood that legislative proposals will emerge during the course of the Legislative session.

8. Recommended Positions for Bills

Action

The purpose of this item was to give updates on bills staff are recommending a position or are watching closely. For each bill gave an overview and then discussed the recommended action. It was voted on after all the bills were presented. The board authorized all recommended positions. Additionally, discussion around how to approach RHNA bills was had.

The board approved a strategy to adopt a position of concern on all RHNA bills, including SB 233. This approach allows the board to consistently highlight that RHNA remains an unfunded mandate, emphasizing that even legislation aimed at assisting Councils of Governments (COGs) does not adequately address the underlying critical issue of insufficient funding.

1. *SB 239 (Arreguin)*- Allows advisory groups to hold virtual meetings without opening the location to the public as long as they post the meeting agenda at their main physical location and all members must have their cameras on during the public portion of the meeting.
 - a. Recommended Action: **Support**
2. *AB 902 (Schultz)*- Requires an RTPs/SCSs to identify and analyze connectivity areas, permeability, and natural landscape areas within its jurisdiction and consider how transportation infrastructure impacts wildlife and habitat connectivity. To meet this requirement, MPOs and RTAs must include relevant policies and programs, work with experts, and use the best available science when planning projects.
 - a. Recommended Action: **Oppose**
3. *AB 1275 (Elhawary)*- Another attempt at aligning the SCS/RTP and RHNA. It requires HCD to provide the RHND a year earlier and authorizes it to determine whether the COG's methodology furthers the five statutory objectives and, if it doesn't, then the COG must revise it.
 - a. Recommended Action: **Oppose Unless Amended**
4. *SB 233 (Seyarto)*- During the RHNA process, current law requires the department to consult with COGs at least 26 months prior to the housing element due date regarding the assumptions and methodology the department uses to determine the region's housing needs. For the 7th revision of the housing element, SB 233 would require the department to meet and consult with specific COGs at least 38 months prior to the scheduled revision and for all COGs for every subsequent revision.
 - a. Recommended Action: Submit a **Letter of Concern**.

The board approved all staff recommendations. Motion by Steve Young; second by Tenessa Audette.

Staff also provided information on a number of other bills in the agenda packet, but the bills were not discussed during the meeting.

9.Meeting Adjourned by President Huff

End of DRAFT Minutes

3

Executive Director's Report



A. BACKGROUND

The executive director will give a quick update about work program elements that are not otherwise on the agenda for the meeting.

B. FOR DISCUSSION

- **CALCOG is Recognized as CTF's Organization of the Year.** We want to thank the California Transportation Foundation for recognizing CALCOG as Organization of the Year. And thank you to our members – it is your collective work that has made this organization what it is. The Gala and Awards Ceremony will take place at the Irvine Marriott on June 12. [Tickets are available here.](#)
- **AI Summer School** – This year's summer school webinar series will demystify the use of AI, highlight the ways in which our members are using it, and explore the ethics and future uses we may see on the horizon soon.
- **CARL Applications Now Open!** CARL is a [seven-month program](#) designed for mid-career professionals working in regional government. Participants will learn to identify their personal leadership style, leverage their strengths, improve strategic thinking, and gain insight into the complex structure and functions of regional government. Applications due by Friday, July 18, 2025.
- **Fall Board Meeting & CARL Session in Palm Desert.** On Friday, November 7 we will hold our annual fall board meeting in Palm Desert. We will also host a reception or dinner event on Friday, November 6 for board members and CARL. We highly encourage board members to attend these in-person events. It is one of only two in-person meetings of the full board. We will send out specific location and hotel room block information as soon as we secure the locations.
- **RLF 2026 Save the Date: Marriott Long Beach Downtown, March 9-11.** We host our annual conference and Regional Excellence Awards Ceremony at the Marriott Long Beach Downtown next March. Mark your calendars now! We will send registration and hotel information soon.
- **Subscription Services Available to Members.** We offer subscriptions to Politico Pro, Capitol Track (legislative bill tracking software) and Capitol Morning Report to our members at a discounted rate. We buy in bulk so that your agencies can save on cost.

4

Authorization to Execute a Contract for RIA Grant

(ACTION)



A. BACKGROUND

Last year, CALCOG executed an agreement with Caltrans for a joint grant award for the Regional Infrastructure Accelerator program (RIA). This is a competitive grant award from the Federal Highways Administration (FHWA) under the Infrastructure Investment and Jobs Act (IIJA) to develop materials and information related to developing information and understanding around public attitudes around road pricing and replacing the gas tax. CALCOG was a joint co-applicant with five our member organizations (SANDAG, SCAG, MTC, SACOG, TRPA). Caltrans was the lead applicant. FHWA awarded \$2 million for the project and of that amount, \$1.2 million is funding CALCOG staff time and consultant work. This item is an update and action request to the board on our RFP process to select a consultant to complete a large portion of the work.

B. RECOMMENDATION

Staff recommends that the CALCOG Board delegate authority to the CALCOG Executive Director to negotiate and execute a contract with the selected.

C. SUMMARY/DISCUSSION

Overview. In February, CALCOG released its [first RFP](#) to select a consultant to deliver a combination of communications, outreach and project analysis work. The scope and expertise we are looking for fall into three categories:

- **Public communications and outreach**, including focus groups and public opinion research.
- **Technical expertise**, especially in understanding, estimating, and refining traffic, land use, and environmental impact estimates of roadway pricing projects.
- **Policymaker and stakeholder engagement**, particularly around working with state, regional, and local decision-makers on complex transportation policy issues.

Timeline. The RFP closed on May 5, 2025. Four complete proposals were received and scored by a review panel. The panel is in the process of interviewing the top three proposals and making a recommendation to the executive director by May 29. The goal is to have a fully executed agreement in June and begin work in July. All work must be completed by August 2026.

Jury Panel Participants. There were five jury panelist that reviewed and scored proposals: two from CALCOG, and one each from Caltrans, SCAG, and SACOG.

Budget. All four proposals came in under the projected budget of \$800,000. The scope of work consists of highly technical tasks related to evaluating the costs, benefits and impacts of road pricing projects, and identifying and incorporating improvements to models that



could be used for environmental impact reports. Therefore, the cost of the project comes in at the amount we expected.

Summary. Given the timing of the interviews and need to move the project forward, staff is requesting that the board delegate authority to the executive director to negotiate and execute a contract with the selected firm. Staff will bring an update on this work to the next board meeting.

5

Update on Legislative Advocacy Efforts



A. ONGOING LEGISLATIVE ADVOCACY EFFORTS

1. REAP 2.0 Extension

- **REAP Delayed.** As a reminder for our newer board members, because of the budget issues last year, work on the REAP 2.0 program was tied up as many of our members did not know how much they had to spend or how the state would allocate the estimated 60 percent cut to the MPO formula program.
- **REAP Restored.** Fortunately, in part thanks to our Legislator of the Year, Assemblymember Sharon Quirk Silva, we successfully kept nearly all the REAP 2.0 funding. But still, there was a delay.
- **Still Seeking Extension of Expenditure Deadline.** We are still seeking a 12-month extension and optimistic we will get there. We were disappointed to see that the May Revise did not include an extension. We are working with budget committee staff to get it into the budget bills.

B. EARLY LEGISLATIVE SUCCESSES THIS YEAR

1. **AB 902 (Schultz). Wildlife Corridors (Regional Planning). Watching.** Originally required MPOs to engage in a costly review of wildlife corridors as part of the RTP/SCS process. CALCOG noted that most of this information is collected by the state or via local project analysis, and the RTP was already a costly process. As a result, the bulk of this bill was removed, including the RTP requirements. **Next Steps:** Amend the intent language, which is inconsistent with the current scope of the bill. *Consistent with CALCOG Legislative Policy Principle: (3)(h).*
2. **AB 1275 (Elhawary). RHNA (Housing). Concerns.** Initially gave HCD authority to require revisions to a COG's RHNA methodology to ensure compliance with RHNA's five statutory objectives. Through CALCOG-led negotiations, that provision was replaced with a new one that only asks COGs to consider the SCS development pattern when developing their methodology (which is consistent with current practice). **Next Steps:** We are monitoring to ensure it stays in its current form and continue to note, consistent with board direction, that the RHNA process is unfunded (see No. 4 below). *Consistent with CALCOG Legislative Policy Principle: (8)(d).*
3. **REAP 2.0 Extension. (Housing). Support.** Given the delay from last year's budget negotiations that nearly resulted in REAP being fully cut, we have been working directly with HCD, DOF, and Senate and Assembly budget staff on securing a one-year extension of the expenditure deadline for REAP 2.0 funds. **Next Steps:** Monitor trailer bill language. *Consistent with CALCOG Legislative Policy Principle: (8)(h).*

4. **Advocating for RHNA Funding. (Budget).** As the Board directed, we are raising the issue of funding on every RHNA-related bill to remind the legislature that RHNA is an unfunded mandate. Staff have met with over forty offices on the topic, submitted letters of concern detailing the issue of inadequate funding for the RHNA process on each RHNA bill, and raised the issue to each relevant committee and with the Speaker's office. **Next Steps:** We will continue working these bills as well as find other opportunities to educate legislators and staff on the need to provide funding for this increasingly expensive, complex, and important process. *Consistent with CALCOG Legislative Policy Principle: (8)(h).*
5. **SB 239 (Arreguin). Open Meetings (Governance). Support.** CALCOG joined a coalition of Local Government Organizations (including Cal Cities and CSAC) to make it easier for advisory committees to meet via teleconference. **Next Steps:** The bill will next be heard on the Senate Floor and then head to the Assembly. We will continue to advocate for it in meetings and at the hearings. *Consistent with CALCOG Legislative Policy Principle: (1)(i).*
6. **AB 259 (Rubio). Open Meetings (Governance). Support.** Extends the sunset date for provisions established by AB 2449 (Rubio, 2022), which allows members of local agency legislative bodies to participate remotely in meetings under specified circumstances, such as "just cause" or "emergency circumstances." Originally set to expire on January 1, 2026, AB 259 pushes this date to January 1, 2030, maintaining the flexibility for remote participation while preserving requirements like in-person quorum and public access. *Consistent with CALCOG Legislative Policy Principle: (1)(i).*
7. **SB 71 (Wiener). CEQA Streamlining (Regional Planning). Support.** The bill streamlines the delivery of transit and active transportation projects by exempting qualifying projects from CEQA review. **Next Steps:** The bill will next be heard on the Senate Floor and then head to the Assembly. We will continue to advocate for it in meetings and at hearings. *Consistent with CALCOG Legislative Policy Principle: (7)(d) & (5)(b).*
8. **SB 681 (Wahab). RHNA (Housing). Concerns.** This bill amends 28 different statutes related to housing, with two provisions involving RHNA and sharing similar language to AB 1275 above. This bill is part of the Senate's broader affordability package. We have met with Senate leadership, Senate Housing, and the author's office to amend the bill. **Next Steps:** We will continue to work with the relevant offices to amend the bill. *Consistent with CALCOG Legislative Policy Principle: (8)(d).*
9. **AB 1244 (Wicks). VMT Mitigation Fee (Regional Planning). Concerns.** Establishes an optional statewide VMT mitigation fee, allowing developers to satisfy mitigation requirements by contributing to HCD's TOD fund. We have expressed concerns that this approach could undermine existing or emerging regional mitigation programs. To address this, we are seeking bill language that recognizes and preserves regional and local options for achieving VMT mitigation. We have raised this with the author's office

and key advocates. **Next Steps:** We will work with the office and advocates to add language to ensure regional programs are not undermined *Consistent with CALCOG Legislative Policy Principle: (3)(a).*

C. OTHER BILLS WE ARE WATCHING

1. **AB 1058 (Gonzalez, Gas Tax).** Suspends the gas tax for one year and require “all savings” to be passed on to the consumer. Location: *Two year bill without a hearing.*
2. **AB 939 (Shultz, Transportation Bond):** \$20 billion transportation bond:
 - \$6 billion for Transit Capital Improvements
 - \$4 billion for intercity, regional, and commuter passenger rail improvements
 - \$3.5 billion for ZEV investments
 - \$2.5 billion for transportation freight infrastructure improvements
 - \$1 billion for grade separations and other critical safety improvements.Location: *It was turned into a two year bill without a hearing.-*
3. **AB 736 & SB 417 (Wicks & Cabaldon’s Housing Bonds):** \$10 billion Bond:
 - \$5 billion for Multifamily Housing Program
 - \$1.75 billion Housing Rehabilitation Loan Fund
 - \$800 million for the Portfolio Reinvestment Program
 - \$500 million for a soon-to-be-established program focused on the acquisition and rehabilitation of unrestricted housing units.
 - \$200 million for the Energy Efficiency Low-Income Weatherization Program
 - \$1 billion for the CalHome Program and Home Purchase Assistance Program
 - \$250 million for the Joe Serna Jr. Farmworker Housing Grant Program
 - \$250 million for tribal housingLocation: *AB 736 is on suspense in Appropriations & SB 417 was never referred.*
4. **AB 1207 (Irwin, Cap & Trade Reauthorization Intent Bill):** We expect this to be the Cap & Trade reauthorization vehicle. This is an intent bill that states: “This bill would state the intent of the Legislature to enact subsequent legislation to reauthorize the California Greenhouse Gas Cap-and-Trade Program.” Location: *Third Reading on Assembly Floor.*
5. **AB 1268 (Macedo, Gas Tax):** Current law requires that the state adjust the gas tax on July 1 each year by a percentage amount equal to the increase in the CA Consumer Price Index. AB 1268 authorizes the Governor to suspend an adjustment to the tax if they determine that increasing the rate would impose an undue burden on low-income and middle-class families. Location: *It was turned into a two year bill without a hearing.*

6. **SB 607 (Wiener, Refining CEQA Reforms to Streamline Infill Development and Housing Element Rezonings):** For projects that become ineligible for a CEQA exemption because of one specific condition, the EIR review is limited to that disqualifying condition. It also strengthens the validity of negative declarations and mitigated negative declarations by ensuring they are upheld if there is reasonable evidence supporting them. Additionally, it exempts housing-related rezoning from CEQA review if it aligns with an approved housing element but excludes distribution centers and oil and gas infrastructure from these streamlined processes. Location: *It is on suspense in Senate Appropriations.*
7. **AB 609 (Wicks, CEQA Exemption for Infill Housing):** Establishes a statutory exemption from the California Environmental Quality Act (CEQA) for certain infill housing developments. To qualify, projects must be located on sites less than 20 acres within urbanized areas, be consistent with local zoning and planning regulations, meet minimum density requirements, and avoid environmentally sensitive or hazardous locations. Location: *It passed the first house and is waiting for referral in the Senate.*
8. **SB 707 (Durazo, Open Meetings and Teleconferencing Requirements):** Requires local legislative bodies to provide remote access options—such as two-way telephonic or audiovisual participation—for public meetings, and mandates that agendas be translated into any language spoken by at least 20% of a county's population. The bill also permits broader use of teleconferencing for bodies such as neighborhood councils and student organizations, provided certain public access and participation standards are met, and extends these provisions through January 1, 2030. Location: *It is on third reading on the Senate Floor.*
9. **SB 486 (Cabaldon, SB 375 Reform?):** We initially believed that this bill would be a vehicle for SB 375 reform. However, we no longer have confidence in that belief. Location: *It is on third reading on the Senate Floor.*

6

Achieving Consensus on SB 375 Reform

Discussion



A. BACKGROUND

SB 375 requires the state's 18 Metropolitan Planning Organizations (all of whom are CALCOG members) to develop a Sustainable Communities Strategy (SCS) to achieve Greenhouse Gas reduction targets related to the use of cars and light trucks within the Regional Transportation Plan (RTP). The law was adopted in 2008 and set reduction targets for the 2020 and 2035 year.

Given that 2035 is "just around the corner" in terms of RTP development, conversations are beginning around whether and how to extend the framework beyond 2035. Two schools of thought have already emerged within the membership. And there could be more. The CALCOG Bylaws identify the goal of achieving consensus within the membership as a core purpose of the organization. As a result, staff is recommending a process to try and achieve consensus.

B. FOR DISCUSSION

Staff is seeking feedback on a methodology outlined in Part D to engage the membership in discussion and try to work toward a consensus position.

C. THE TWO CURRENT SCHOOLS OF THOUGHT

Two principles documents that have been circulated among the membership. Both are attached. The first is from SACOG, SANDAG, MTC, and SCAG. It lays out reforms to the SB 375 target setting process that would make it more workable and identifies a framework to provide more implementation resources. The second from SBCAG and SLOCOG argue that other laws have developed to the point that the setting of actual targets within an SCS is duplicative and should be removed. Both documents are attached. Of course, other options or ideas may also come forward.

Despite that the two documents provide seem pretty far apart, there is a path two consensus—particularly if having the actual ability to affect change is taken into account. Put simply, larger MPOs with more resources and population generally have more options available to achieve the targets, where smaller MPOs do not. Just like the current RTP Guidelines provide for different modeling requirements for different sized MPOs, the SCS process could afford different requirements for an SCS.¹

D. SCOPE FOR WORK GROUP

Staff recommends convening a work group of 12 to 15 staff from different member agencies. This group should include a combination of executives, technicians, and government affairs staff from across the CALCOG membership. Their goal would be to review existing policy statements, discuss compromise options, and make a recommendation of a revised policy statement for broader membership consideration. If

¹ We used this language because as it has been described to us, the SBCAG-SLOCOG framework seeks to eliminate the target but retain the SCS.

full consensus cannot be achieved, identify the areas where consensus does exist and the issues where differences remain.

E. COMMENTS & OBSERVATIONS

- **We have time to invest in consensus.** It's unlikely that broad reform will be introduced this year. More likely, the earliest that we could expect any introduction would be in 2026. That provides us with time to have an internal discussion.
- **Task Force Make Up.** We will seek volunteers but will try to get an appropriate mix of CALCOG members (small MPOs, Large MPOs, mid-size MPOs, north, south, coast, inland, self-help, and RTPAs that operate within MPO regions). If a particular group is under-represented, we will reach out for volunteers. When a group is over-represented in the volunteer pool, we will ask them to work together to appoint representatives.
- **Board Adoption.** Adoption by the Board of any legislative policy action requires a two-thirds vote. The board added this requirement to the bylaws as a means of assuring a degree of consensus within the organization.
- **Questions for Consideration**
 - Is the idea consistent with other CALCOG principles?
 - How will any new policies or ideas work in “real life?”
 - What is missing?
 - Are there unintended consequences?
 - What is politically feasible?
- **Does Not Affect CALCOG Position on ARB's Current Target Update.** This process does not affect our current position on the update of the current SB 375 targets (that occurs once every 8 years). Our MPO members agree that the targets should remain where they are. The primary reasoning is that fuel efficiencies are making current targets more difficult to achieve and the comparatively short time period does not allow for the policy and project implementation to occur that is necessary to realize an actual reduction.



Three Strategies to Update Regional Planning under SB 375

Metropolitan Planning Organizations (MPOs) are tasked with developing robust regional transportation plans (RTPs) that support federal, state, and local goals. The addition of Sustainable Communities Strategies (SCSs) with the passage of SB375 in 2008 improved the quality of RTPs and reframed how MPOs serve their member communities. The structure of SB 375 must now evolve to match California's newer affordability, housing, climate, and transportation objectives. Currently, MPOs should be equipped to refocus more of these resources on actions that implement state and local policy goals to:

- Improve transportation access for all people to jobs and daily needs as well as efficient movement of goods
- Reduce greenhouse gas (GHG) emissions from transportation sector
- Develop fiscally constrained and realistic transportation plans that meet federal and state requirements
- Support land-use patterns that conserve land and affirmatively further fair housing
- Increase investment in sustainable infrastructure that supports resilient regional economies that create opportunity for everyone

Strategy 1: Further Improve Process Integrity

- a) **Target Transparency.** When setting targets, ARB should publish its methodology, fleet make up, and budget assumptions. It should also estimate how much of the reduction will come from state actions and how much will come from MPO strategies. This includes the extent to which the electrification of the fleet will be "credited." Similar transparency should apply to the adoption of the SCS/APS Guidelines.
- b) **Consistency in Air Quality Modeling.** The calculations for GHG emissions should be based on the same assumptions as those used for federal air quality conformity. Air quality analysis that demonstrates consistency and accountability in state and regional policy are critical for effective regional planning. Realistic plans require the best available information that reflects new research, updated trends, and new legislation.

Strategy 2: Align State Planning Goals and Policies

- a) **Move to a "Four Plus Four" RTP/SCS Cycle.** Nearly four years of work goes into developing a the RTP/SCS. It's expensive. Revise the process to allow a full scenario-based plan every eight years (the same cycle as RHNA) and focus on a strategy and implementation report during the interim non-RHNA update (which still must meet federal air quality conformity standards). This would free substantial resources to focus on plan implementation.

- b) **Coordinate State Policies Early in the Process.** State, regional, and local entities bear a shared responsibility for reconciling different goals related to housing, equity, land use, transportation, climate, and safety. Sometimes, the action that achieves one objective has an unintended effect on the achievement of another. One example is the tension that can exist between strategies to encourage infill development to reduce vehicle miles traveled and policies to disperse housing to areas of opportunity to affirmatively further fair housing. The state should address these issues to provide greater implementation clarity.

Strategy 3: Resources to Execute

- a) **Sustainable (Ongoing) Funding.** MPOs need an ongoing REAP 2.0-like source of funding that could be invested by MPOs (with state oversight) on the key transportation, housing and environmental projects and policies that will accelerate the implementation of the RTP/SCS.
- b) **Priority for State Funding.** The state should broadly prioritize different state funds to elevate key implementation strategies including land use, housing-supportive infrastructure, and transportation projects and policies that are critical for successful implementation of RTP/SCSs.
- c) **Support All GHG-Reducing Projects, Even Those Under an APS.** It's important for regions to attempt to achieve a SCS if there is a feasible way to do so. In some cases, however, a region may not have sufficient resources to fund the strategies that would be necessary to meet the target. Regions that do not have a feasible way to achieve their GHG target but have an ARB-approved Alternative Planning Strategy (APS) should be permitted the opportunity to pursue SB 1 funds for GHG reducing projects.

White Paper
Revision of SB 375 (2008)
April 2025

Summary

- The purpose of this paper is to propose improvements to address flaws in the current SB 375 process by updating the law to reflect legislative and policy changes enacted over the past 17 years. Modernizing SB 375 will create efficiencies, enabling MPOs to better align the SCS process with real-world conditions and strengthening their ability to effectively reduce GHGs.
- SB 375 requires metropolitan planning organizations to comprehensively plan regional growth and regional transportation policy and investment with the aim of reducing greenhouse gas emissions from light-duty vehicles consistent with California Air Resources Board targets and oversight.
- Since SB 375 became law, several other laws and regulations have been implemented which also address vehicle miles of travel or greenhouse gas emissions from light-duty vehicles, and these may be more appropriate means of addressing greenhouse gas emissions from light-duty vehicles.
- To date, the California Air Resources Board has not been able to complete its oversight role consistent with the statutorily defined time limits.
- At the end, this paper offers two potential paths for revising SB 375. The first removes the California Air Resources Board's role in the process for all metropolitan planning organizations while the second removes the California Air Resources Board's involvement for all except the four largest metropolitan planning organization regions, recognizing both that those regions are better suited to address the greenhouse gas emission reduction targets and other laws and regulations are achieving the same objectives.

Overview of SB 375

SB 375, the Sustainable Communities and Climate Protection Act, became law in 2008 and implements one aspect of AB/SB 32 (2006/2016) – The Global Warming Solutions Act. SB 375 requires the state's metropolitan planning organizations (MPOs) to comprehensively plan regional growth (land use) with regional transportation policy and investment with the aim of achieving greenhouse gas emission (GHG) reductions consistent with targets set by the California Air Resources Board (CARB) which are unique to each region. A sustainable communities strategy (SCS) is included within each regional transportation plan (RTP) to meet the requirements of SB 375. SB 375 focuses on GHG emissions from light-duty vehicles, quantified on a per capita basis. SB 375 includes GHG emission reduction targets for two horizon years, 2020 and 2035, though 2020 is now in the past, and the comparison is against 2005 GHG emission levels.

CARB has been assigned three roles in the implementation of SB 375.

- 1) CARB sets GHG reduction targets for each MPO region and periodically updates those targets.
- 2) CARB reviews proposed GHG quantification tools and methods to be employed by the MPOs.
- 3) CARB reviews completed SCSs.
 - a. If the SCS would achieve the GHG reduction targets, CARB is required to accept or reject the MPO's determination.
 - b. Should an MPO be unable to adopt an SCS achieving the GHG reduction targets, the MPO may adopt an alternative planning strategy (APS) which shows how the region could, in theory, achieve the GHG reduction targets. CARB is required to accept or reject the APS.

MPO roles in implementing SB 375

1. As SCSs are part of RTPs, each region updates its SCS every four years.
2. MPOs, serving as councils of governments (COGs), develop a Regional Housing Needs Allocation (RHNA) plan every eight years.
3. MPOs satisfy the California Environmental Quality Act (CEQA) as part of the adoption process for each RTP-SCS update.
4. Through the SCS, MPOs demonstrate how they are satisfying the GHG reduction targets by:
 - a. Proposing low vehicle miles of travel (VMT) growth patterns for new development (this is not impactful in low-growth areas), and
 - b. Investing in transportation infrastructure to reduce VMT; however, only approximately 5 to 15 percent of COG's transportation funding may be flexible for VMT reducing projects.

Issue areas with existing law and regulation

Redundancy with other state requirements (SB 743, CAPTI, ACC2, RHNA)

SB 375 represented the state's first tool to address GHG emissions from light-duty vehicles. Since its passage, several other state tools or initiatives have been implemented and each provides for some level of redundancy with SB 375.

First, in 2013 the state passed SB 743 which changed the transportation impact analysis in the California Environmental Quality Act (CEQA). With SB 743, congestion and/or delay is not considered an environmental impact. Instead, transportation impact is assessed by the vehicle miles of travel (VMT) associated with the project. The state recommends CEQA thresholds are set at levels of VMT 15 percent below a regional, city, or subarea average for the type of project in question. CEQA requires mitigation to the extent practical meaning projects which would result in VMT impacts over threshold levels would require feasible VMT mitigation.

Second, since 2005, nearly two decades of advancements in vehicle efficiency—including improved fuel economy, hybrid technology, plug-in hybrids, and electric vehicles (EVs)—have been realized, yet SB 375 modeling ignores these advancements. CARB’s Advanced Clean Cars II regulation phases out internal combustion engines in light-duty vehicles. By 2035, all new light-duty vehicles sold in California will be zero emission vehicles (ZEVs). In both 2023 and 2024, 25 percent of new light-duty vehicles sold in California were ZEVs. These points highlight that less and less of the vehicle fleet is subject to SB 375. CARB, not MPOs through the SCSs, receives the GHG reduction credit for ZEVs.

Third, as result of executive orders, the California State Transportation Agency (CalSTA) has adopted the Climate Action Plan for Transportation Infrastructure (CAPTI). The intent of CAPTI is to align the state’s investments in transportation infrastructure with its climate goals. The result is that the era of high-VMT inducing (capacity increasing) state transportation projects is over.

Finally, the primary tool available to MPOs for influencing land use change is the Regional Housing Needs Allocation (RHNA) process, which is conducted every eight years. RHNA requires MPOs to allocate a state-determined number of housing units to each region’s jurisdictions. In that process, five RHNA objectives defined by law guide the process and are subject to review by the Department of Housing and Community Development (HCD). These objectives align with the intent of SB 375 by promoting infill development and an improved relationship between jobs and housing. The RHNA objectives that guide a MPO’s methodology clearly overlap with SB 375. Note that at the regional level, Councils of Governments (COGs) are responsible for the process, but COGs are generally housed within MPOs.

These points highlight why SB 743, CAPTI, and RHNA may be more effective in advancing state climate goals.

Incremental change and a comprehensive target

One of the primary challenges of SB 375 is that it expects minor, incremental changes—such as land use development and transportation investments outlined in the SCS—to collectively produce comprehensive GHG reductions. **Regions do not have the authority to deny land use projects that are inconsistent with an approved SCS, nor do regions reconstruct their transportation networks or redevelop their lands every four years.** The changes build on the existing conditions of today (which may be eight years beyond when targets were set), and those conditions come with an inherent, often unchangeable, level of VMT. Transportation demand is the result of land use development patterns – where people live, where they work, shop, socialize, or otherwise travel to – and those land use development patterns do not change at the speed SB 375 may hope. In addition, land use changes may or may not be built as expected in an SCS: MPOs plan, cities approve, and developers build.

VMT vs. GHG

The focus of SB 375 is on reducing GHG emissions. Greenhouse gas emissions contribute significantly to climate change and have harmful environmental and public health impacts. SB

375 uses VMT as a proxy to estimate GHG emissions, given the past strong correlation between the distance vehicles travel and the amount of emissions. Twenty-plus years ago, growth of VMT and GHG paralleled each other—growing at the same rates—but that is no longer true. As Advanced Clean Cars II continues to change the vehicle fleet in California, VMT is not a realistic proxy for GHG. In addition, should new legislation shift focus from GHG emissions to VMT, it would create a redundancy with existing state law – SB 743.

Timeliness of working with CARB

SB 375 requires MPOs to work collaboratively with CARB on the SCS and modeling. The SCS is included within the RTP, alongside the Policy, Financial, and Action Elements. RTPs predate the SCS and are required by both federal and state law to be updated every four years, with the timeline beginning from the date of the previous adoption. Developing an RTP often takes over three years, leaving little room for unnecessary delays. These plans undergo extensive input and scrutiny from federal, state, and local agencies and include multiple rounds of public engagement.

While CARB is responsible for setting and updating GHG emission reduction targets, its other two roles create ongoing issues for MPOs- namely unnecessary delays. The underlying issue is that CARB does not carry out its SB 375 responsibilities in a timely manner.

In the early phases of developing an SCS, MPOs are required to submit Technical Methodology to CARB which explains how GHG emissions will be quantified allowing CARB early review/input to the SCS development. Each Technical Methodology is then updated, resubmitted, and re-reviewed with each RTP. Each submission, review, and comment cycle requires many months, primarily due to delays at CARB. Each SCS update cycle undergoes two to three of these cycles. The result is the SCS is often complete before there is an agreement between CARB and the MPO regarding the Technical Methodology.

Following years of development inclusive of public engagement, once an RTP-SCS is COG Board adopted, results are required to be submitted to CARB and CARB then determines that, if implemented, the SCS will or will not achieve the GHG emission reduction targets. Government Code Section 65080(2)(I)(ii) states “The state board shall complete its review within 60 days.”

The CARB review associated with SBCAG’s currently adopted SCS took 438 days. CALCOG recently polled MPOs on the timeliness of the CARB review for their SCSs. Zero MPOs had their reviews completed within the statutorily defined 60 days. Most are still waiting with AMBAG waiting more than two years – which is more than halfway into their next RTP adoption. There are many examples of MPOs waiting longer than one year.

Lack of sufficient state assistance on SCS implementation

An MPO develops each SCS using the latest conditions; each RTP is dynamic and not static to the year a target was once set. The SCS only projects changes into the future of both land use and transportation investment. The level of funding available to MPOs is not sufficient to fully implement an SCS.

The state's Active Transportation Program (ATP) provides funding for active transportation (bicycle/pedestrian) projects and it is extremely oversubscribed. In addition, ATP has a disadvantaged community benefit set-aside that in practice directs nearly 100 percent of funding to disadvantaged communities. Transformative active transportation projects require state support, regardless of location. Finally, ATP Cycle 7 (2025) realized a significant budget reduction while these projects are important for regions to implement SCSs.

The state did create the much appreciated Regional Early Action Planning Grants program of 2021 (REAP 2.0). This was the first example of a flexible funding source for regions to achieve some level of implementation of their SCSs, however it was a one-time program, and the level of funding was insufficient for meaningful SCS implementation.

No requirement of consistency

SB 375, Government Code Section 65080(b)(2)(J) clearly states that local governments' land use decision making has no requirement of consistency with the SCS. This clause renders an SCS as aspirational, at best. In order to require consistency with the SCS, MPOs must be granted land use authority; absent that then cities' land use approvals are subject to SB 743 – a means to the same end as the SCS.

Target years

SB 375 includes two GHG reduction target years, 2020 and 2035, and they are set against 2005 GHG levels. 2005 is now decades past and reality does not allow for change of decades of local land use approvals through a future-looking planning process. 2020 has also passed, and is now irrelevant to SB 375; however, SCSs approved in the 2020s were still required to 'plan' for and model a 2020 scenario because the law did not account for temporal changes. The year 2035 is only a decade away, permitting the completion of just two full RTP cycles. RTPs are designed with 20- to 30-year horizons as the planning and implementation of transportation projects often span many years, some exceed a decade. Imposing static, near-term targets undermines effective long-range planning, as only so much progress can be realistically achieved within ten, or fewer, years. If future legislation introduces new target years, the Advanced Clean Cars II regulation will make GHG reductions from light-duty vehicles increasingly difficult due to the shrinking number of GHG-emitting vehicles.

Proposed revisions to SB 375

SB 375 may be viewed here: [Bill Text - SB-375 Transportation planning: travel demand models: sustainable communities strategy: environmental review](#).

This paper offers two approaches to revise SB 375. The first applies to all MPOs in California and removes GHG targets and recognizes that since the implementation of SB 375 a variety of laws and regulations have come into place which duplicate the purpose of SB 375 but impose requirements on the jurisdictions with land use approval authority. The second path offers a bifurcated approach and removes GHG reduction targets from all MPO regions except for the



Southern California Association of Governments (SCAG), the San Diego Association of Governments (SANDAG), the Metropolitan Transportation Commission / Association of Bay Area Governments (MTC/ABAG), and the Sacramento Area Council of Governments (SACOG).

The First Approach

SB 375 has benefited regional planning practices. However, due to the issues described in this document, and particularly the redundancy of SB 375 with other laws and regulations, it should be revised to capitalize on its strengths. Its intended purpose is no longer necessary as more meaningful law and regulation has replaced SB 375's primary purpose – reducing GHG emissions from light-duty vehicles.

With a horizon year of 2035, something must happen with SB 375 soon. The law may be extended and improved primarily by eliminating a variety of subsections. In short, GHG emission reduction targets and the role of CARB are proposed to be removed as their objectives are no longer necessary in light of more recent and effective laws and regulations.

The following subsections are recommended to be eliminated. Each section reflects a role of CARB in the process.

- Section 65080(b)(2)(A) through 65080(b)(2)(A)(v) – Technical Methodology
- Section 65080(b)(2)(B)(vii) – Demonstration of the target
- Section 65080(b)(2)(G) – Demonstration of the target
- Section 65080(b)(2)(H) through 65080(b)(2)(H)(v) – Alternative Planning Strategy
- Section 65080(b)(2)(I) through 65080(b)(2)(I)(iii) – Technical Methodology

Removing the above sections of Government Code retains the strengths of SB 375. Regions will continue to develop 20+ year plans synchronizing land use patterns and transportation investments to encourage growth patterns that reduce VMT and GHG emissions from existing and new developments in alignment with state goals and policies. The RTP-SCS is subject to CEQA and therefore must address the requirements associated with SB 743 to reduce VMT. This has a direct correlation with the reduction of GHG emissions and also addresses both gas-powered and ZEVs. In addition, many of the projects contained within an RTP-SCS, and particularly the large capital projects, are subject to review associated with CAPTI. Finally, the proposed revisions continue CARB's ability to set modeling guidance through its role in the CTC's Regional Transportation Plan Guidelines.

These revisions continue each MPO's planning requirements while moving the GHG emission reduction aspect to SB 743, CAPTI, Advanced Clean Cars II, and RHNA.

The Second Approach

The second approach is nearly identical to the first approach, but it only applies to the 14 small to mid-size MPOs in California. The four largest MPOs in California (SCAG, SANDAG, MTC/ABAG, SACOG) are home to 87 percent of the state's population. They are also home to the only toll bridges and toll roads, including managed lanes, and the only light-rail systems in California. The

Proposal for Revision of SB 375

SBCAG-SLOCOG

v. April 22, 2025

only commuter rail system in California operating outside of these four largest regions is the Altamont Commuter Express (ACE) which connects San Joaquin County with the Bay Area. In summary, the four largest regions house significant populations and population density to support transformative transit systems and transformative transportation network investments. The 14 small and mid-size MPO regions lack the population density or funding to address SB 375 in the same manner and the four largest MPO regions. Therefore, the proposal is to bifurcate SB 375 to keep equal planning requirements across the state but only requiring the largest four MPOs to be subject to CARB's role in the process. Shrinking CARB SCS reviews from 18 to four should improve CARB staff reviews and timeliness that has been notably absent and increase effectiveness with a focus on the region's housing 87 percent of the state's population.

How a reformed SB 375 would work

SB 375 has benefited regional planning, and this paper does not call for its repeal. This paper assumes MPOs will continue to be required to develop SCSs. This creates two issues to be addressed – what is the new process for developing an SCS and how will MPOs remain accountable for reducing GHG emissions.

Process

Assuming SB 375 is reformed along the lines of this paper, and specifically in reference to the first approach, sustainable communities strategy planning will continue nearly identical to the current process. Each MPO will be required to develop scenarios, air those scenarios in a public process, have the governing board select a scenario, and build the RTP around the selected scenario. An updated law may provide GHG (or VMT) reduction goals that can be considered alongside each MPOs own goals and other state goals – a pragmatic approach.

Transitioning from a target to a goal appropriately recognizes the role that MPOs play in their regions and also respects the fact that MPOs have not been granted land use authority.

A sustainable communities strategy can become a sustainable communities vision. It will show those responsible for land use decisions how a region, and local jurisdictions, can reduce GHG emissions from light-duty vehicles. MPOs will be able to develop and provide tools, such as SCAG's HELPR tool, or refresh Blueprints through collaborative processes. MPOs can administer grant funds such as REAP 2.0 to help implement GHG reducing projects. Ultimately, the primary difference is CARB is largely removed from the process, retaining only its ability to offer modeling guidance through the CTC's Regional Transportation Plan Guidelines. Within these guidelines, or through another process, CARB would offer early input, once, as key strategies to be included within each RTP's Policy Element.

Accountability

As reform may transition away from CARB's role in the SCS process and a level of accountability that may come from that, there remain a variety of ways the MPOs would continue to be accountable for reducing GHG emissions from light-duty vehicles. These include the following.

- State housing law requires RHNA methodologies satisfy five objectives which are assessed by HCD. Two of the objectives are directly related to reducing GHG emissions from light-duty vehicles: promote infill development and promote improved intraregional jobs-housing relationship. HCD's role provides state oversight. RTPs would continue to be inclusive of the adopted RHNA.
- Performance measures related to VMT and GHG emissions would continue to be reported within both draft and final RTP documents to demonstrate the plan's impacts to the public and the COG Board.
- CEQA – RTP-SCSs are subject to programmatic environmental analysis. Part of that analysis involves transportation impacts associated with SB 743. Through CEQA, MPOs are required to demonstrate VMT (proxy for GHG) emission reductions in their planning.
- Should a GHG reduction goal be implemented, MPOs would report progress toward that goal when submitting RTP-SCSs to the CTC.
- Adherence to CAPTI. At this point CAPTI prevents most, if not all excessive VMT (GHG) projects on the state highway system.

Contact Information

Mike Becker, Director of Planning
Santa Barbara County Association of
Governments (SBCAG)
mbecker@sbcag.org; 831-915-9466

James Worthley, Deputy Director
San Luis Obispo Council of Governments
(SLOCOG)
jworthley@slocog.org; 805-788-2002

Existing CALCOG Principles Related to SB 375

Passed in 2008, Senate Bill 375 (Steinberg) aimed to reduce greenhouse gas (GHG) emissions from the transportation sector by requiring MPOs to prioritize investments and adopt strategies to reduce GHGs in long-range plans known as Sustainable Communities Strategies (SCS). The bill strengthened the connection between transportation and land use and was groundbreaking in its elevation of climate to a top priority issue. The result has been increased public engagement in the process of transportation planning, which in turn has produced better regional transportation plans that better reflect community and state needs. We address ways in which SB 375 could be improved.

- **Address needed state-initiated VMT reduction strategies.** The California Air Resources Board's (CARB's) approach GHG reduction from cars and light trucks has been uneven. Prior to providing even more scrutiny and oversight over the approval of the SCS, CARB must first develop a comprehensive plan for the related but unaddressed State-Initiated VMT Reduction Strategies. CARB documents identify these as necessary to get to the Scoping Plan's objective of achieving a 25 percent reduction in emissions from cars and light trucks. Yet no state plan or analysis has been conducted. This omission impedes progress toward achieving state goals. Once a state plan is in place, it should be held to the same standards of "implementation rigor" that applies to review of the RTP/SCS.
- **Prioritize Cooperation and Partnerships.** CARB should partner with agencies and levels of government that have authority over VMT outcomes. There are a variety of opportunities for such collaboration. Here are two:
 - *A REAP-Like Program for VMT Reduction.* One of the SB 375 tension points is between the (CARB-described) "top down" 15 percent by 2050 reduction goal and the evidence based "bottoms-up" target setting. The two processes can place CARB and MPOs at odds on appropriate emphasis, making cooperation challenging. In contrast, the REAP program created a cooperative environment that strengthened the partnership between MPOs and HCD. A similar approach could be taken for VMT reduction. A REAP-like program would allow CARB to leverage its own policy and expertise, share lessons learned, and collaborate with MPOs more closely.
 - *Other Innovative Pricing Pilot Projects.* Use pilot projects as a means to encourage and evaluate pricing mechanisms. Many MPOs around the state are beginning to explore regional pricing strategies (HOT lanes, tolling, cordon, parking, and more) as a means to reduce emissions. Others are exploring infill strategies that could change the way that regions develop and reduce emphasis on the use of automobiles.
- **Address Tension Points Between Interconnected Policy Goals.** State law should be amended to help regional agencies to plan for multiple, interconnected goals of climate protection, air conformity, housing, social equity, and resilience. SB 375's single focus on GHG reduction is a limiter. A strategy that achieves one goals may simultaneously make it more difficult to achieve another. State law does not have a mechanism to address these policy trade-offs. For example, focusing all new housing growth in transit priority areas might reduce GHG emissions, but could also exacerbate displacement of low-income residents. State law should afford flexibility for documented policy tensions to mitigate the consequences of any policy tradeoff.
- **Focus Accountability on Results within MPO Control.** SB 375 should rely on accountability measures that focus on outcomes that are within the control of MPOs in the following ways:
 - Decrease reliance on emission models and place more emphasis on actions that will reduce GHGs in partnership, rather than in competition, with the state.
 - Decouple the SCS performance from economic and environmental externalities. The target setting process is vulnerable to economic and environmental externalities. Thus, a SCS may appear

“successful” in an economic downturn (like the recent pandemic); and “unsuccessful” when low vehicle operating costs cause an increase in VMT. The determination of whether a region is sufficiently implementing SB 375 must be decoupled from market and environmental externalities.

- Account for the effect of the anticipated increase in sales of zero emission vehicles (ZEVs) in accordance with state goals; and the corresponding effects that the increased use ZEVs—and their lower operating costs—may have on VMT. Put another way, MPOs should not be held accountable for increased VMT that results from lower operating costs of zero emission vehicles.
 - CARB should positively engage in finding funding alternatives to sustain the transportation system in light of an estimated \$4 billion annual loss of gas tax revenues (estimated in 2040) expected if the state achieves its ZEV and VMT goals.
 - An assessment of technology (e.g., autonomous vehicles) and market factors (e.g., market share of TNCs) that are either uncertain or likely to affect per capita GHG (either positively or negatively).
 - Increase the availability of regional funding to implement the SCS; provide policy tools to reduce single-occupancy vehicle travel in a manner that ensures equitable policy outcomes. This includes increased availability of funding and financing tools for all infrastructure that supports infill development.
- *Maintain the Current Framework for SCS Review*
 - Maintain current balance in the review of the SCS. Oppose efforts to increase CARB authority to approve or disapprove a particular SCS beyond the threshold currently in statute.
 - Reinforce the sixty-day limit CARB has to review an SCS; Require ARB to list the documentation that they need to review an SCS up front and set reasonable limits on follow-up requests.
 - Authorize MPO with a CARB-approved APS to be eligible for Solutions for Congested Corridors and Trade Corridor Enhancement Program.
 - Extend the application of SB 375 beyond 2035 in a manner that align with statutory extensions of SB 32.

Additional Implementation Efficiencies

- Accelerate SCS implementation by providing innovative policy tools that can dramatically change the VMT trend; these may include regional policies and flexibility on tolling existing roadway capacity; authorizing cordon pricing; making it easier for transit systems to gain priority on local and state roadways; authorizing bus on shoulder in peak traffic periods; strengthening the streamlining provisions for infill development projects that are consistent with an SCS; and providing more predictable state funding to MPOs to implement their SCSs.
- Authorize regions to align their RTP/SCS planning periods to ensure maximum coordination on forecasting assumptions, strategies, and investments.
- Under current law, development projects that are consistent with the SCS are supposed to be given acceleration under CEQA and yet this tool has been used on a very limited basis due to lack of clear definition in the law. To promote more infill development of the type known to reduce VMT, the law should provide more a more robust approach to streamlining commercial and residential development in low-VMT areas.
- State policies need to encourage regions to accelerate electrification. Currently, CARB makes it challenging for MPOs to receive “credit” for policies and investments designed to speed up electrification of the passenger vehicle fleet even if such policies are likely to speed up achievement of the state’s goals.

7

Cap & Trade Coalition Update**Discussion****A. BACKGROUND**

California's Cap & Trade program is set to expire in 2030. Earlier this year it was unclear whether there would be a push to renew it this year. Now, the governor has released a proposal and conversations are picking up steam. CALCOG has been continuing to engage with a growing coalition that is developing a campaign to renew the funding with a transportation heavy expenditure plan (see next page).

Conversations are very fluid. Staff will provide an update at the meeting.

California's Cap & Trade Program Should Prioritize Investments in Infrastructure Projects that Maximize Emissions Reductions, Enhance Climate Safety and Support Middle-Class Jobs

California's Cap & Trade program is set to expire in 2030. As lawmakers consider reauthorizing this program, they should prioritize proven investments in physical and natural infrastructure that will reduce the greatest amount of greenhouse gas emissions; that make us safer and more resilient to the impacts of climate change; and investments that create good paying middle-class jobs. Lawmakers should also ensure reauthorization does not increase taxes or fees that are ultimately paid by consumers in the form of higher cost of living.

Climate change and extreme weather are here. We need an *improved* Cap & Trade program that focuses on effectiveness, accountability and affordability.

THE CLIMATE SAFE INFRASTRUCTURE COALITION SUPPORTS IMPROVING THE CAP & TRADE PROGRAM BY INVESTING IN THE FOLLOWING:



State Supported Transit and Rail Infrastructure

- Continuous allocation to capital projects of regional significance with funds to be used to support the buildout of an integrated rail network, including:
 - High Speed Rail, Caltrain, Metrolink, Salesforce Transit Center, Diridon Station, LA Union Station, Fresno Station, Anaheim Regional Transportation Intermodal Center, ACE Train, SMART, San Joaquin Regional Rail
- Continuous allocations to local and regional transit agencies to support the recovery, stabilization, and growth of transit and rail service statewide, including capital expansions, ZEV transition, and operations and maintenance



State Wildfire Resilience Infrastructure

- Significant allocation to high wildfire risk counties to fund:
 - Firefighting capital infrastructure and personnel
 - Statewide wildfire fuel mitigation funding
 - Public safety emergency water supply infrastructure
 - Funding to expand local fire evacuation routes



Local Land Use Infrastructure to Support High Density and Infill Development

- Continuous allocation to local, rural and regional governments to support projects consistent with a sustainable communities strategy, including:
 - Funding for local infrastructure around Transit Oriented Development
 - Conversion of underutilized urban offices and commercial space into housing
 - Continued funding for state and regional affordable housing, sustainable communities programs and transformative climate communities efforts and programs like Regional Early Action Planning Grants (REAP 2.0)



Climate Adaptation and Sea Level Rise Infrastructure to Keep Californians Safe

- Continuous allocation for projects related to climate adaptation, including:
 - Annual allocation for levee improvements and catastrophic flooding prevention
 - Relocate or replace existing transportation and other critical infrastructure threatened by sea level rise such as Highway 37 and Highway 1
 - Funding to protect costal airports including LAX, SFO and SAN
 - Municipal waste and recycling infrastructure, funding and local assistance for organic waste collection and processing including facility siting and permitting



Clean Local Transportation Infrastructure

- Annual funding for local government to safely implement green transportation infrastructure, including:
 - Hydrogen and EV charging infrastructure
 - Support for local Active Transportation Infrastructure
 - Funding for local government and transit clean fleet compliance
 - Develop network of regional VMT mitigation banks to offset local transportation project costs

8

FY 2025-26 Proposed Budget

(ACTION)



A. SUMMARY

The CALCOG Board adopts a budget and dues schedule annually. The fiscal year begins July 1. Here are the big picture takeaways from this budget:

- ***We Anticipate Another Busy Year.*** The new project specific work will provide a different focus for staff and the board and new opportunities to further our mission. But the typical tasks of advocacy, answering member inquiries, and member education events remain.
- ***Big Project Influences this Budget.*** This budget is our largest ever largely because most of the work under our grant agreement grant with Caltrans to implement the Regional Infrastructure Accelerator grant (federal IIJA funds) must occur during the fiscal year. Of the \$1.4 million total scope, \$1.2 million will be spent in the 25-26 budget year, including an \$775,000 consulting contract in which bids have already been submitted under our new (Board Approved) procurement process.
- ***No Increase in Dues.*** The budget recognizes that our members are dealing with multiple uncertainties related to funding, and therefore we hold dues steady and absorb inflationary increases.
- ***Longer Term Outlook on Staffing.*** We added to our staff because of the increased work related to significant contracts we were awarded in 2023 and were implemented in 2024. Currently, there is no corresponding work beyond early 2027. As a result, staff will be looking for opportunities to serve our members with additional funds. But if we cannot find such opportunities, CALCOG will have to return to earlier staffing levels.

B. STAFF RECOMMENDATION

Adopt the proposed budget and dues schedule.

C. PROPOSED BUDGET

See next page.

PROPOSED FY 25-26 BUDGET

(with prior year comparison)

Notes

REVENUES		FY 24-25	FY 25-26	
Dues (including MPO/RHNA Fees) (10)	\$	533,214	\$ 533,214	1
Education Programs				
Leadership Academy: (CARL) (22)	\$	114,000	\$ 125,650	2
Training Workshops (24)	\$	12,000	\$ 4,500	
Subtotal Education Programs	\$	126,000	\$ 130,150	
Contract & MOU Revenues				
Member Contracts (34)	\$	130,000	\$ 136,000	
RIA Pricing Research Contract (30)	\$	700,000	\$ 1,200,000	3
Elected Official Training Videos Award (36)	\$	60,000	\$ 100,000	4
REAP Technical Assistance Contract II (32)	\$	150,000	\$ 120	5
OPR Technical Assistance	\$	8,000	\$ -	
Small Ad Hoc Contracts (10)	\$	2,000	\$ 2,000	6
CMAS Contract Placeholder (10)	\$	120	\$ 120	7
Subtotal Contracts & MOU Revenues	\$	1,050,120	\$ 1,438,240	
Member Services				
Regional Leadership Forum - Registration (20)	\$	124,100	\$ 127,175	8
Partnership Revenues (20, 22, 24)	\$	127,500	\$ 144,000	9
Bulk Purchase Service	\$	34,000	\$ 64,000	10
Other Revenues				
- Interest	\$	-	\$ 1,500	11
Miscellaneous Revenues (10)	\$	2,000	\$ 500	
Subtotal Operations & Member Services Revenue	\$	287,600	\$ 337,175	
TOTAL REVENUES	\$	1,996,934	\$ 2,438,779	
EXPENDITURES				
Employee Staffing (10)				
Salaries	\$	710,000	\$ 821,100	
Payroll Taxes & Benefits	\$	182,070	\$ 213,759	
Change in PTO Liability	\$	4,000	\$ 4,000	
Workers Compensation	\$	6,500	\$ 6,500	
EE Training & Ed & Team Building	\$	8,500	\$ 5,500	
HR, Payroll & Benefit Management	\$	3,000	\$ 5,000	
Employee Staffing Subtotal	\$	914,070	\$ 1,055,859	12
Direct Non-Staffing Expenses by Program				13
Leadership Academy Program (22)	\$	87,215	\$ 87,215	
Additional Training Programs (24)	\$	3,800	\$ 2,850	
Member Contracts (34)	\$	10,500	\$ 8,500	
RIA Pricing Research Project (30)	\$	477,000	\$ 792,000	3
Elected Official Training Project (36)	\$	17,300	\$ 17,300	
REAP 1.0 Tech Assistance (32)	\$	18,000	\$ 20	5
OPR Tech Asst Placeholder	\$	500	\$ -	
Small Ad Hoc Contracts (10)	\$	500	\$ 500	
State Contracts (CMAS) Placeholder (10)	\$	100	\$ 20	7
Regional Leadership Forum (20)	\$	211,500	\$ 218,500	
Bulk Purchase Service Expenses (10)	\$	33,000	\$ 59,500	10
Subtotal Direct Program Costs	\$	859,415	\$ 1,186,405	
General Information Sharing & Communications Expenses				
- Messaging Consultants /Writers. (n/a)	\$	5,000	\$ -	
- Graphics/Document Production/Licenses. (10)	\$	18,000	\$ 16,000	
- Communications Software/Web. (10)	\$	18,000	\$ 13,000	
- Memberships, Conferences & Subscriptions. (10)	\$	25,000	\$ 20,000	14
- Travel (Not Related to Direct Project) (10)	\$	20,000	\$ 15,000	
- Awards & Recognition (10)	\$	2,000	\$ 8,000	15
- Advocacy Meeting Expenses (12)	\$	4,000	\$ 4,000	
- General Meeting Expenses (10)	\$	10,000	\$ 10,000	
Subtotal Info Sharing & Communications	\$	102,000	\$ 86,000	
General Administrative and Office Expenses				
- Rent (10)	\$	45,600	\$ 41,000	16
- Accountant (including tax return) (10)	\$	25,000	\$ 28,000	
- Interest	\$	-	\$ 1,500	17
- FPPC filings (12)	\$	2,500	\$ 1,500	
- General Office Expense; Supplies, Mail, postage, phone (10)	\$	14,000	\$ 12,000	18
- Liability Insurance (10)	\$	6,500	\$ 7,000	19
- Cable Access/ Utilities (10)	\$	-	\$ -	
- Admin "Cloud" Systems/Software (10)	\$	12,000	\$ 11,500	
- Printing and Duplicating (10)	\$	2,000	\$ 2,000	
- Office Furnishing-Computers (10)	\$	11,000	\$ 5,000	20
- Miscellaneous (10)	\$	1,000	\$ 500	
Subtotal Administrative & Office	\$	119,600	\$ 110,000	
TOTAL EXPENDITURES	\$	1,995,085	\$ 2,438,264	
NET INCOME	\$	1,849	\$ 515	

E. BUDGET LINE ITEM NOTES

- 1 **No Increase in Dues.** Member dues are not increased with this budget in recognition that many members face uncertainty with federal, state, and local funding sources.
- 2 **California Academy for Regional Leaders.** Our highly popular leadership program continues. Early interest suggests that we will have another full class.
- 3 **Member Contracts.** CALCOG will contract with our members to provide services that go beyond the typical benefits of membership. However, the scope must be consistent with our mission, must not involve advocacy, and cannot conflict with the interests of other members. We currently have one contract, though other members have expressed interest. The current contract is with our four largest MPOs where we facilitate conversations between peer staff (from planning directors to executive directors).
- 4 **RIA Pricing Grant Implementation.** This is contracted work under a federal grant to Caltrans to study policies and improve public education related to pricing and tolling policies on federal highways. The bulk of the \$1.4 million contract will be completed this year, including consultant work for \$800,000 for which an RFP has been issued, and a selection will occur in the coming weeks. Obviously, this level of work creates a “bulge” in our work program, which is why our this year’s proposed budget is substantially larger than normal.
- 5 **New Regional Board Appointee Training Video Project.** Last year we included this item in anticipation of having the award announced later in the summer and we are happy to report that we did indeed receive the grant. Work surveying our members to prioritize subjects is currently underway.
- 6 **REAP Technical Assistance Contract.** The REAP technical assistance contract ended in December of 2024. However, there is a chance that CALCOG may get some residual revenue that would relate to the work in developing our Housing Implementation Policy Exchange (www.calcog.org/hip). This figure provides a placeholder for this opportunity. We will know in the coming weeks and bring back a budget amendment as needed.
- 7 **Small Ad Hoc Contracts.** We often get small contracts for speaking services or assisting developing experts for qualitative university research.
- 8 **CMAS Placeholder.** CALCOG is a CMAS contractor that allows us to bid through an expedited procurement process for specific kinds of state work.. We include this placeholder as a marker that we are always on the look out for diverse revenue sources that are consistent with our mission.
- 9 **Regional Leadership Forum (Annual Conference).** Our conference attendance continued to grow this year, breaking last year’s record attendance. From a budget perspective, the challenge is that facilities are getting much more expensive. We may have to adjust our registration prices accordingly. Fortunately, we have continued to raise more revenues from corporate partners in recent years.
- 10 **Bulk Purchase Services.** This budget item represents the bulk purchasing service we are (slowly) building. We offer discounted subscriptions to the Capitol Morning Report (a 67% discount from a single license purchase) and a Politico News subscription. Last year we also reached an agreement to offer a group rate (25% off) on a bill tracking service (Capitol Track) for our members who are not current subscribers. Over time, we would like to see this service expand into higher cost items and services and provide another way to diversify our revenues (and make us less reliant on dues).
- 11 **Interest Income.** CALCOG recently changed banks to First Citizens Bank. As part of the service, we will have an account that will pay interest when we have significant positive balances (like after we collect member dues at the beginning of the year).
- 12 **Employee Staffing.** The salary line item includes two new positions that we started last year due to the increased volume of work related to the RIA grant. Staff is looking for other opportunities so that we can retain this level of staffing. However, if no additional funding sources are found, the organization will have to return to former staffing levels.

- 13 **Staffing Costs.** For purposes of billing, CALCOG budgets staff time based on a fully loaded hourly rate. The rate includes salary, benefits, overhead, and project administration. Overhead includes general administrative expenses in the budget plus an allocation of staff time from various employees. An additional factor is also added to the final billing rate to account for specific project management costs. These figures are consistent across all projects.
- 14 **Non Staffing Direct Expenses by Project.** Each major revenue program area has a specific budget that outlines direct costs and staffing costs for each project. Those budgets are included in the materials.
- 15 **Memberships, Conferences, Subscriptions.** This is a catch all category that captures our sources of information gathering. For example, our dues for the National Association of Regional Councils and the Association of Metropolitan Planning Organizations are billed to this account. We also charge news subscriptions and conference fees to this account.
- 16 **Reduced Rent.** Our rent has decreased by about 10,000 per year after our move into the SACOG offices. The savings is closer to \$15,000 after accounting for cheaper access to the SACOG board room for meetings, and reduced cost of internet connection.
- 17 **Line of Credit Interest.** This is a first year that we will have a line of credit. This line item reflects the cost of that credit.
- 18 **General Office Expense Clarification.** This figure under-represents our actual office costs by about \$12,000. Because CALCOG assumes that employees will use their cell phones and personal laptops for work, we have a \$150 per month home office allowance policy that is designed to defray a portion of these costs and be consistent with California Fair Employment Regulations that direct employers to provide some funding to offset the costs of cell phone and broadband when employees are expected to use personal resources to conduct work. These funds are included in the Payroll Taxes and Benefits line item under Employee Staffing.
- 19 **Office Furnishing.** Last year's budget was high due to the office move. This year this line item is reduced to reflect last year's investment.

G. PROPOSED MEMBER DUES SCHEDULE

- **Seven-Tiered Dues Structure.** The CALCOG dues structure has seven tiers. Six of the tiers are based on population. The seventh “small cog” tier is for small councils of governments that have very limited budgets because they do not receive transportation funding.
- **A Note About Population and Dues.** The seven tiers are based on population. But in areas where members have overlapping jurisdictions, the population is “split” so that no one is counted twice. For example, the population of Placer County is divided equally between the Sacramento Area Council of Governments and Placer County Transportation Planning Agency (we also factor in a few thousand people who live in the Placer County portion of the Tahoe Basin for Tahoe Regional Planning Agency). We use figures from the Department of Finance. Sometimes this gets a little tricky: for example, the population of Western Riverside County is split between the Western Riverside Council of Governments, Riverside County Transportation Commission, and Southern California Association of Governments.
- **Surcharges for Focus Areas (e.g., MPOs & SB 375; COGs that do RHNA).** CALCOG also adds a surcharge for MPOs related to RTP/SCS work and COGs with responsibility for RHNA on the theory that these areas require more work and focus. The MPO and RHNA columns in the table below show the level of these surcharges.

Base Dues Scale					4%		
Total FY 24/25 Dues \$ 533,214					1.04		
"CALCOG Population"	FY 20-21	FY 21-22	FY 22-23	23-24	FY 24-25	MPO	RHNA
1. Small COG	\$ 2,300	\$ 2,100	\$ 2,369	\$ 2,600	\$ 2,704	\$ 0	\$ 550
2. Less than 100,000	\$ 2,825	\$ 2,500	\$ 2,910	\$ 3,400	\$ 3,536	\$ 0	\$ 1,000
3. 100,000 to 300,000	\$ 3,300	\$ 3,050	\$ 3,399	\$ 3,850	\$ 4,004	\$ 1,900	\$ 1,500
4. 300,000 to 900,000	\$ 6,900	\$ 6,400	\$ 7,107	\$ 7,700	\$ 8,008	\$ 2,500	\$ 2,500
5. 900,000 to 1.75 M	\$ 11,850	\$ 11,350	\$ 12,206	\$ 12,800	\$ 13,312	\$ 3,000	\$ 3,000
6. 1.75 M to 6 M	\$ 26,000	\$ 25,200	\$ 26,780	\$ 27,000	\$ 28,080	\$ 4,500	\$ 4,000
7. Above 6 M - (SCAG)	\$ 36,500	\$ 35,600	\$ 37,595	\$ 38,000	\$ 39,520	\$ 6,000	\$ 5,000

See next page for a schedule of dues by member

	MEMBER	CALCOG Pop*	Base Dues	MPO	RHNA	TOTAL
1	Alameda County Transportation Commission	835,417	\$ 8,008	\$ -	\$ -	\$ 8,008
2	Association of Bay Area Governments	2,172,086	\$ 28,080	\$ -	\$ 4,000	\$ 32,080
3	Association of Monterey Bay Area Governments	387,365	\$ 8,008	\$ 2,500	\$ 2,500	\$ 13,008
4	Butte County Association of Governments	210,291	\$ 4,004	\$ 1,900	\$ 1,500	\$ 7,404
5	Calaveras Council of Governments	45,023	\$ 3,536	\$ -	\$ -	\$ 3,536
6	Coachella Valley Association of Governments	203,989	\$ 4,004	\$ -	\$ -	\$ 4,004
7	Contra Costa Transportation Authority	576,781	\$ 8,008	\$ -	\$ -	\$ 8,008
8	Council of Fresno County Governments	1,023,358	\$ 13,312	\$ 3,000	\$ 3,000	\$ 19,312
9	El Dorado County Transportation Commission	108,882	\$ 4,004	\$ -	\$ -	\$ 4,004
10	Humboldt County Association of Governments	133,302	\$ 4,004	\$ -	\$ 550	\$ 4,554
11	Imperial County Transportation Commission	94,389	\$ 3,536	\$ -	\$ -	\$ 3,536
12	Kern Council of Governments	917,553	\$ 13,312	\$ 3,000	\$ 3,000	\$ 19,312
13	Kings County Association of Governments	153,608	\$ 4,004	\$ 1,900	\$ 1,500	\$ 7,404
14	Lake County/City Area Planning Council	64,040	\$ 3,536	\$ -	\$ 1,000	\$ 4,536
15	Los Angeles County Metropolitan Transportation Authority	5,086,476	\$ 28,080	\$ -	\$ -	\$ 28,080
16	Madera County Transportation Commission	158,147	\$ 4,004	\$ 1,900	\$ -	\$ 5,904
17	Mendocino Council of Governments	87,946	\$ 3,536	\$ -	\$ 1,000	\$ 4,536
18	Merced County Association of Governments	283,521	\$ 4,004	\$ 1,900	\$ 1,500	\$ 7,404
19	Metropolitan Transp Commission	2,172,086	\$ 28,080	\$ 4,500	\$ -	\$ 32,580
20	Napa Valley Transportation Authority	69,544	\$ 3,536	\$ -	\$ -	\$ 3,536
21	Orange County Council of Governments	n/a	\$ 2,704	\$ -	\$ -	\$ 2,704
22	Orange County Transportation Authority	1,597,166	\$ 13,312	\$ -	\$ -	\$ 13,312
23	Placer County Transportation Planning Agency	249,275	\$ 4,004	\$ -	\$ -	\$ 4,004
24	Riverside County Transportation Commission	610,576	\$ 8,008	\$ -	\$ -	\$ 8,008
25	Sacramento Area Council of Governments	2,155,487	\$ 28,080	\$ 4,500	\$ 4,000	\$ 36,580
26	San Benito Council of Governments	31,177	\$ 3,536	\$ -	\$ 1,000	\$ 4,536
27	San Bernardino Associated Governments	1,090,269	\$ 13,312	\$ -	\$ -	\$ 13,312
28	San Diego Association of Governments	3,343,355	\$ 28,080	\$ 4,500	\$ 4,000	\$ 36,580
29	San Gabriel Valley Council of Governments	700,000	\$ 8,008			\$ 8,008
30	San Joaquin Council of Governments	773,632	\$ 8,008	\$ 2,500	\$ 2,500	\$ 13,008
31	San Luis Obispo Council of Governments	277,259	\$ 4,004	\$ 1,900	\$ 1,500	\$ 7,404
32	San Mateo County/City Association of Governments	386,622	\$ 4,004	\$ -	\$ 1,000	\$ 5,004
33	Santa Barbara County Association of Governments	451,840	\$ 8,008	\$ 2,500	\$ 2,500	\$ 13,008
34	Santa Clara Valley Transportation Authority	980,985	\$ 13,312	\$ -	\$ -	\$ 13,312
35	Santa Cruz County Regional Transp Commission	135,617	\$ 4,004	\$ -	\$ -	\$ 4,004
36	Shasta County Regional Transp Planning Agency	178,045	\$ 4,004	\$ 1,900	\$ -	\$ 5,904
37	Solano Transportation Authority	220,112	\$ 4,004	\$ -	\$ -	\$ 4,004
38	Sonoma County Transportation Authority	246,490	\$ 4,004	\$ -	\$ -	\$ 4,004
39	Southern California Association of Governments	9,510,894	\$ 39,520	\$ 6,000	\$ 5,000	\$ 50,520
40	South Bay Council of Governments	n/a	\$ 2,704	\$ -	\$ -	\$ 2,704
41	Stanislaus Council of Governments	557,709	\$ 8,008	\$ 2,500	\$ 2,500	\$ 13,008
42	Tahoe Regional Planning Agency	20,000	\$ 3,536	\$ 1,900	\$ -	\$ 5,436
43	Tahoe Transportation District	20,000	\$ 3,536	\$ -	\$ -	\$ 3,536
44	Transportation Agency for Monterey County	220,572	\$ 4,004	\$ -	\$ -	\$ 4,004
45	Transportation Agency for Marin	130,000	\$ 4,004			
46	Tulare County Association of Governments	479,977	\$ 8,008	\$ 2,500	\$ 2,500	\$ 13,008
47	Tuolumne County Transportation Council	54,917	\$ 3,536	\$ -	\$ -	\$ 3,536
48	Ventura County Transp Commission	421,443	\$ 8,008	\$ -	\$ -	\$ 8,008
49	Western Riverside Council of Governments	406,800	\$ 8,008	\$ -	\$ -	\$ 8,008
	TOTALS		\$ 435,864	\$ 51,300	\$ 46,050	\$ 533,214
	Totals		\$ 435,864	\$ 51,300	\$ 46,050	\$ 533,214

Attachment

SANDAG Borders Committee
agenda June 27, 2025



Borders Committee Agenda

Friday, June 27, 2025

1:30 p.m.

Welcome to SANDAG. The Borders Committee meeting scheduled for Friday, June 27, 2025, will be held in person in the SANDAG Board Room. While Borders Committee members will attend in person, members of the public will have the option of participating either in person or virtually.

For public participation via Zoom webinar, click the link to join the meeting: <https://us02web.zoom.us/j/89818763926>

Webinar ID: 898 1876 3926

To participate via phone, dial a number based on your current location in the US:

+1 (669) 900-6833 +1 (929) 205-6099 International numbers available: <https://us02web.zoom.us/u/kegd7uex4L>

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Public Comments: Members of the public may speak to the Borders Committee on any item at the time the Borders Committee is considering the item. Public speakers are generally limited to three minutes or less per person.

Persons who wish to address the members on an item to be considered at this meeting, or on non-agendized issues, may email comments to the Clerk at clerkoftheboard@sandag.org (please reference Borders Committee meeting in your subject line and identify the item number(s) to which your comments pertain). Comments received by 4 p.m. the business day before the meeting will be provided to members prior to the meeting. All comments received prior to the close of the meeting will be made part of the meeting record.

If you desire to provide in-person verbal comment during the meeting, please fill out a speaker slip, which can be found in the lobby. If you have joined the Zoom meeting by computer or phone, please use the "Raise Hand" function to request to provide public comment. On a computer, the "Raise Hand" feature is on the Zoom toolbar. By phone, enter *9 to "Raise Hand" and *6 to unmute. Requests to provide live public comment must be made at the beginning of the relevant item, and no later than the end of any staff presentation on the item. The Clerk will call on members of the public who have timely requested to provide comment by name for those in person and joining via a computer, and by the last three digits of the phone number of those joining via telephone. Should you wish to display media in conjunction with your comments, please inform the Clerk when called upon. The Clerk will be prepared to have you promoted to a position where you will be able to share your media yourself during your allotted comment time. In-person media sharing must be conducted by joining the Zoom meeting on the personal device where the content resides. Please note that any available chat feature on the Zoom meeting platform should be used by panelists and attendees solely for procedural or other "housekeeping" matters as comments provided via the chat feature will not be retained as part of the meeting record. All comments to be provided for the record must be made in writing via email or speaker slip, or verbally per the instructions above.

In order to keep the public informed in an efficient manner and facilitate public participation, SANDAG provides access to all agenda and meeting materials online at sandag.org/meetings. Additionally, interested persons can sign up for email notifications at sandag.org/subscribe. A physical copy of this agenda may be viewed at the SANDAG Toll Operations Office, 1129 La Media Road, San Diego, CA 92154, at any time prior to the meeting.

To hear the verbatim discussion on any agenda item following the meeting, the [audio/video](#) recording of the meeting is accessible on the SANDAG website.

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Los materiales de la agenda de SANDAG están disponibles en otros idiomas. Para hacer una solicitud, llame al (619) 699-1900 al menos 72 horas antes de la reunión.

Message from the Clerk: In compliance with Government Code §54952.3, the Clerk hereby announces that the compensation for legislative body members attending the following simultaneous or serial meetings is: Executive Committee (EC) \$100, Borders Committee (BC) \$100, Board of Directors (BOD) \$150, and Regional Transportation Commission (RTC) \$100. Compensation rates for the EC, BC, and BOD are set pursuant to the SANDAG Bylaws, and the compensation rate for the RTC is set pursuant to state law.



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This meeting will be conducted in English, and simultaneous interpretation will be provided in Spanish. Interpretation in additional languages will be provided upon request to ClerkoftheBoard@sandag.org at least 72 business hours before the meeting.

Esta reunión se llevará a cabo en inglés, y se ofrecerá interpretación simultánea en español. Se ofrecerá interpretación en otros idiomas previa solicitud a ClerkoftheBoard@sandag.org al menos 72 horas antes de la reunión.

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Vision Statement: Pursuing a brighter future for all

Mission Statement: We are the regional agency that connects people, places, and innovative ideas by implementing solutions with our unique and diverse communities.

Our Commitment to Equity: We hold ourselves accountable to the communities we serve. We acknowledge we have much to learn and much to change; and we firmly uphold equity and inclusion for every person in the San Diego region. This includes historically underserved, systemically marginalized groups impacted by actions and inactions at all levels of our government and society.

We have an obligation to eliminate disparities and ensure that safe, healthy, accessible, and inclusive opportunities are available to everyone. The SANDAG equity action plan will inform how we plan, prioritize, fund, and build projects and programs; frame how we work with our communities; define how we recruit and develop our employees; guide our efforts to conduct unbiased research and interpret data; and set expectations for companies and stakeholders that work with us.

We are committed to creating a San Diego region where every person who visits, works, and lives can thrive.



Borders Committee

MEMBERSHIP

The Borders Committee provides oversight for planning activities that impact the borders of the San Diego region (Orange, Riverside, and Imperial Counties and the Republic of Mexico) as well as government-to-government relations with tribal nations in San Diego County. The preparation and implementation of SANDAG's Binational, Interregional, and Tribal Liaison Planning programs are included under this purview. It advises the SANDAG Board of Directors on major interregional planning policy-level matters. Recommendations of the Borders Committee are forwarded to the SANDAG Board of Directors for action.

The Borders Committee generally meets at 1:30 p.m., on the fourth Friday of the month.

Staff contact: Héctor Vanegas, (619) 699-1972, hector.vanegas@sandag.org

MEMBERS

Jesus Eduardo Escobar
Supervisor, Imperial County

Carolina Chavez, Chair
Deputy Mayor, City of Chula Vista
(Representing South County)

Katie Melendez
Deputy Mayor, City of Vista
(Representing North County Inland)

Eric Joyce, Vice Chair
Deputy Mayor, City of Oceanside
(Representing North County Coastal)

Steve Goble
Councilmember, City of El Cajon
(Representing East County)

Vivian Moreno
Councilmember, City of San Diego

Joel Anderson
Supervisor, County of San Diego

ADVISORY MEMBERS

Ann Fox
Caltrans District 11

Alicia Kerber-Palma
Consulate General of Mexico
(Representing Mexico)

ALTERNATES

Luis Plancarte
Supervisor, Imperial County

Mitch McKay
Councilmember, City of Imperial Beach
(Representing South County)

Dan O'Donnell
Councilmember, City of Vista
(Representing North County Inland)

Terry Gaasterland
Mayor, City of Del Mar
(Representing North County Coastal)

Lauren Cazares
Councilmember, City of La Mesa
(Representing East County)

Sean Elo-Rivera
Councilmember, City of San Diego

Vacant
County of San Diego

ADVISORY MEMBERS — ALTERNATES

Melina Pereira
Caltrans District 11

Gilberto Luna
Consulate General of Mexico
(Representing Mexico)

ADVISORY MEMBERS

Vacant

(Representing Orange County)

Councilmember Colleen Wallace

City of Banning

(Representing Riverside County COGs)

Steve Castañeda

San Diego County Water Authority

David Salgado

Southern California Association of
Governments

Raymond Welch (Barona)

Southern California Tribal Chairmen's
Association

Harriet Taylor

Association of Planning Groups

ADVISORY MEMBERS — ALTERNATES

Vacant

(Representing Orange County)

Vacant

(Representing Riverside County COGs)

Valentine Macedo, Jr.

San Diego County Water Authority

Vacant

Southern California Association of
Governments

Cody Martinez (Sycuan)

Southern California Tribal Chairmen's
Association

Vacant

Association of Planning Groups

Borders Committee

Friday, June 27, 2025

Comments and Communications

1. Public Comments/Communications/Member Comments

Members of the public shall have the opportunity to address the Borders Committee on any issue within the jurisdiction of the Borders Committee that is not on this agenda. Public speakers are limited to three minutes or less per person. Public comments under this agenda item will be limited to five public speakers. If the number of public comments under this agenda item exceeds five, additional public comments will be taken at the end of the agenda. Borders Committee members and SANDAG staff also may present brief updates and announcements under this agenda item.

Consent

+2. Approval of Meeting Minutes

Approve

Francesca Webb, SANDAG

The Borders Committee is asked to approve the minutes from its May 23, 2025, meeting.

[Meeting Minutes](#)

Reports

3. Calexico Intermodal Transportation Center

Information

Marisa Mangan, SANDAG, and David Aguirre, Imperial County Transportation Commission

This presentation will provide an overview of the design and construction of the Calexico Intermodal Transportation Center, a regional mobility hub that will feature bus bays for transit services, Calexico Mobility On-Demand, farm labor buses, taxis, and inter-city or interregional bus services.

[Presentation.pdf](#)

4. United States-Mexico Transborder Pollution Environmental Crisis

Information

Rebeca Boutrous, State of Baja California, and Sally Spener, U.S. International Boundary and Water Commission

This presentation will provide an overview of recent progress in rehabilitating the San Antonio de los Buenos Wastewater Treatment Plant and the International Wastewater Treatment Plant, with a focus on improving treatment capacity and addressing infrastructure issues that affect the environment and communities on both sides of the border.

[Presentation.pdf](#)

Adjournment

5. Adjournment

The next Borders Committee meeting is scheduled for Friday, July 25, at 1:30 p.m.

+ next to an agenda item indicates an attachment

June 27, 2025

May 23, 2025, Meeting Minutes

[View Meeting Video](#)

Chair Carolina Chavez (South County) called the Borders Committee meeting to order at 1:36 p.m.

1. Non-Agenda Public Comments/Member Comments

Public Comments: Hernando Duran, Truth, Allegedly Audra, and Blair Beekman.

Member Comments: None.

Chief Executive Officer Mario Orso provided an update on agency activities.

Consent

2. Approval of Meeting Minutes

The Borders Committee was asked to approve the minutes from its April 25, 2025, meeting.

Public Comments: Allegedly Audra, Blair Beekman.

Action: Upon a motion by Supervisor Joel Anderson (County of San Diego), and a second by Vice Chair Eric Joyce (North County Coastal), the Borders Committee voted to approve the Consent Agenda.

The motion passed.

Yes: Chair Chavez, Vice Chair Joyce, Councilmember Steve Goble (East County), Deputy Mayor Katie Melendez (North County Inland), and Supervisor Anderson.

No: None.

Abstain: None.

Absent: City of San Diego, Imperial County.

Reports

4. Regional Safety Planning Updates

This item was taken out of order.

Senior Regional Planner Sam Sanford, Regional Planner Austin Norman, and Mark Webb and Nathan Howard, La Jolla Band of Luiseño Indians, presented the final regional Vision Zero Action Plan, tribe Comprehensive Safety Action Plan, supporting safety tools, and regional safety statistics.

Public Comments: Truth, Allegedly Audra, and Blair Beekman.

Action: Information.

3. California - Baja California Border Resiliency Plan

Senior Regional Planner Kim Smith and Senior Public Communications Officer Ashley Solorio presented an update on the California – Baja California Border Resiliency Plan.

Public Comments: Truth, Allegedly Audra, and Blair Beekman.

Action: Discussion.

5. Adjournment

The next Borders Committee meeting is scheduled for Friday, Friday, June 27, 2025, at 1:30 p.m.

Chair Chavez adjourned the meeting at 3:14 p.m.

DRAFT

Confirmed Attendance at Borders Committee Meeting

Jurisdiction	Name	Member/ Alternate	Attended
South County	Carolina Chavez, Chair	Member	Yes
	Mitch McKay	Alternate	No
East County	Steve Goble	Member	Yes
	Lauren Cazares	Alternate	No
City of San Diego	Vivian Moreno	Member	No
	Sean Elo-Rivera	Alternate	No
County of San Diego	Joel Anderson	Member	Yes
	Vacant	Alternate	--
Imperial County	Jesus Eduardo Escobar	Member	No
	Luis Plancarte	Alternate	No
North County Coastal	Eric Joyce, Vice Chair	Member	Yes
	Terry Gaasterland	Alternate	No
North County Inland	Katie Melendez	Member	Yes
	Dan O'Donnell	Alternate	No
Riverside County	Colleen Wallace	Member	Yes
	Vacant	Alternate	—
Republic of Mexico	Alicia Kerber-Palma	Member	No
	Gilberto Luna	Alternate	No
Southern California Tribal Chairmen's Association	Raymond Welch	Member	No
	Cody Martinez	Alternate	No
Caltrans	Ann Fox	Member	No
	Melina Pereira	Alternate	Yes
San Diego County Water Authority	Steve Casteneda	Member	Yes
	Valentine Macedo, Jr.	Alternate	No
Southern California Association of Governments	David C. Salgado	Member	Yes
	Vacant	Alternate	—
Orange County	Vacant	Member	—
	Vacant	Alternate	—
Association of Planning Groups	Harriet Taylor	Member	No
	Vacant	Alternate	—



Mobility Hub Planning

SANDAG and ICTC Collaboration

Borders Committee | Item 3
Marisa Mangan and David Aguirre
June 27, 2025

Regional Planning Context

- SANDAG and ICTC have collaborated to demonstrate leadership in the realm of **mobility hub** planning
- High quality transit services need **safe and efficient** ways to connect to stations
- Supporting **services and amenities** extend the 'reach' of transit beyond the first and last mile



SANDAG | 2

Mobility Hub Features Catalog

TRANSIT
AMENITIES



PEDESTRIAN
AMENITIES



BIKE
AMENITIES



MOTORIZED
SERVICES
AMENITIES



SUPPORT
SERVICES &
AMENITIES



SANDAG | 3

Mobility Hub Concepts

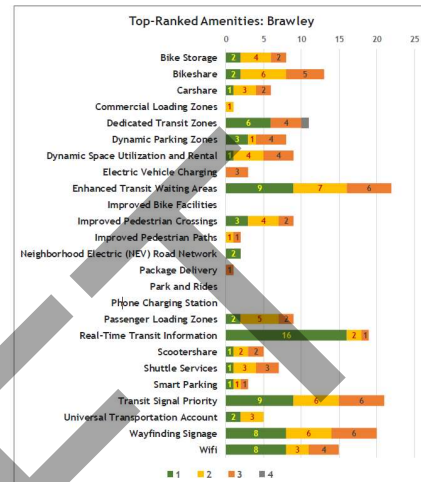


OCEANSIDE TRANSIT CENTER (PLATFORM)



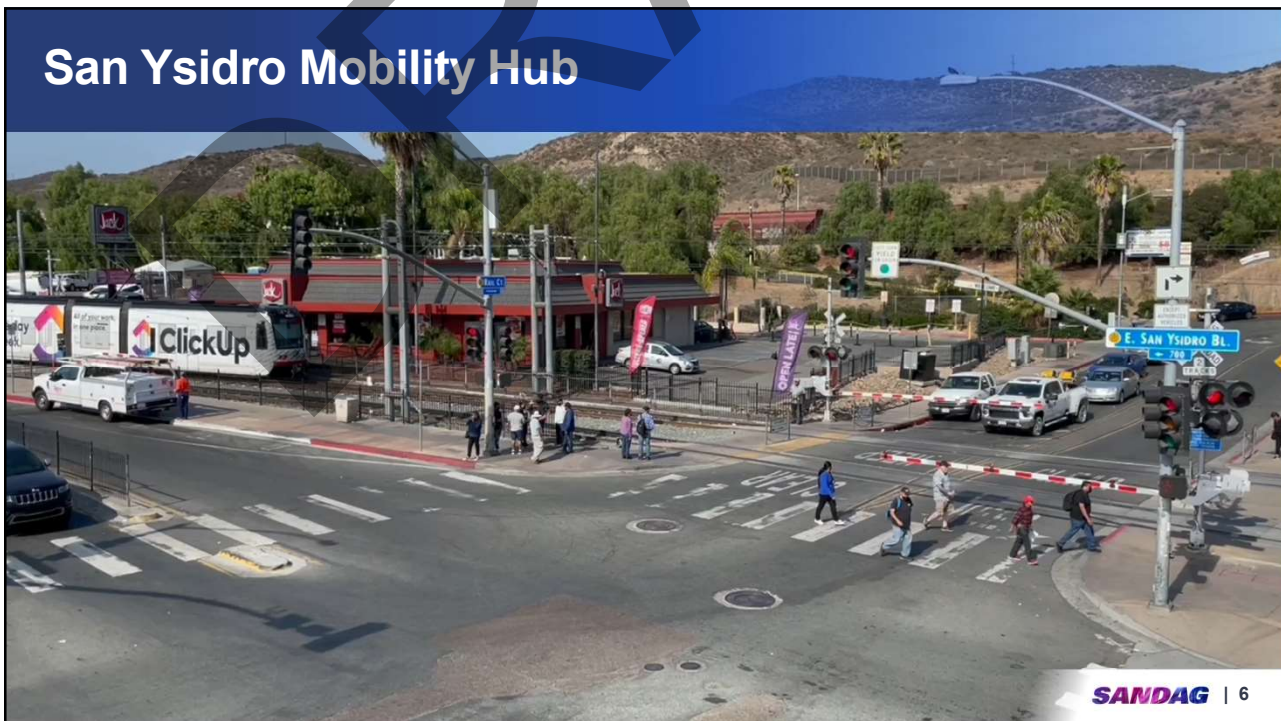
SANDAG | 4

Mobility Hub Outreach – Imperial County



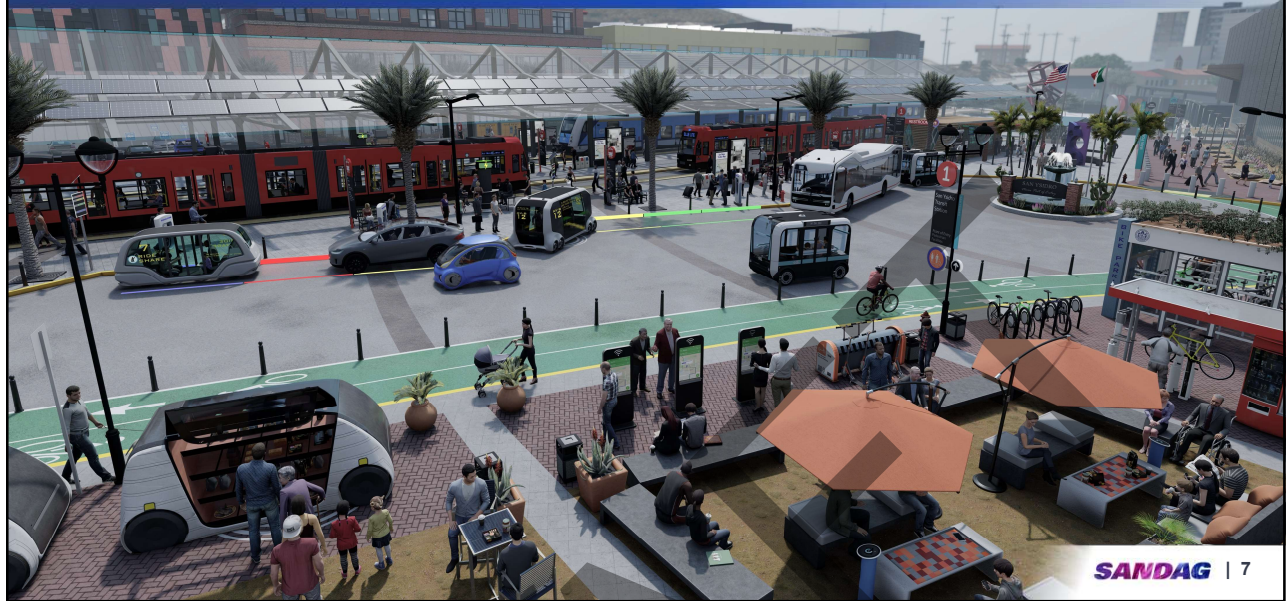
SANDAG | 5

San Ysidro Mobility Hub



SANDAG | 6

San Ysidro Mobility Hub



DRAFT

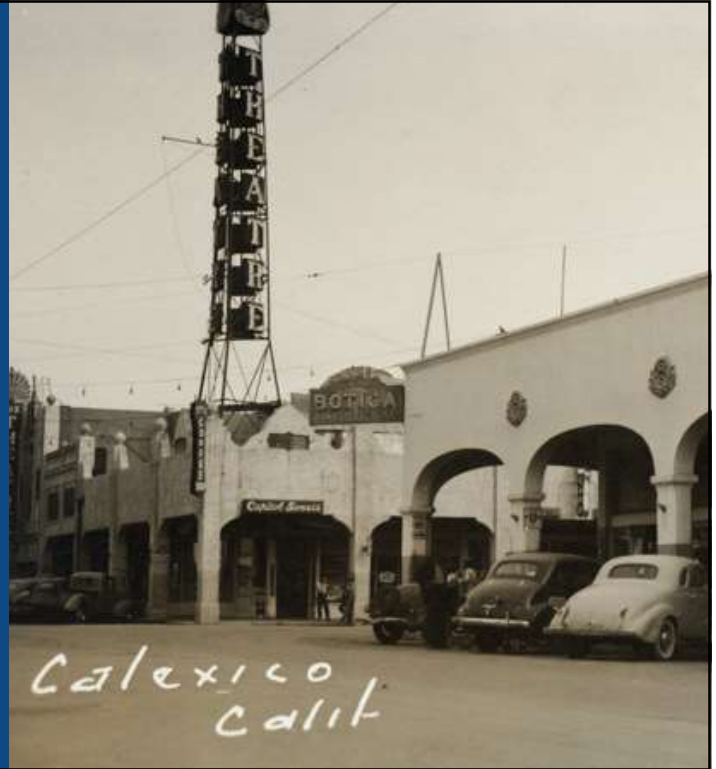


CALEXICO INTERMODAL TRANSPORTATION CENTER

Presented By:
DAVID AGUIRRE



WWW.IMPERIALCTC.ORG



TRANSIT CENTER PORTFOLIO

**EL CENTRO
REGIONAL
TRANSPORTATION
CENTER**

**IMPERIAL
TRANSIT PARK**

**CALEXICO
INTERMODAL
TRANSPORTATION
CENTER**

**IMPERIAL
VALLEY
COLLEGE
TRANSIT CENTER**

**BRAWLEY
TRANSIT
CENTER**

- Facilitate pedestrian movement and access to public and private transportation services
- Consolidate connections among transportation modes
- Activate and enhance downtown development

SCHEDULE

1. Feasibility Study 2018
2. Completion of Environmental June 2021
3. Completion of Design February 2022
4. Construction started March 2025
5. Construction ending March 2026



FEASIBILITY STUDY



- Provide a central downtown facility for multiple transportation modes.
- Collaboratively and cooperatively determine the feasibility of a new Intermodal Transportation Center (ITC).
- Identify users and program design requirements.
- Develop a facility design and location that complements and leverages the Port of Entry.
- Survey transit customers to understand their needs.
- Develop an implementation plan.



FEASIBILITY STUDY

2013-2014 Calexico Border
Intermodal Transportation
Feasibility Study



PUBLIC ENGAGEMENT

- Stakeholders Interviews
- Community Walk
- Community Forum
- Surveys



TECHNICAL STUDIES

- Define Minimum Site Requirements
- Identify Range of Alternatives
- Alternative Analysis
- Develop Financial and Implementation Plan

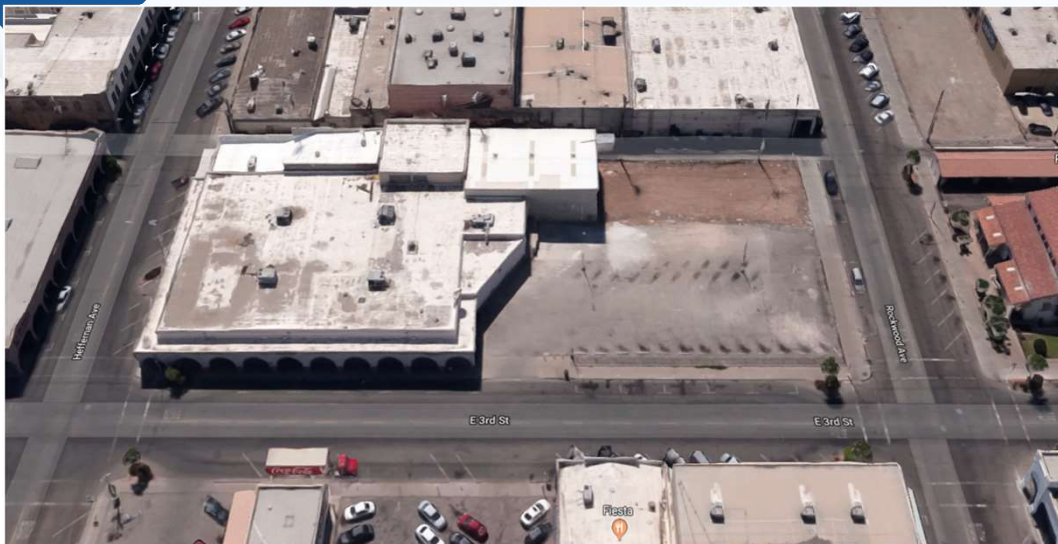
FUNDING SOURCES

- \$500k CMAQ – Design and Environmental
- \$12.9 Million - US Department of Transportation (DOT) Rebuilding American Infrastructure with Sustainability and Equity (RAISE) program discretionary grant
- \$1.1 Million - Active Transportation Program (ATP)
- \$1 Million - Regional Early Action Planning (REAP 2.0) County Transportation Commission Partnership Programs
- \$4.1 Million Community Project Funding / Congressionally Directed Spending

TOTAL FUNDING: \$19 Million

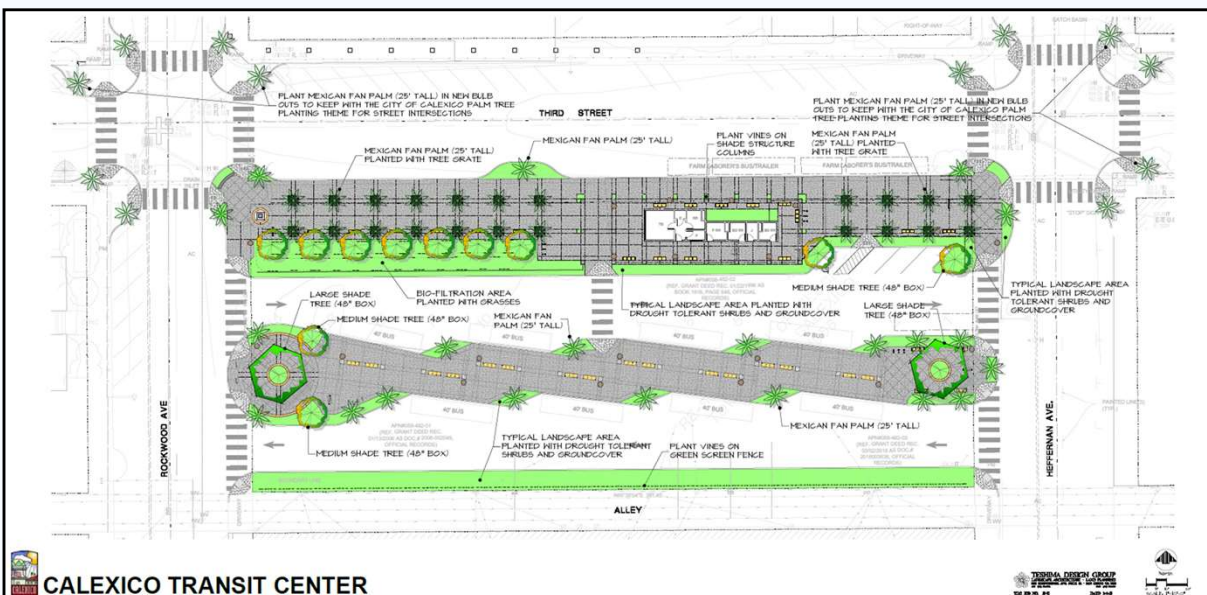


LOCATION



- Located in Downtown Calexico and near the Calexico West Port of Entry
- Located near shopping, housing and education

Conceptual View



CALEXICO TRANSIT CENTER

FACILITY AMENITIES



The facility will provide the public with multiple transportation options (IV Transit, Fixed Route, Calexico On Demand, IVT Ride Now and taxi services); ability to purchase public transit passes, shade canopies and waiting areas, benches, lighting and landscaping, security infrastructure, a public restroom, customer service window and ADA compliant pedestrian improvements.



Public and Private Transportation Services



Purchase Public Transit Passes & Customer Service



Shade Canopies and Waiting Areas & Benches



Bicycle racks, lighting and landscaping



Security Infrastructure, Public Restroom and ADA compliant infrastructure



THANK YOU



CONTACT INFORMATION:



760-592-4494



davidaguirre@imperialctc.org



www.imperialctc.org



BAJA CALIFORNIA

GOBIERNO DEL ESTADO

PTAR SAN ANTONIO DE LOS BUENOS (PUNTA BANDERA)

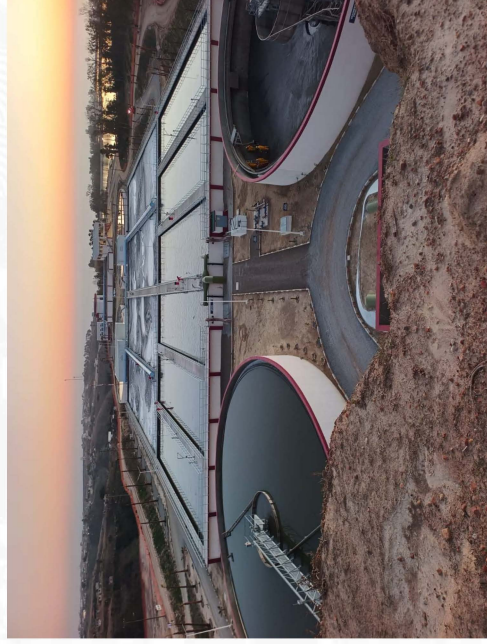


ECONOMÍA
Secretaría de Economía e Innovación

CURRENT STATUS

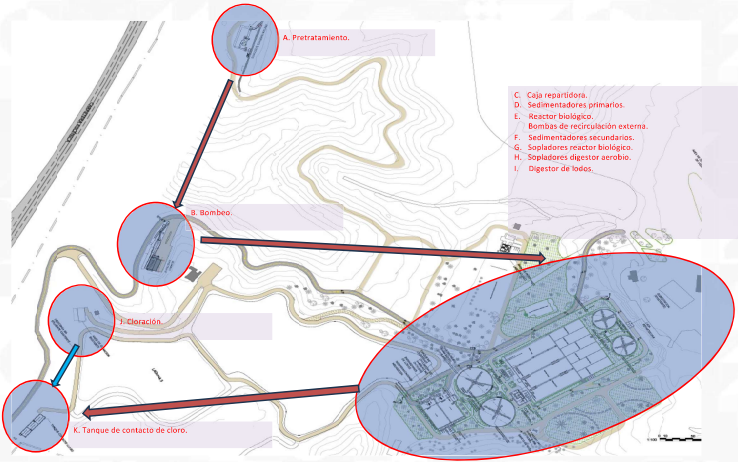
The plant is in the process of stabilization because it's not just about filling the tanks but also allowing the water to mature at each stage, and the sludge pumps are functioning properly; tests have already been conducted.

- **Construction:** 100%
- **Operational:** 99.9%



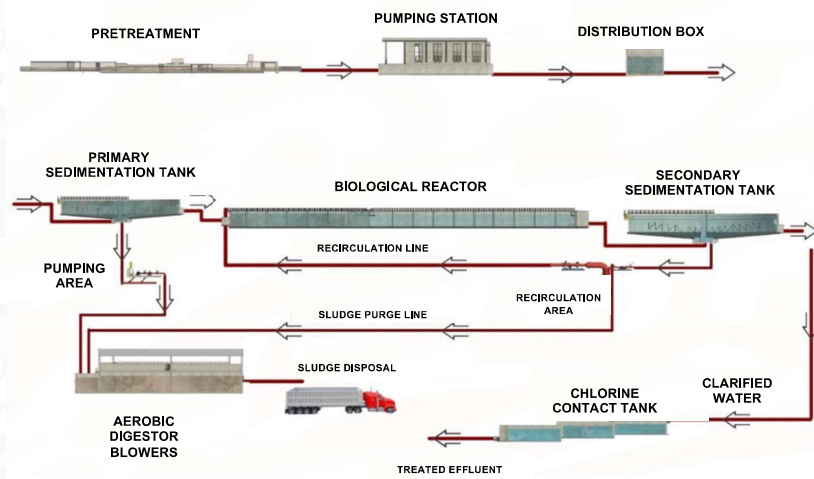
FEBRUARY 2025

Ongoing activities for the stabilization and commissioning of the plant.



A. Pretreatment.	98%
B. Pumping Station.	100%
C. Distribution box.	100%
D. Primary sedimentation tanks.	98%
E. Biological reactor.	97%
F. Secondary sedimentation tanks.	98%
G. Reactor blowers.	97%
H. Aerobic digester blowers.	98%
I. Sludge digester.	92%
J. Chlorination building.	80%
K. Chlorine contact tank.	97%





Two Phase Biological Process of the Plant:

Phase 1: marked in green, Train 1 is considered the first to be filled and is the one that has made the most progress in stabilizing the levels, with a completion date at the end of March 2025.

Phase 2: marked in red, Train 2 is the 2nd to be filled and stabilized levels, with a completion date at the end of April 2025.

These can operate independently or together as a single plant.



The 69 KV Substation is now operational and energized by CFE, enabling the wastewater treatment plant (PTAR) to function effectively.

THANK YOU!



KURT I. HONOLD MORALES
SECRETARY OF ECONOMY AND INNOVATION



INTERNATIONAL BOUNDARY AND WATER COMMISSION

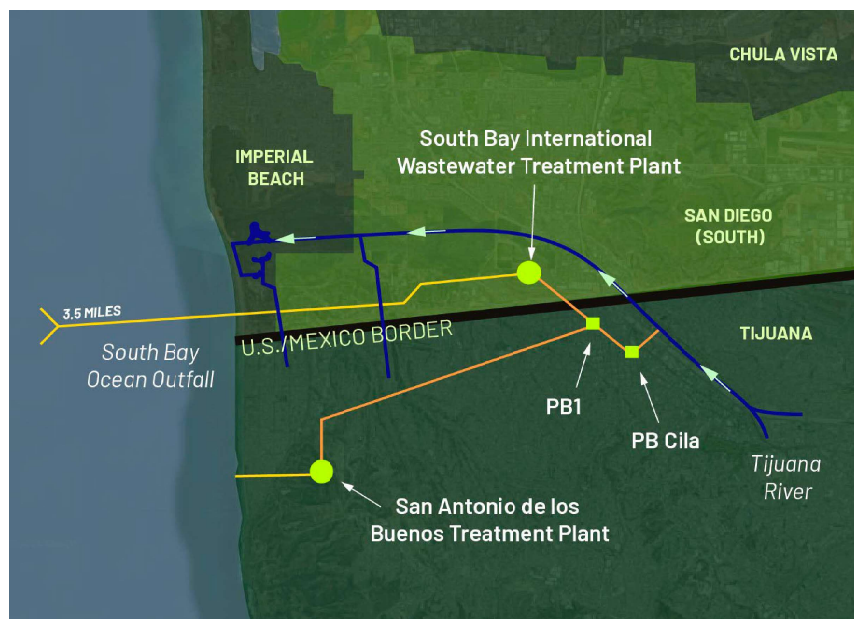
UNITED STATES SECTION

South Bay International Wastewater Treatment Plant (SBIWTP) Rehabilitation and Expansion Progressive Design Build (PDB)

Sally E. Spener, Secretary
SANDAG Borders Committee
Jun 27, 2025



SBIWTP REHABILITATION AND EXPANSION PDB





SBIWTP REHABILITATION AND EXPANSION

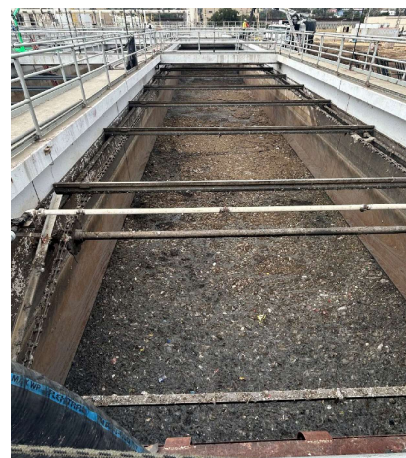
- Contractor: PCL Construction, Inc. & Stantec Consulting Services
- Progressive-Design-Build (PDB) delivery to expedite project implementation
- Expand SBIWTP from 25 to 50 MGD (75 MGD peak)
- Work awarded:
 - ✓ Design Contract Awarded: August 2024
 - 30% Design (Max. Construction Contract Ceiling Price): July 2025
 - 60% Design: December 2025
 - 90% Design (finalize cost estimates): April 2026
 - 100% Design (firm fixed construction price): September 2026
 - Developing strategies to greatly accelerate 5-year construction timeline (dates above are estimates)

Providing binational solutions along the U.S.-Mexico Border



SBIWTP REHABILITATION AND EXPANSION

- ✓ Grit removal system prevents unnecessary wear and damage to mechanical equipment and accumulation of grit in pipelines, channels, and process tanks.
- ✓ Early Works Packages with award dates:
 - Grit facility: March 2025
 - Updating aging parts: August 2025
 - Concrete Repairs on critical structures: August 2025
 - Site Preparation: February 2026
 - Long Lead Equipment: June 2026.



PST 5 Sediment Buildup after 2 months in operation 6/2024

Providing binational solutions along the U.S.-Mexico Border



INCREMENTAL INCREASE OF 10 MGD

- Work awarded:
 - ✓ 10 MGD incremental increase: April 2025
 - ✓ Incremental increase temporary equipment: May 2025
 - ✓ **100-day** acceleration notice to proceed on May 20, 2025



Photo credit: Surfrider

Providing binational solutions along the U.S.-Mexico Border



INCREMENTAL INCREASE OF 10 MGD

- 10 MGD increase:
 - ✓ More dry-weather flows to be treated
 - ✓ 10 MGD increase to SBIWTP using Advanced Primary Treatment (APT)
 - ✓ Secondary (25 MGD) and APT (10 MGD) to be blended and discharged through ocean outfall



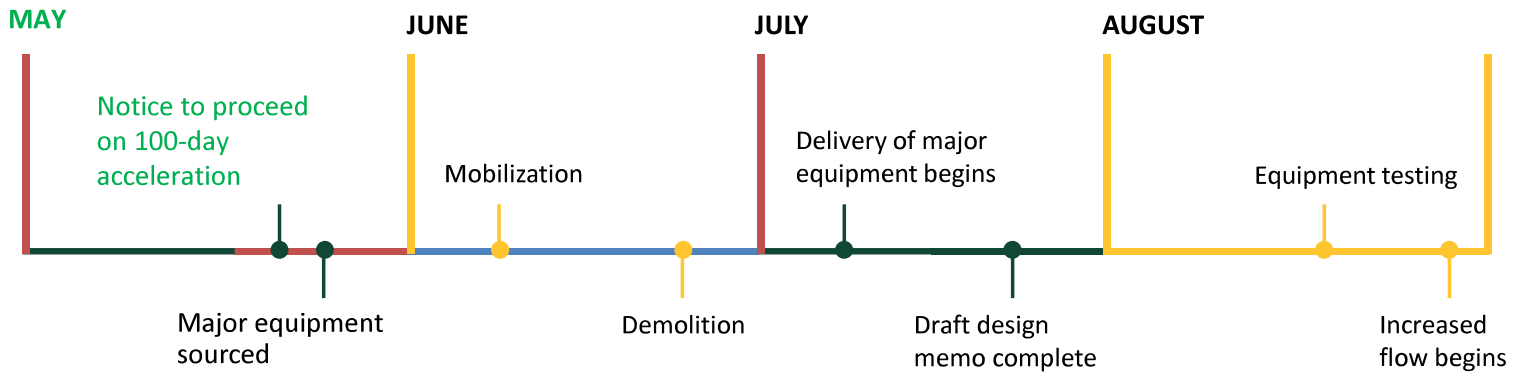
TRNERR estuary park will see a reduction of wastewater flow

Providing binational solutions along the U.S.-Mexico Border



100-DAY TIMELINE

May 20, 2025 - August 28, 2025



INCREMENTAL INCREASE OF 10 MGD

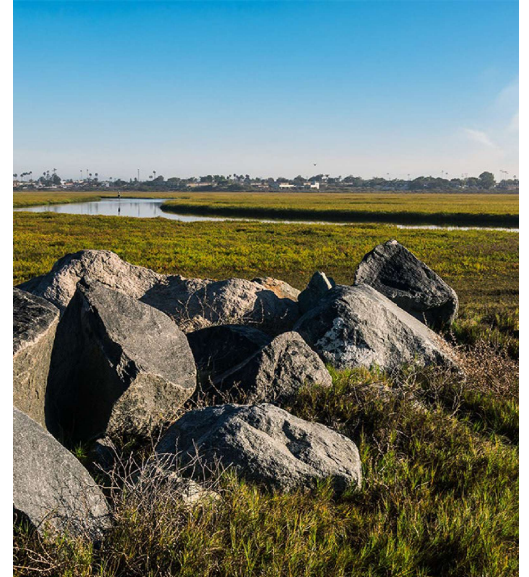
June 23, 2025 – Day 34

- Contractor continuing with 100-day incremental 10MGD increase.
 - ✓ PCL confirmed sourced units will perform as required for the incremental expansion. Issued purchase orders – on track
 - ✓ PCL onsite this week to mobilize and start initial demo
 - Anticipate delivery of equipment in July and early August
 - Anticipate equipment testing in August
 - Anticipate to be ready August 28, 2025
 - ❖ Parallel tracks
 - Permit Amendment
 - Plant Operation Modification



OUTCOMES IN 100 DAYS

- Existing plant remains operational at 25 MGD
- Additional infrastructure increases capacity to 35 MGD
- Creates blended secondary and advanced primary for discharge through ocean outfall
- Decrease dry-weather sewage flows in the Tijuana River
- Improves air quality and water quality



Providing binational solutions along the U.S.-Mexico Border



QUESTIONS AND DISCUSSION

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Linkedin: [linkedin.com/company/usibwc](https://www.linkedin.com/company/usibwc)



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Providing binational solutions along the U.S.-Mexico Border

Attachment

SANDAG Borders Committee
agenda July 25, 2025



Borders Committee Agenda

Friday, July 25, 2025, 1:30 p.m.

SANDAG Board Room

1011 Union Street, First Floor

San Diego, CA 92101

At SANDAG, we strive to make our meetings, events, and documents accessible to all. SANDAG Board of Directors, Policy Advisory Committee, and working group meetings are open to the public in person and/or virtually in accordance with the Ralph M. Brown Act. Many accommodations are automatically available at our public meetings.

Visit [SANDAG.org/meetingassistance](https://sandag.org/meetingassistance) for more information. For a printed version of the information on that web page, contact clerkoftheboard@sandag.org.

Attendees are subject to metal detector screening for weapons prohibited from the meeting per California Penal Code §171b. Review the [SANDAG Public Meeting Screening Policy](https://sandag.org/meetingassistance) and meeting conduct at [SANDAG.org/meetingassistance](https://sandag.org/meetingassistance) before attending. SANDAG offices are transit accessible. Public bike racks are available on the west side of the building.

Participate virtually via [Zoom](https://zoom.us). Webinar ID: 854 8999 8637
Or Telephone: US: +1 669 900 6833

Public comments can be made in person or virtually or submitted online. Visit [SANDAG.org/meetingassistance](https://sandag.org/meetingassistance) for instructions.

Agendas and Meeting Materials

Access agendas and materials from the [SANDAG.org/calendar](https://sandag.org/calendar) event page for each meeting. Printed agendas are available for review at the SANDAG Customer Service Center, 1129 La Media Road, San Diego, CA 92154. A limited number of printed agenda materials are provided at Board and committee meetings.

Language and Accessibility Services

Interpretation: Meetings are conducted in English, and simultaneous interpretation is provided in Spanish. Interpretation devices are provided at the meeting. SANDAG will provide simultaneous or consecutive interpretation in another language, including ASL, during public meetings or events upon request. Email languageassistance@sandag.org at least 72 business hours before the meeting or event.

Esta reunión se llevará a cabo en inglés, y se ofrecerá interpretación simultánea en español.

Free Language Assistance | Ayuda gratuita con el idioma | Libreng Tulong sa Wika | Hỗ trợ ngôn ngữ miễn phí | | | |
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Closed captioning: Closed captioning is available via Zoom's Show Captions "CC" icon.

Other accommodations: For other ADA accommodations or alternative formats, contact clerkoftheboard@sandag.org or 619.699.1900 at least 72 business hours before the meeting. For TTY services, dial 711.

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Compensation: Per Government Code §54952.3, legislative body members receive the following compensation for simultaneous or serial meetings attended: \$100 for Executive Committee, \$100 for Borders Committee, and \$150 for Board of Directors, pursuant to the SANDAG Bylaws; \$100 for Regional Transportation Commission pursuant to state law.

1. Call to Order

2. Non-Agenda Public Comments/Member Comments

Members of the public shall have the opportunity to address the Borders Committee on any issue within the jurisdiction of SANDAG that is not on this agenda. Public speakers are limited to three minutes or less per person. Public comments under this agenda item will be limited to five public speakers. If the number of public comments under this agenda item exceeds five, additional public comments will be taken at the end of the agenda. Members and SANDAG staff also may present brief updates and announcements under this agenda item.

3. Consent

3.1 Approval of Meeting Minutes

Francesca Webb, SANDAG

ACTION: APPROVE

The Borders Committee is asked to approve the minutes from its June 27, 2025, meeting.

4. Regional Beach Sand Project III - Phase 1

Courtney Becker, SANDAG, Leslea Meyerhoff, City of San Clemente, and Susan Brodeur, Orange County Parks.

ACTION: INFORMATION

The Borders Committee will be briefed on the draft results of the Feasibility Study and Economic Analysis for the Regional Beach Sand Project III, Phase 1.

5. San Diego Advanced Air Mobility Strategic Implementation Toolkit

Katelyn McCauley, SANDAG

ACTION: INFORMATION

Staff will present the San Diego Advance Air Mobility framework and San Diego Advance Air Mobility Strategic Implementation Toolkit to prepare the San Diego region for the impending technology.

6. Adjournment

The next Borders Committee meeting is scheduled for September 26, 2025, at 1:30 p.m.

July 25, 2025

June 27, 2025, Meeting Minutes

[View Meeting Video](#)

Chair Carolina Chavez (South County) called the Borders Committee meeting to order at 1:30 p.m.

1. Non-Agenda Public Comments/Member Comments

Public Comments: Hernando Duran, Truth, The Original Dra, Blair Beekman, Rudolph McFrazier.

Member Comments: None.

Chief Executive Officer Mario Orso provided an update on agency activities.

Consent

2. Approval of Meeting Minutes

The Borders Committee was asked to approve the minutes from its May 23, 2025, meeting.

Public Comments: The Original Dra.

Action: Upon a motion by Supervisor Joel Anderson (County of San Diego), and a second by Vice Chair Eric Joyce (North County Coastal), the Borders Committee voted to approve the Consent Agenda.

The motion passed.

Yes: Chair Chavez, Vice Chair Joyce, Deputy Mayor Katie Melendez (North County Inland), and Supervisor Joel Anderson (County of San Diego).

No: None.

Abstain: Supervisor Jesus Eduardo Escobar (Imperial County).

Absent: City of San Diego, East County.

Reports

3. Calexico Intermodal Transportation Center

Senior Regional Planner Marisa Mangan, and David Aguirre, Imperial County Transportation Commission, provided an overview of the design and construction of the Calexico Intermodal Transportation Center, a regional mobility hub that will feature bus bays for transit services, Calexico Mobility On-Demand, farm labor buses, taxis, and inter-city or interregional bus services.

Public Comments: Truth, The Original Dra.

Action: Information.

4. United States-Mexico Transborder Pollution Environmental Crisis

Rebeca Boutrous, State of Baja California, and Sally Spener, U.S. International Boundary and Water Commission, provided an overview of recent progress in rehabilitating the San Antonio de los Buenos Wastewater Treatment Plant and the International Wastewater Treatment Plant, with a focus on improving treatment capacity and addressing infrastructure issues that affect the environment and communities on both sides of the border.

Public Comments: Truth, The Original Dra.

Action: Information.

5. Adjournment

The next Borders Committee meeting is scheduled for Friday, Friday, July 25, 2025, at 1:30 p.m.

Chair Chavez adjourned the meeting at 2:50 p.m.

DRAFT

Confirmed Attendance at Borders Committee Meeting

Jurisdiction	Name	Member/ Alternate	Attended
South County	Carolina Chavez, Chair	Member	Yes
	Mitch McKay	Alternate	No
East County	Steve Goble	Member	No
	Lauren Cazares	Alternate	No
City of San Diego	Vivian Moreno	Member	No
	Sean Elo-Rivera	Alternate	No
County of San Diego	Joel Anderson	Member	Yes
	Vacant	Alternate	—
Imperial County	Jesus Eduardo Escobar	Member	Yes
	Luis Plancarte	Alternate	No
North County Coastal	Eric Joyce, Vice Chair	Member	Yes
	Terry Gaasterland	Alternate	No
North County Inland	Katie Melendez	Member	Yes
	Dan O'Donnell	Alternate	No
Riverside County	Colleen Wallace	Member	Yes
	Vacant	Alternate	—
Republic of Mexico	Alicia Kerber-Palma	Member	No
	Gilberto Luna	Alternate	No
Southern California Tribal Chairmen's Association	Raymond Welch	Member	Yes
	Cody Martinez	Alternate	No
Caltrans	Ann Fox	Member	No
	Melina Pereira	Alternate	Yes
San Diego County Water Authority	Steve Casteneda	Member	Yes
	Valentine Macedo, Jr.	Alternate	No
Southern California Association of Governments	David C. Salgado	Member	
	Vacant	Alternate	—
Orange County	Vacant	Member	—
	Vacant	Alternate	—
Association of Planning Groups	Harriet Taylor	Member	No
	Vacant	Alternate	—

July 25, 2025

Regional Beach Sand Project III: Phase 1

Overview

San Diego is internationally recognized for its striking coastline and picturesque beaches, which serve as major drivers of tourism, while also providing essential protection for the region's coastal infrastructure.

SANDAG has led two regional beach nourishment projects in 2001 and 2012 placing a total of 3.6 million cubic yards of sand on the region's beaches (Attachment 1). At the request of the coastal jurisdictions, SANDAG has developed the necessary steps and funding requirements for a third Regional Beach Sand Project (RBSP III).

SANDAG staff will present a summary of the Feasibility Study and Economic Analysis (i.e., planning studies) and highlight the interregional collaboration between Orange and San Diego counties to advance RBSP III. Additionally, representatives from Orange County will present on their local and regional nourishment efforts.

Action: Information

The Borders Committee will be briefed on the draft results of the Feasibility Study and Economic Analysis for the Regional Beach Sand Project III, Phase 1.

Fiscal Impact:

None. The planning studies for Regional Beach Sand Project III have been funded by the ten participating local jurisdictions. Grants are being sought for future phases.

Schedule/Scope Impact:

The final Feasibility Study and Economic Analysis will be completed and made available August 2025.

Key Considerations

- The planning studies covers all eight coastal cities in the San Diego region and two Orange County cities (San Clemente and Dana Point) that are within the Oceanside littoral cell¹ (Attachment 2). Recognizing SANDAG's success in prior beach nourishment efforts, the Orange County cities requested to participate in RBSP III and are providing their fair share of costs to fund the planning studies.
- A total of 5,853,000 cubic yards (CY) is proposed for RBSP III with 4,303,000 CY to be placed on 15 beaches in San Diego and 1,550,000 CY to be placed on 3 beaches in Orange County. Receiver sites and volumes were based upon previous nourishment efforts and jurisdictional input (Attachment 3). In total, the draft estimate for Construction and Post-Monitoring for RBSP III, including hard and soft costs, and contingency, is \$260 million.
- The Economic Analysis Report prepared for RBSP III follows federal standards. The combined Benefit-Cost Ratio (BCR) for RBSP III was 5.7, which is well above the greater than 1 cost effectiveness requirement.
- SANDAG received over 200 comments on the draft Feasibility Study and Economic Report from the participating coastal cities after a 45-day review period. Over the next few weeks, the project team will work on incorporating the comments received and will finalize the report in August.
- SANDAG has applied to the State of California's Division of Boating and Waterways for a Public Beach Restoration grant requesting \$5,525,000 to fund the next phase of the RBSP III,

¹ A littoral cell is self-contained compartment within which sand circulates. The San Diego region has three littoral cells that stretch from Dana Point to the U.S.- Mexico border and referred to as the Oceanside, Mission Bay and Silver Strand littoral cells

Environmental Permitting and Design. SANDAG is also working to get federal appropriations for the U.S. Army Corps of Engineers to investigate expanding their current nourishment efforts to cover more beaches in San Diego and Orange County and to include them in a cycle of nourishment efforts over the next 50 years.

- In late 2024, the five counties of southern California formed the Southern California Beach Sand Collaborative to collaborate on beach nourishment and shoreline management issues from Point Conception to the U.S.-Mexican border. This group has been meeting quarterly to discuss regional challenges, funding opportunities, best practices and coordinated solutions for beach nourishment and shoreline management across Southern California.
- Southern Orange County is engaged in several collaborative beach nourishment and coastal protection projects, including: the USACE Coastal Storm Damage Reduction project and collaboration with the Orange County Transportation Authority (OCTA) to place sand on beaches adjacent to the coastal rail line to add protection from erosion. Furthermore, the 2025 OCTA Grand Jury Report identified that the lack of a hopper dredge on the West Coast is a significant regional challenge that poses a major barrier to timely and cost-effective beach nourishment initiatives.

Next Steps

The final Feasibility Study and Economic Analysis Report will be provided to participating coastal cities in San Diego and Orange County in August 2025. SANDAG will continue to collaborate with its interregional partners to pursue grant funding opportunities and collaborate on shoreline management efforts.

Antoinette Meier, Senior Director of Regional Planning

- Attachments:
1. Got Sand?
 2. Southern California Littoral Cells
 3. Receiver Sites Locations

SANDAG Infobits

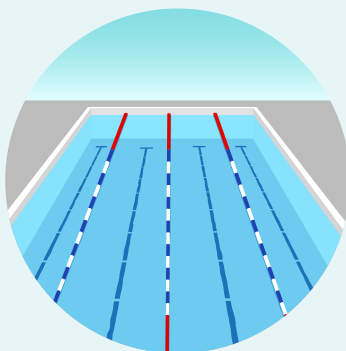
Got Sand? Why Our Beaches Need TLC

July 2020

Did you know?



Coastal erosion, a reduction in sediment from inland waterways, and rising sea levels threaten our region's beaches.



Since 2001, SANDAG has placed approximately **3.6 million cubic yards** of beach quality sand onto our region's beaches. That's enough sand to fill **1,100 Olympic-size swimming pools!**



Sea level rise poses a **threat to our coastal transportation facilities**, including the railroad on top of the Del Mar Bluffs, which could impact the movement of goods and people in our region.

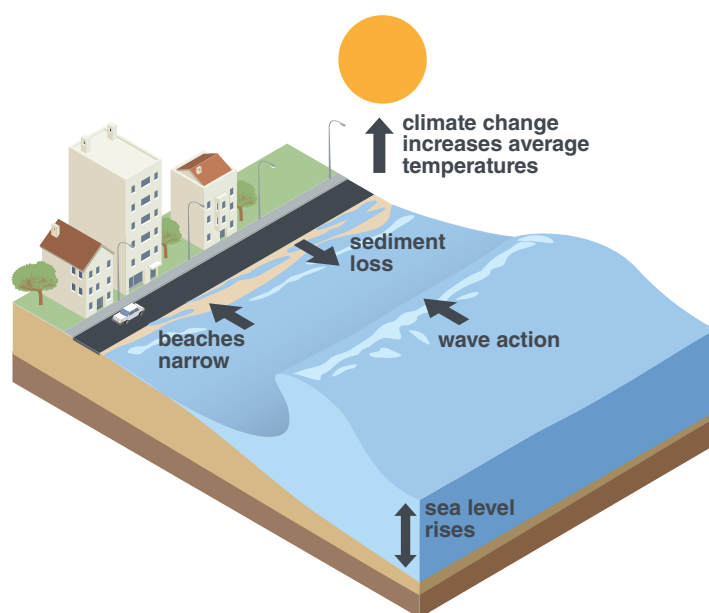
With about 70 miles of coastline, the beaches in the San Diego region are enjoyed by locals and tourists alike. But many people are unaware that policy makers are working to ensure our beaches are maintained and sustainable for years to come.

Why are our beaches at risk? Erosion is a continuous process in which rock, soil, and other materials are worn away and transported by natural forces such as wind and water. California's shorelines are steadily eroding and development has decreased the natural supply of sand that helps to sustain our beaches. Rising sea levels exacerbate this issue and create new threats to the coastline and coastal infrastructure including the second busiest rail corridor in the nation linking San Diego to Los Angeles and San Luis Obispo.

Since the 1980s, the SANDAG Shoreline Preservation Working Group has advised the SANDAG Regional Planning Committee, one of the five SANDAG policy committees that advises the SANDAG Board of Directors.

Thanks to the work of the Shoreline Preservation Working Group, during the last 25 years SANDAG has developed regional sediment management policies, managed an ongoing shoreline monitoring program, and completed several projects to maintain local beaches and coastlines.

Beach Erosion



Key actions include:

- Development of the [Shoreline Preservation Strategy \(1993\)](#) which recommends beach nourishment as the primary shoreline management strategy to address critical erosion areas on the scale of approximately 30 million cubic yards (cy) of sand across the region for initial restoration and nearly 400,000 cy/ year thereafter for maintenance.
- Creation of the [2001 Sand Retention Strategy](#) which concluded that structures that help keep sand on the beach, such as groins, breakwaters, or reefs, have the potential to increase the cost-effectiveness of beach nourishment activities.
- Preparation of yearly beach monitoring reports as part of the [Regional Shoreline Monitoring Program](#). Did you know that most beaches in the San Diego region were at least 20 ft wider prior to the start of the 2015–2016 El Niño than they were before the 1997–1998 El Niño? Wider beaches may have helped to reduce storm impacts in 2015–2016 winter months.
- Implementation of two regional beach sand nourishment projects in [2001](#) and [2012](#) (RBSP I and RBSP II, respectively) that placed a total of 3.6 million cy of sand on badly eroding local beaches.
- Development of the [Regional Transportation Infrastructure Sea Level Rise Assessment and Adaptation Guidance](#) (2020) to examine how sea level rise may impact regional coastal transportation facilities and determine possible ways to adapt to future conditions.



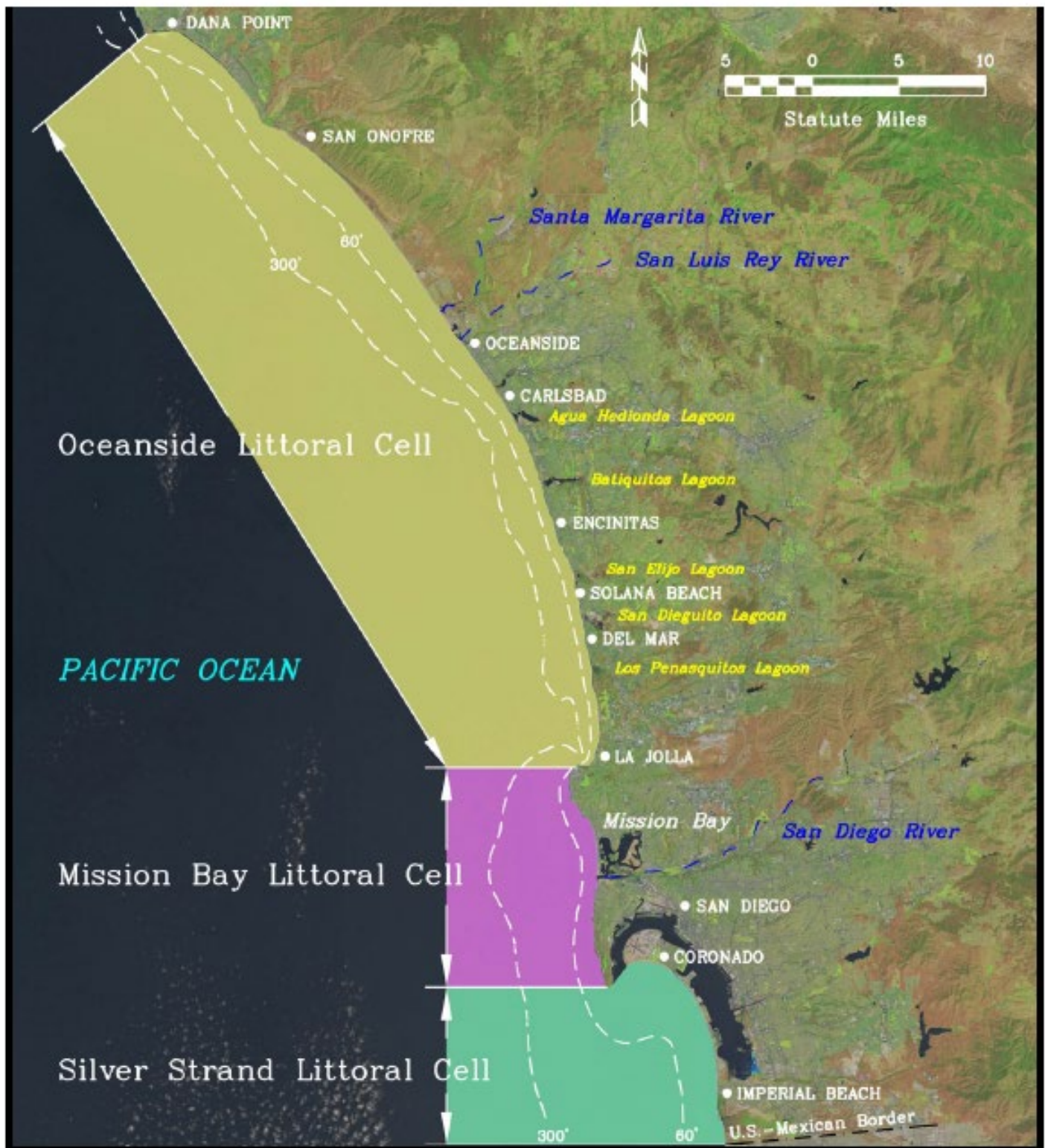
To learn more about the efforts SANDAG and its partners are taking to ensure the region's natural resources are maintained, please visit sandag.org/shoreline

About infobits

SANDAG serves as the region's clearinghouse for information and data. InfoBits publish timely, relevant information informing the public while providing context on complex issues facing the region.

sandag.org

Southern California Littoral Cells



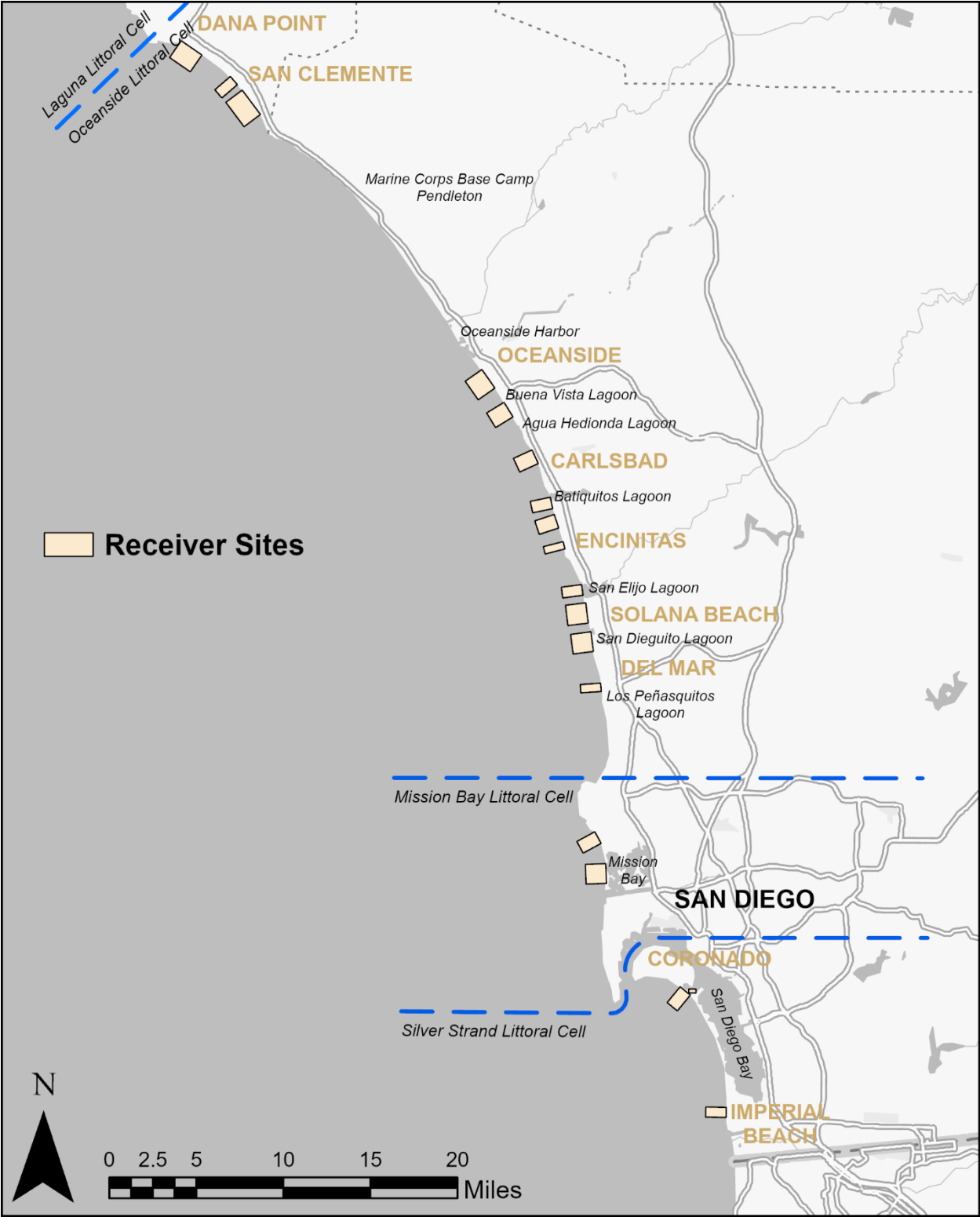


Figure 1-1. Regional Figure



Regional Beach Sand Project III

Phase I – Planning Studies

Borders Committee | Item 4
Courtney Becker, Associate Regional Planner
Leslea Meyerhoff, City of San Clemente
Susan Brodeur, Orange County Park
Friday, July 25, 2025

1

Shoreline Preservation Working Group

Since 1980's

Over **22 million visitors** per
year visit the San Diego
region's beach generating over
\$2.4 BILLION per year in
beach spending



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2

Regional Beach Sand Projects I & II



2001 – Regional Beach Sand Project

- 2.1 million cubic yards of sand
- Cost \$18 million
- Jurisdiction's paid for Planning
- Engineering, Environmental and Construction
 - 60% Federal Funding & 40% State Funding



2012 – Regional Beach Sand Project II

- 1.5 million cubic yards of sand
- Cost \$26 million
- Jurisdiction's paid for Planning
- Engineering, Environmental and Construction
 - 85% State Funding & 15% Local Funding

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3

Purpose of RBSP III

Regional Shoreline Monitoring Program
est. 1996



Based on the data collected by the Regional Shoreline Monitoring Program

Grandview Street, Leucadia, 2014



Oceanside Blvd, 2014



Grandview Street, Leucadia, 2024



Oceanside Blvd, 2024

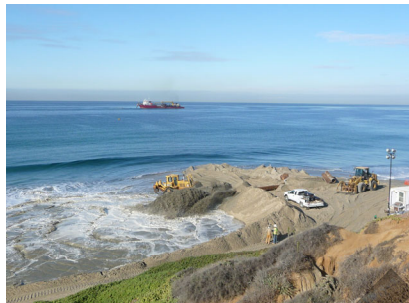


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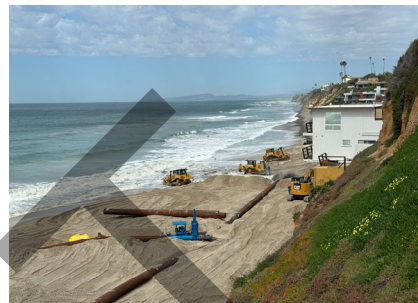
The 3 Stages of RBSP III



Phase I
Planning, Feasibility &
Economic Analysis



Phase II
Engineering & Environmental



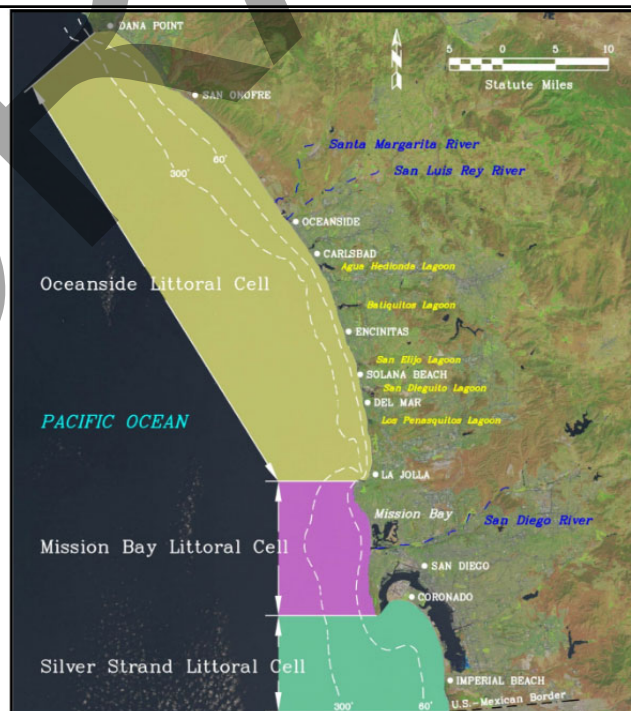
Phase III
Construction & Monitoring

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San Diego and South Orange County Littoral Cells

A littoral cell is self-contained compartment with in which sand circulates.



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Draft Phase I Report Results



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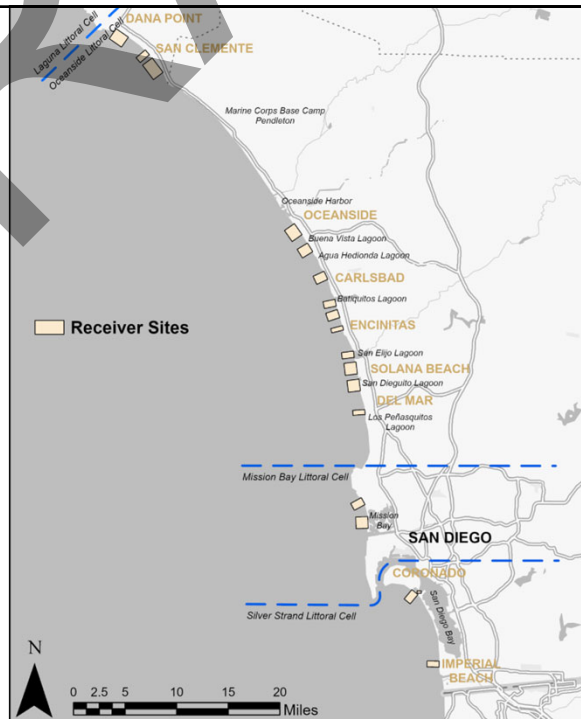
RBSP III Proposed Receiver Sites

San Diego

- 15 Receiver Sites
- 4,303,000 CY

Orange County

- 3 Receiver Sites
- 1,550,000 CY



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Economic Analysis Results

Methodology

- Benefit-Cost Analysis = similar to USACE methodology evaluating economic value of projects by comparing their expected cost and benefits.
- Benefit Cost Ratio (BCR) >1 = Cost Effective

Overall results

- RBSP III BCR = 5.7 (San Diego County BCR = 8.1)
- Nourishing 15 beaches in San Diego will generate **\$1.6 billion** over next **10 years**
- Report concludes, ***“There is a need to maintain San Diego’s beaches to sustain its economy.”***

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Comments - Prevailing Themes

Revisions to proposed footprints for several beaches

To better align with each jurisdiction's shoreline management goals.

Emphasis on RBSP III moving forward as a programmatic project

Perform a programmatic EIR/EIS to reduce costs and streamline environmental clearances.

Consider the impacts to the lagoons that may occur

Lagoon managers should be involved in the design, sand quantity, and placement

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Draft Costs for Construction & Post-Monitoring

Dredge Cost	\$20,400,000
Hard Cost	\$160,186,756
Contingency (35%)	\$63,205,365
Soft Costs	\$5,425,000
Total:	\$260,382,120

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Seeking Grant Funding

DBW Grant for Phase II

- Applied for \$5,252,000
- State Budget FY 2027
- If awarded, 15 % required non-state match

US Army Corps of Engineers (USACE): San Diego & Orange County Investigation – to explore inclusion of all beaches into USACE's existing Coastal Storm Damage Reduction Project's programmatic efforts

- Water Resource Development Act 2024 authorized work
- SANDAG working to include in USACE work plan
- SANDAG provided a Letter of Intent to be the local sponsor
- MOU with participating cities and SANDAG would be required.

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Southern California Beach Sand Collaborative



Comprised of five entities representing:

- Santa Barbara
- Ventura
- Los Angeles
- Orange County
- City of San Clemente
- San Diego County

Mission

- To collaborate and support beach nourishment efforts as a key adaption strategy to address coastal erosion along Southern California's coast

Meeting Frequency

- Meets quarterly

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Next Steps

Address Comments & Finalize Report

June – July 2025

Release the Final Report

August 2025

Continue to Seek Funding for Phase 2

August 2025

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CITY OF SAN CLEMENTE

- City is pleased to be a part of the SANDAG Regional Beach Sand Project III
- City has a critical beach erosion project similar to San Diego County
- Perspective: Regional problems require regional solutions
- Regional collaboration saves significant time, \$\$ and resources for all



15

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City of San Clemente: Beach Erosion



Cottons Point, San Clemente in 2008 vs. 2021.

16

**San
Clemente
& USACE
& State
Parks**

**Beach Sand
Project**

2024



17

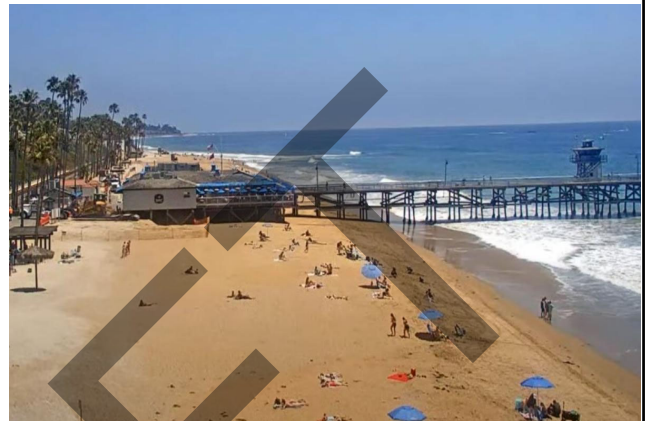


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SAN CLEMENTE & USACE 50-YEAR PROJECT



BEFORE



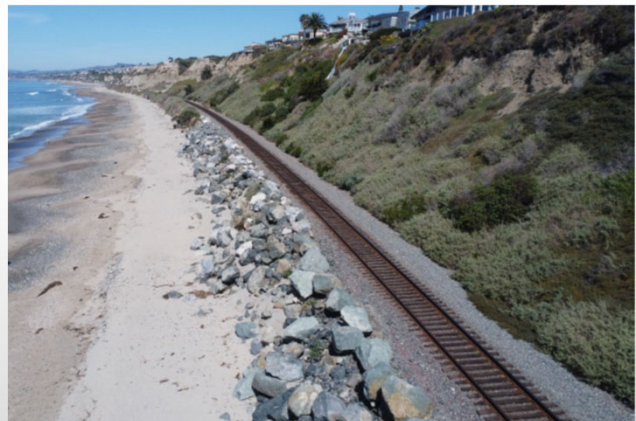
AFTER

19

19

RAILROAD ALONG BACK OF BEACH

- City is working with OCTA to bring in sand to stabilize tracks
- OCTA railroad is a DOD Strategic Defense Rail Corridor
- Connects to NCTD railroad in San Diego County
- OCTA will bring in 540,00 Cubic Yards of sand
- Place in the northern and southern parts of San Clemente
- Long term solution is sand and sand retention structures

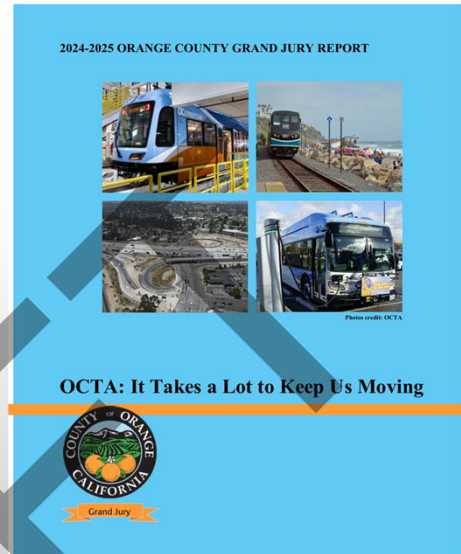


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2025 ORANGE COUNTY GRAND JURY REPORT

- Report Findings: Page 11
- Only one dredger on the West Coast
- Problematic for beach nourishment
 - Cost and Schedule Implications
- OC Grand Jury Report looked at OCTA sand project
- Dredge availability constrains San Diego County and all of Southern California
- Presents a challenge for all of us working to restore public beaches in California



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Stay connected with SANDAG



Project Manager: Courtney Becker



Email: courtney.becker@sandag.org

Phone: (619) 619-6942



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July 25, 2025

San Diego Advanced Air Mobility Strategic Implementation Toolkit

Overview

Advanced Air Mobility (AAM) is a rapidly emerging transportation industry that uses new types of aircrafts – like Electric Vertical Takeoff and Landing vehicles and Small Uncrewed Aerial Systems, commonly known as drones – to move people, goods, and emergency services quickly and efficiently. While the federal government oversees AAM regulations, local and regional planning is critical to make sure the technology supports community needs, integrates with the existing transportation system, and avoids unintended negative impacts.

Action: Information

Staff will present the San Diego Advance Air Mobility framework and San Diego Advance Air Mobility Strategic Implementation Toolkit to prepare the San Diego region for the impending technology.

Fiscal Impact:

None.

Schedule/Scope Impact:

None.

In 2023, SANDAG, in partnership with the San Diego County Regional Airport Authority, launched an effort funded through a Caltrans Planning Grant to develop the San Diego Regional AAM Strategic Implementation Toolkit. At the June 21, 2024 Transportation, Borders, and Regional Planning Committee Joint Session, staff presented an overview of AAM, and the guiding principles developed for this effort. The Toolkit was recently finalized, providing practical strategies for local governments, agencies, and stakeholders to help our region prepare for AAM in a coordinated, community-centered way.

Key Considerations

The Toolkit was created to support communities with preparing for AAM and assessing opportunities for AAM. It identifies operational considerations and use-cases such as addressing accessibility and supply chain gaps for remote and rural areas including Tribal Nations.

The Toolkit emphasizes safety, efficiency, community needs, sustainability, regulatory compliance, and seamless integration with other transportation modes. Some highlights of the Toolkit include:

- **Market and Industry Repository** – A “living” central resource to help planners and technical staff understand current trends, technologies, regulations, and data.
- **Case studies (Ch. 3)** – Explores AAM implementation potential at Brown Field Airport, the Viejas Reservation, and National City to understand how use-cases might serve different types of communities. Provides a replicable and adaptable methodology for evaluating AAM sites and use-cases.
- **Physical Infrastructure (Ch. 4)** – Provides use cases and design standards for AAM infrastructure to help engineers, planners, and technical staff understand the required infrastructure and space to support AAM.
- **Regional AAM Implementation Framework (Ch. 5)** – Step-by-step guidance for local agencies on how to plan for AAM infrastructure, understand regulatory needs, and coordinate with key stakeholders.
- **Outreach and Messaging Tools (Appendix D)** – Strategies to help agencies engage and educate the public about AAM initiatives.

The toolkit highlights considerations for respecting Tribal sovereignty and ensuring Tribes are active participants in AAM siting and routing. The Toolkit also highlights how AAM could benefit Tribal communities through improved cargo delivery and transportation access in rural areas. Appendix E, the AAM Industry & Market Assessment Report, features initial considerations for binational cross-border AAM services, including the extensive coordination and regulatory support that would be needed to support this potential use-case. The tools and key takeaways from this effort provide the groundwork for exploring future interregional, tribal, and border related AAM services.

Next Steps

The Toolkit will be shared with Policy Advisory Committees, working groups, and regional partners. SANDAG will also continue to track AAM industry trends and support the region's readiness for this emerging transportation technology.

Antoinette Meier, Senior Director of Regional Planning



Advanced Air Mobility

Borders Committee | Item 5
Katelyn McCauley, Senior Regional Planner
July 25, 2025



1

What is Advanced Air Mobility?

Advanced Air Mobility (AAM) uses new types of aircraft and infrastructure – like electric air taxis and drones – to move people goods and emergency services quickly through the air

Early Deployments:

- Innovate/LA 28
- State of New York
- Choctaw Nation of Oklahoma
- San Diego UAS Integration Pilot Program



Source: Joby Aviation



Source: San Diego Integration Pilot Program – Uber Elevate

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2

What is the AAM Strategic Implementation Toolkit?

A practical guide to help stakeholders proactively plan for AAM technology, emphasizing:

- Safety
- Efficiency
- Regulatory Compliance
- Community Needs

3

Market and Industry Repository

Industry Assessment

Advanced Air Mobility in San Diego

A review of publications in the AAM Industry from OEMs and existing use cases through to industry guidance and regulations.

A “living”, searchable hub

- Industry reports, technical studies, etc.
- Organized by focus area
- Planners and technical staff

[View Document List](#)

Information by Focus Area

- Community Engagement
- Environment & Sustainability
- Infrastructure
- Commercial
- Regulatory
- Safety
- Technology
- Transport Connectivity
- Workforce Development

4

Guiding Principles (Chapter 1)

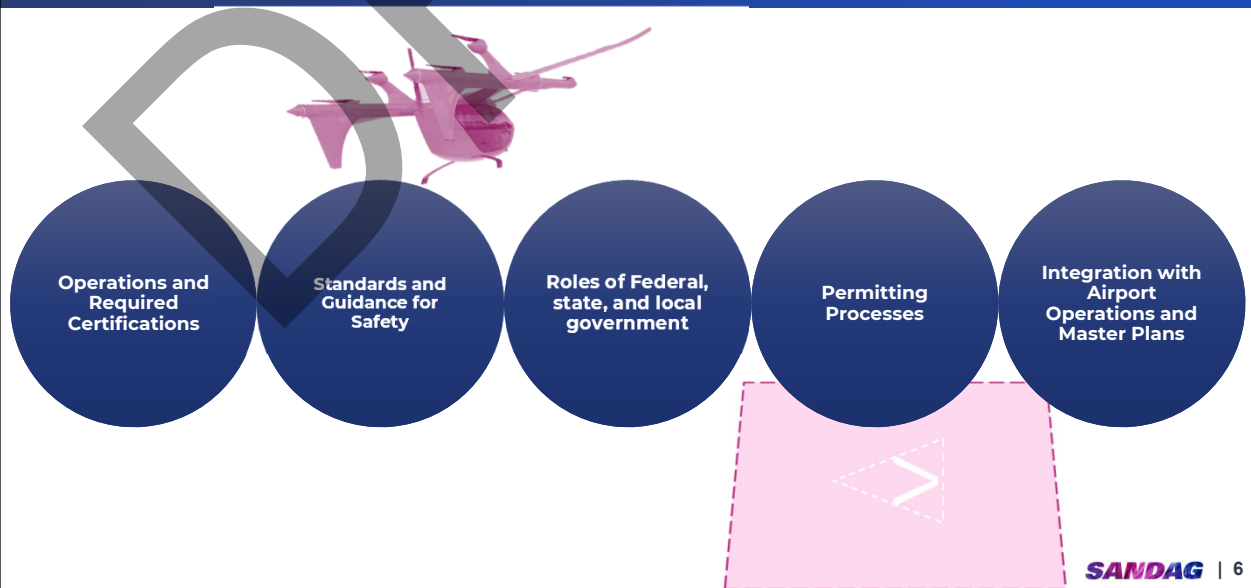
- Developed by a cross-sector Collaborative:
 - Local and Regional Planners
 - Transportation Agencies
 - Tribal Governments
 - Regulatory and Permitting Agencies
 - Industry and Academic Experts
 - Community Based Organizations
 - Public Safety and Emergency Services



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Policy Framework & Strategy (Chapter 2)



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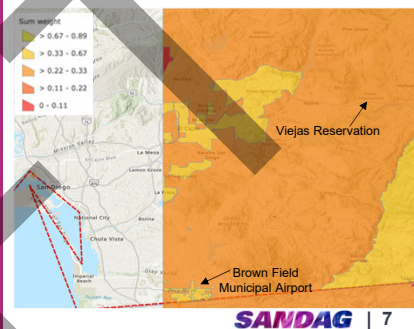
Case Study and Analysis (Chapter 3)

Explores implementation in different types of communities

- Methodology for evaluating potential AAM sites and use cases
 - Quantitative data
 - Inputs from stakeholders
 - Site-specific conditions
- Replicable and adaptable for any jurisdiction or geography in the region
- Different site types support different use cases

Cargo Delivery Use Case

- **Brown Field Airport** | Existing warehouses and infrastructure
- **Viejas Reservation** | Connectivity to tribal and rural regions
- **National City** | Port and rail network enabling multi-modal connectivity



7

AAM: Physical Infrastructure (Chapter 4)



Vertiports, Vertistops, and Vertihubs are infrastructure concepts designed to accommodate vertical take-off and landing (VTOL) vehicles.

A “**Vertihub**” would accommodate aircraft as a middle-mile component connecting to last-mile services on the ground.

Chapter 4 of the Implementation Toolkit includes **use cases** and **design standards** for AAM infrastructure.

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Implementation Considerations (Chapter 5)

Long-term vision
for San Diego AAM
integration

Government,
Industry, Academic,
and Community
Stakeholders

Regulatory Needs,
operational risks,
and mitigation

Market Growth
and Economic
Impacts

Phased
Implementation
Roadmap

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Potential Use Case

Remote and rural areas, including Tribal Nations, face **accessibility challenges, longer travel times,** and in some cases, **supply chain gaps.**



AAM and UAS offer an **opportunity to address some of these gaps**, from expanded access to healthcare to goods movement.



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Questions?

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- 🔍 Follow us on social media:
@SANDAGregion @SANDAG
- ✉ Email: katelyn.mccauley@sandag.org

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11



Western Riverside Council of Governments Joint Meeting of the WRCOG Executive Committee and Supporting Foundation

Staff Report

Subject: I-REN Monthly Activities Update
Contact: Benjamin Druyon, Program Manager, bdruyon@wrcog.us, (951) 405-6727
Date: August 4, 2025

Recommended Action(s):

1. Receive and file.

Summary:

The Inland Regional Energy Network (I-REN) is a coalition of three councils of government: WRCOG, the Coachella Valley Association of Governments (CVAG), and the San Bernardino Council of Governments (SBCOG), encompassing Riverside and San Bernardino Counties, and all their respective jurisdictions within the region. These organizations have joined to establish locally administered, designed, and delivered energy efficiency programs. This report will be provided at each meeting to inform the Committee of I-REN's progress.

Purpose / WRCOG 2022-2027 Strategic Plan Goal:

The purpose of this item is to provide regular updates on I-REN activities. This effort aligns with WRCOG's 2022-2027 Strategic Plan Goal #6 (Develop and implement programs that support resilience for our region).

Discussion:

Background

In February 2021, I-REN applied for REN Program Administrator status in order to offer a portfolio of programs serving the Public, Codes & Standards, and Workforce Education & Training Sectors, with governance from WRCOG as the lead agency. In November 2021, I-REN was approved in Decision (D.) 21-11-013, Approval of Inland Regional Energy Network Energy Efficiency Business Plan, which funded I-REN to offer energy efficiency programs through program year 2027.

Present Situation

Public Sector (PS) Programs: I-REN offers two PS programs - the Technical Assistance and Strategic

Energy Planning (TA) Program, and the Normalized Metered Energy Consumption (NMEC) Incentive Program. The TA Program helps agencies secure funding and financing to implement projects and provide support through construction and project close-out. The NMEC Program (publicly known as Cash for Kilowatts) provides technical support such as eligibility screening and measurement & verification, as well as incentives for meter-based energy savings. Combined with technical assistance and reinforcement of operations and management best practices, public agencies will experience maximized savings for their communities. Below are some of the notable activities for the Public Sector this past month:

- I-REN completed Colton Joint Unified School District's Quarterly Savings Report, and the first Cash for Kilowatts incentive check is in the final stages of distribution.
- SoCalGas partially fulfilled The Energy Coalition's first gas data request for I-REN program participants through our newly established non-disclosure agreement.
- I-REN collaborated with SoCalREN to educate attendees at the SCAG General Assembly about regional energy networks and the range of no-cost services that can be leveraged. 90% of the attendees at the event did not know what a REN was.

Codes & Standards (C&S) Programs: The shared goal of I-REN's C&S Programs is to work closely with local building departments and the building industry to support, train, and enable long-term streamlining of energy code compliance. I-REN's programs will nurture the confidence, skills, and existing C&S knowledge of local building department staff, provide technical assistance to jurisdictions pursuing reach codes and local ordinances, and support building and construction industry actors to foster increased compliance. Below are some updates for the C&S Programs this past month.

- I-REN successfully hosted its first forum of 2025, The State of Compliance Ahead of 2025 Energy Code Updates. There were 82 registrants and 53 attendees, for a total of 64% registered vs attended ratio. All participants indicated that the forum increased their knowledge of the Energy Code and that they would attend another I-REN forum or training in the future.
- I-REN also hosted its first training on the topic of "Passive House." This training received 19 registrants, 11 attendees, and a 100% satisfaction rating across all metrics.
- I-REN will begin simulcasting all of its trainings in English and Spanish starting in July and has started identifying translators.
- I-REN's Technical Assistance team visited 13 jurisdictions in-person to inform building department staff on C&S offerings, understand their plan check process, and learn about staff needs.

Workforce Education & Training (WE&T) Programs: The goal of I-REN's WE&T cross-cutting Sector activities is to ensure there is a trained workforce to support and realize energy efficiency (EE) savings goals across all market sectors. I-REN is committed to identifying the most effective and accessible ways to increase the number of skilled EE workers, especially those within underserved, hard-to-reach, tribal, and disadvantaged communities. Below are some updates for the WE&T Programs for this past month.

- 5/27/25: I-REN staff participated as a panelist in Energize SoCal Conference.
- 5/28/25: Hosted I-REN Energy Fellowship Tour at Grid Alternatives.
- 6/2/25: Approved EcoHero Contract to provide Energy workforce presentations at school assemblies.
- 6/5/25: I-REN staff participated as a speaker at 2025 Leaders in Energy Summit.
- 6/12/25: Fellows participated and provided outreach at the WRCOG General Assembly &

Leadership event.

- 6/13/25: Approved MOUs with both Riverside and San Bernardino County Workforce Development Departments to enhance energy workforce outreach.

I-REN Events / Activities Around the Region: In the coming months, I-REN activities update reports will include member agency updates and spotlights on successes achieved throughout the I-REN territory.

Other Activities: [Sign up for I-REN updates](#) and learn more about all the programs, services, and resources I-REN has to offer by visiting www.iren.gov or emailing info@iren.gov.

Prior Action(s):

None.

Financial Summary:

All costs associated with I-REN Program activities are included in WRCOG's adopted Fiscal Year 2024/2025 Agency Budget under I-REN Program (Fund 180) in the Energy & Environmental Department.

Attachment(s):

[Attachment 1 - Cash for Kilowatts Incentive Dashboard](#)

Attachment

Cash for Kilowatts
Incentive Dashboard



iren.gov

Cash for Kilowatts Incentive Dashboard

Intent

Develop a dashboard of agencies' progress toward incentive checks and check presentation timelines.

June 2025 Update¹

The table below shows all Cash for Kilowatts projects that have received incentive application approval.

Project	Incentive Payment	Application Approval Date	Construction Start	Construction End	Estimated Payment Date	Incentive Amount
Joe Baca Middle School LED Lighting Retrofit	1	7/5/2024	6/4/2024	12/20/2024	June 2025	\$88,348.99
	2				Jan. 2026	\$132,523.49
SBCCD Lighting SBVC North Hall	1	2/7/2025	2/12/2025	6/16/2025	Oct. 2025	\$49,947.23
	2				July 2026	\$74,920.85

¹ As of 6/9/2025

SBCCD Lighting SBVC Library	1	2/24/2025	2/12/2025	6/16/2025	Oct. 2025	\$40,684.40
	2				July 2026	\$61,026.60
Calimesa WB Senior Center	1	4/4/2025	6/1/2025	8/1/2025	Dec. 2025	\$2,458.04
	2				Sept. 2026	\$3,687.06
Calimesa WB City Hall	1	4/7/2025	6/1/2025	8/1/2025	Dec. 2025	\$3,220.20
	2				Sept. 2026	\$4,830.31
Housing Authority of the County of San Bernardino WB Victorville Office	1	4/14/2025	6/1/2025	11/1/2025	Mar. 2026	\$5,287.75
	2				Dec. 2026	\$7,931.62
Indian Wells Fire Station #55	1	5/21/2025	6/1/2026	11/1/2026	Mar. 2027	\$8,516.80
	2				Dec. 2027	\$12,775.20
Indian Wells Public Works Yard	1	5/21/2025	6/1/2026	11/1/2026	Mar. 2027	\$1,861.60
	2				Dec. 2027	\$2,792.40
Total Committed						\$500,812.54



Incentive Rates

Base Rates

Energy Savings	Base Incentive Rate
kWh	\$0.50
kW	\$200.00
therms	\$1.00

Incentive Kickers

Tiered kWh incentive “kickers” will also be available to encourage deep energy savings (over 15% total savings at the meter) and holistic projects. Additionally, kWh incentives will be doubled for projects that occur at a critical cooling or resiliency center.

In 2024-2025, I-REN offered its maximum incentive rate of \$2.00/kWh for projects that submitted an application.

Total Savings Percentage*	Incentive Rate	Critical/Cooling/Resiliency Center Rate
Up to 15%	\$0.50/kWh	\$1.00/kWh
16-30%	\$0.60/kWh	\$1.20/kWh
31-50%	\$0.70/kWh	\$1.40/kWh
Over 50%	\$1.00/kWh	\$2.00/kWh

* Total project savings will have to pass eligibility criteria as per the NMEC Rulebook

Incentive Payout Timeline

- 3 month project completion incentive - 40% of incentive amount
 - Measures installed and post-installation inspection completed
 - 3 months of data is analyzed and incentive amount determined
- 12 month final incentive - remaining incentive payout
 - 12 months of data is analyzed and remaining incentive amount determined





Western Riverside Council of Governments Joint Meeting of the WRCOG Executive Committee and Supporting Foundation

Staff Report

Subject: Purchase and Sale Agreement with First National Assets

Contact: Casey Dailey, Director of Energy & Environmental Programs, cdailey@wrcog.us, (951) 405-6720

Date: August 4, 2025

Recommended Action(s):

1. Adopt Resolution Number 22-25; A Resolution of the Executive Committee of the Western Riverside Council of Governments approving a Purchase and Sale Agreement for the sale of Assessment Installment Receivables.
2. Authorize the Executive Director, or designee, to enter into a Purchase and Sale Agreement, substantially as to form, with First National Assets for the purchase of delinquent assessment receivables.

Summary:

WRCOG's PACE Program allows property owners to finance energy and safety improvements, repaid through property tax bills. To protect WRCOG's financial standing and avoid initiating foreclosures, a Purchase and Sale Agreement with FNA California, LLC, is proposed to cover nearly \$4.4M in delinquencies for Tax Year 2024/2025.

Purpose / WRCOG 2022-2027 Strategic Plan Goal:

The purpose of this item is to request adoption of a resolution approving a Purchase and Sale Agreement for the sale of Assessment Installment Receivables and to seek authorization for the Executive Director to enter into a Purchase and Sale Agreement with First National Assets (FNA). This item aligns with WRCOG's 2022-2027 Strategic Plan Goal #3 (Ensure fiscal solvency and stability of the Western Riverside Council of Governments).

Discussion:

Background

WRCOG's PACE Programs provide financing to property owners to implement energy saving, renewable energy, water conservation, and seismic strengthening improvements. Improvements installed utilizing PACE financing are secured by placing a lien on the underlying property which is paid back through a

line-item charge on the secured property tax bill. The Program was initiated in December 2011 and was expanded in 2014 to allow jurisdictions throughout the state to join and allow property owners in these jurisdictions to participate.

Present Situation

Purchase and Sale Agreement for Delinquent Parcels: FNA California, LLC, has offered to purchase the delinquencies from residential and commercial parcels of all PACE providers for Tax Year 2024/2025. FNA was initially selected through sole source, as it had unique experience providing this financing as a backstop for other public entities. After WRCOG experienced a shortfall of funds needed to pay the bonds in 2017, FNA was brought back in Tax Year 2018/2019. Consistent with prior years, staff is seeking adoption of a resolution and authorization for the Executive Director to enter into a Purchase and Sale Agreement (Attachment 1).

The Agreement with FNA accomplishes two essential policy goals of the PACE Program. First, it ensures that WRCOG will not be required to initiate a judicial foreclosure proceeding on property owners with PACE assessments who have not paid their property tax payments on time. Second, it ensures that the PACE bond investors are paid on time, thus avoiding any negative credit or bond rating impacts to WRCOG.

There is a link between non-payment and foreclosure; if a property owner fails to make regular payments on their PACE assessment, they could be subject to a judicial foreclosure action. However, the Executive Committee made a policy to not be the cause of foreclosures on residential property owners. This policy places the financial burden on WRCOG to ensure that bonds are paid in full, regardless of where the funds come from. In the early years of the Program, Renovate America would pay the difference between what was received through the payments of the assessments and what was owed on the bonds. However, in 2017, Renovate America refused to fill that gap, leaving WRCOG responsible for paying approximately \$350,000 on behalf of delinquent property owner to ensure bond payments were made in full. That was not sustainable, so FNA was brought in to fill the gap left by Renovate America.

It should be noted that it is only the delinquent amount that is assigned to FNA, not the entire amount of the assessment. In practice, FNA provides the funds so bonds can be paid in full. Since FNA provides the funds to ensure the funds are paid, as individual property owners come current on their taxes, any fees or penalties associated with those late payment are assigned to FNA.

As of July 2025, there were 466 delinquent residential assessments totaling \$977,934.65, and nine delinquent commercial assessments (20 parcels) totaling \$3,419,953.63 (Attachment 2). WRCOG will receive updated delinquent assessment numbers by August 12, 2025. These numbers will be included in the final Purchase and Sale Agreement, to be executed on August 15, 2025, ensuring bond holders are paid by the bond call date of September 2, 2025.

Entering into the Purchase and Sale Agreement would allow WRCOG to pay debt service payments in a timely manner to bond holders. According to the various indentures governing the series of PACE Bonds, WRCOG must determine whether any single participating parcel is delinquent in payment of any assessment installments by October 1, 2025, and within 60 days from such date, must either elect to defer or commence foreclosure proceedings.

Prior Action(s):

September 9, 2024: The Executive Committee 1) adopted Resolution Number 27-24; A Resolution of the Executive Committee of the Western Riverside Council of Governments to defer foreclosure proceedings.

August 5, 2024: The Executive Committee 1) adopted Resolution Number 24-24; A Resolution of the Executive Committee of the Western Riverside Council of Governments approving a Purchase and Sale Agreement for the sale of Assessment Installment Receivables; and 2) authorize the Executive Director, or designee, to enter into a Purchase and Sale Agreement, substantially as to form, with First National Assets for the purchase of delinquent assessment receivables.

Financial Summary:

While the deferral of judicial foreclosures on delinquent PACE properties itself doesn't have a fiscal impact, WRCOG will receive a 7.5% fee as revenue as a result of the agreement with First National Assets, which will be booked under HERO Administration revenue. The exact amount is not known at this time; however an estimated amount of revenue of approximately \$100k was included in the FY 2024/2025 budget under the General Fund (Fund 110) under the HERO Program.

Attachment(s):

[Attachment 1 - Resolution Number 22-25 approving a purchase and sale agreement for the sale of assessment installment receivables](#)

[Attachment 2 - WRCOG Delinquency Detail for FY 2024/2025 with Assessed Values as of 7-10-2025](#)

Attachment

Resolution Number 22-25;
A resolution of the
Executive Committee of the
Western Riverside Council
of Governments approving
a Purchase and Sale
Agreement for the Sale of
Assessment Installment
Receivables

RESOLUTION NUMBER 22-25

**A RESOLUTION OF THE EXECUTIVE COMMITTEE OF THE
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
APPROVING A PURCHASE AND SALE AGREEMENT FOR THE SALE OF
ASSESSMENT INSTALLMENT RECEIVABLES**

WHEREAS, the Western Riverside Council of Governments (“WRCOG”) has levied assessments under Chapter 29 of Part 3 of Division 7 of the California Streets and Highways Code (commencing with Section 5898.12 et seq.) (“Chapter 29”). Such assessments are payable in installments under the Improvement Bond Act of 1915, Division 10 of Part I (commencing with Section 8500) of the California Streets and Highways Code (“1915 Act”) on residential and commercial properties participating in the Energy Efficiency and Water Conservation Program for Western Riverside County and the California HERO Program established by WRCOG pursuant to Chapter 29 and the 1915 Act (collectively, the “WRCOG Program”), which are collected on the secured property tax roll of the County of Riverside; and

WHEREAS, certain installments of such assessments are delinquent; and

WHEREAS, WRCOG and FNA California, LLC, desire to enter into that certain Purchase and Sale Agreement (the “Agreement”) pursuant to which WRCOG will sell to FNA California, LLC, certain rights WRCOG is entitled to receive arising from the collection of certain delinquent assessments for the tax years specified in this Purchase and Sale Agreement attached hereto as Exhibit “A” and incorporated herein by reference; and

WHEREAS, WRCOG has determined that it is in the best interests of WRCOG at this time to enter into the Agreement in substantially similar form to that attached hereto as Exhibit “A” and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED by the Executive Committee of the Western Riverside Council of Governments as follows:

Section 1. The above recitals are true and correct.

Section 2. The Executive Committee of the Western Riverside Council of Governments hereby approves as to form the Agreement attached hereto as Exhibit "A" and incorporated herein by reference and authorizes the Executive Director to make any changes he deems necessary in consultation with Best Best & Krieger as bond counsel, and DTA as assessment administrator.

PASSED AND ADOPTED by the Executive Committee of the Western Riverside Council of Governments on August 4, 2025.

Brenda Dennstedt, Chair
WRCOG Executive Committee

Dr. Kurt Wilson, Secretary
WRCOG Executive Committee

Approved as to form:

Best Best & Krieger LLP
WRCOG Bond Counsel

AYES: _____ NAYS: _____ ABSENT: _____ ABSTAIN: _____

EXHIBIT “A”

Purchase and Sale Agreement

PURCHASE AND SALE AGREEMENT

Dated as of August 15, 2025

between

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS,

as Seller

and

FNA CALIFORNIA, LLC,

as Purchaser

**Regarding
Assessment Installment Receivables
for the 2024-2025 Tax Year**

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PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement"), dated as of August 15, 2025, between Western Riverside Council of Governments, a joint exercise of powers authority and existing under the Joint Exercise of Powers Act, being Chapter 5 of Division 7, Title 1 of the Government Code of the State of California and a Joint Exercise of Powers Agreement originally made and entered into as of April 1, 1991, as further amended to date ("WRCOG"), and FNA California, LLC, an Illinois limited liability company ("Company").

BACKGROUND

WRCOG has levied assessments under Chapter 29 (as defined below) payable in installments under the 1915 Act (defined below) on residential and commercial properties participating in the WRCOG Program (as defined below) which are collected on the secured property tax roll of the County (as defined below) in which the participating properties are located.

Certain installments of such assessments are delinquent (the "Assessment Installment Receivables") as of the Cut-off Date (as defined below).

WRCOG has determined that it is in the best interests of WRCOG at this time to sell to the Company the Assessment Installment Receivables it is entitled to receive arising from the collection of certain delinquent assessments for the tax years specified in this Agreement, upon the terms and conditions provided herein.

NOW, THEREFORE, for and in consideration of the premises and the material covenants hereinafter contained, the parties hereto hereby formally covenant, agree and bind themselves as follows:

Article I Definitions

Section 1.01 Definitions. Whenever used in this Agreement, the following words and phrases, unless the context otherwise requires, shall have the following meanings:

“1915 Act” means the Improvement Bond Act of 1915, Division 10 of Part I (commencing with Section 8500) of the California Streets and Highways Code.

“Agreement” means this Purchase and Sale Agreement, as originally executed or as it may from time to time be supplemented, modified or amended in accordance with the provisions hereof.

“Assessment” means each “Assessment” as defined in an Assessment Contract and levied pursuant to such Assessment Contract against a Property (as defined below) to which such Assessment Contract is subject.

“Assessment Administrative Fee” means, as to each Property, the assessment administrative fee due and payable pursuant to the applicable Assessment Contract that shall be collected on the property tax bill pertaining to such Property.

“Assessment Administrator” means David Taussig & Associates, and its successors, or any financial consultant or firm of such financial consultants judged by WRCOG to have experience in the administration for and on behalf of public agencies of assessments similar to the Assessments levied by such public agencies in the State of California.

“Assessment Contract” shall have the meaning given such term in the applicable Master Indenture.

“Assessment Installment” means, as to each Property, the portion of the principal amount of an Assessment, together with the interest on the Assessment, due and payable pursuant to an Assessment Contract that shall be collected on the property tax bill for a particular Tax Year pertaining to such Property.

“Assessment Installment Receivable” means, with respect to a Property for a particular Tax Year, the Assessment Installment and the related Assessment Administrative Fee on the secured tax roll of the County that:

(i) was levied by WRCOG on one of the Properties listed on the Assessment Installment Receivables Schedule for such Tax Year in accordance with the Chapter 29, the 1915 Act and the applicable Assessment Contract and is payable to WRCOG if and when collected,

(ii) was levied on account of the applicable Purchased Tax Year, was delinquent as of the Cut-off Date and was shown as such on the Delinquent Tax Roll maintained by the County for the applicable Purchased Tax Year,

(iii) had not been received by WRCOG or the Trustee, on behalf of WRCOG, as of the Cut-off Date,

(iv) is due and owing to WRCOG in an amount equal to the amount of such Assessment Installment and Assessment Administrative Fee, penalties and accrued interest set forth on the Assessment Installment Receivables Schedule,

(v) includes, to the extent permitted by law and the terms of the applicable Master Indenture, all penalties and accrued interest thereon to the date of collection, and

(vi) has not become a Defective Assessment Installment Receivable.

“Assessment Installment Receivable Balance” means, with respect to an Assessment Installment Receivable as of a particular date, the sum of

(i) an amount equal to the delinquent Assessment Installments and Assessment Administrative Fees levied by or on behalf of WRCOG and payable to the WRCOG with respect to such Assessment Installment Receivable as shown on the Assessment Installment Receivables Schedule,

(ii) to the extent permitted by law and the applicable Master Indenture, the ten percent (10%) penalty payable on the Assessment Installment Receivable in accordance with Sections 2617 and 2618 of the California Revenue and Taxation Code, and

(iii) to the extent permitted by law and the applicable Master Indenture, interest accrued on the amount in clause (A) from the July 1 of the Tax Year following the Tax Year in which such Assessment Installment Receivable first became delinquent through the date of determination at the rate of one and half percent (1.5%) per month in accordance with Section 4103 of the California Revenue and Taxation Code.

“Assessment Installment Receivables Schedule” means the schedule attached as (or incorporated by reference in) EXHIBIT A hereto, as such schedule may be amended from time to time in accordance with Section 3.01(e) hereof, with respect to the Assessments levied on the Properties described on EXHIBIT A hereto.

“Assessment Installments Purchased” has the meaning set forth in Section 2.01(a) hereof.

“Assessment Lien” means any lien that attaches, by operation of Section 2187 of the California Revenue and Taxation Code, to the fee interest in real property.

“Associate Member” any Associate Member of WRCOG that is participating in the California HERO Program.

“Bond Counsel” means Best Best & Krieger LLP or any other attorney or firm of attorneys of nationally recognized expertise with respect to legal matters relating to public financing in the State.

“Business Day” means any day that is not a Saturday, Sunday or other day on which commercial banking institutions in New York or California are authorized or obligated by law or executive order to be closed.

“Chapter 29” means Chapter 29 of Part 3 of Division 7 of the California Streets and Highways Code (commencing with Section 5898.12 et seq.)

“Closing Date” means August 15, 2025.

“Collections” means, with respect to an Assessment Installment Receivable, the amount collected by the County (whether as payments by the related Property Owner in a lump sum, payments by the related Property Owner pursuant to an installment payment plan, as proceeds of sale of the related tax-defaulted Property, or otherwise) on the Assessment Installment Receivable. Collections include but are not limited to the following:

- (i) the delinquent Assessment Installments payable for the Tax Year to which the Assessment Installment Receivable is related,
- (ii) the ten percent (10%) penalty payable thereon in accordance with Sections 2617 and 2618 of the California Revenue and Taxation Code,
- (iii) interest accruing at the rate of one and half percent (1.5%) per month in accordance with Section 4103 of the California Revenue and Taxation Code, and
- (iv) all Assessment Administrative Fees levied in connection therewith that are distributable to WRCOG, if any.

“Company” means FNA California, LLC, a limited liability company organized and existing under the laws of the state of Illinois or any successor thereto.

“County” means the County of Riverside, California, and each county of the Associate Members, which could include the unincorporated area of any county which is an Associate Member.

“Cut-off Date” means August 12, 2025.

“Defective Assessment Installment Receivable” has the meaning set forth in Section 3.01(c) hereof.

“Defective Assessment Installment Receivable Purchase Amount” means, as to any Defective Assessment Installment Receivable, an amount equal to the Purchase Price and Premium of such Defective Assessment Installment Receivable set forth on the Assessment Installment Receivables Schedule reduced by the amount, if any, of Collections on such Defective Assessment Installment Receivable which have been applied to the recovery of such Purchase Price and Premium and paid to the Company as of the date of calculation.

“Delinquent Tax Roll” means the delinquent tax roll which is delivered by the Treasurer-Tax Collector of the County to the Auditor-Controller of the County pursuant to Section 2627 of the Revenue and Taxation Code of the State, or such other report, file or data of the Treasurer-Tax Collector or Auditor-Controller of the County as may be available from the County and mutually satisfactory to WRCOG and the Company.

“Master Indenture” means, as applicable, each of the master indentures listed on EXHIBIT B, incorporated herein by reference.

“Opinion of Counsel” means one or more written opinions of counsel, who may be an employee of or counsel to WRCOG, which counsel shall be acceptable to the recipient of such opinion or opinions.

“Person” any individual, corporation, partnership (general or limited), limited liability company, limited liability partnership, firm, joint venture, association, joint-stock company, trust, estate, unincorporated organization, governmental body or other entity.

“Premium” has the meaning set forth in Section 2.01(a) hereof.

“Property” means, with respect to an Assessment Installment Receivable, either a residential or commercial parcel of real property that is encumbered by the Assessment Lien of such Assessment Installment Receivable.

“Property Owner” means, with respect to an Assessment Installment Receivable, the fee owner or owners of the related Property.

“Purchase Price” has the meaning set forth in Section 2.01(a) hereof.

“Purchased Tax Year” means, for a given Assessment Installment Receivable, the Tax Year ending on June 30 of the applicable calendar year, as set forth in EXHIBIT A hereto.

“Purchased Receivables” means the Assessment Installment Receivables listed on the Assessment Installment Receivables Schedule and purchased by the Company pursuant to this Agreement.

“Responsible Officer” means, with respect to WRCOG, the Executive Director, the Chief Financial Officer, Director of Energy and Environmental Programs of WRCOG or any other official of WRCOG customarily performing functions similar to those performed by any of the above designated officials, and also with respect to a particular matter, any

other official of WRCOG to whom such matter is referred because of such official's knowledge of and familiarity with the particular subject.

"State" means the State of California.

"Tax Year" means the 12-month period beginning on July 1 in any year and ending on the following June 30. Whenever in this Agreement reference is made to the Tax Year of a certain year, such reference is to the Tax Year ending June 30 of that year.

"Trustee" shall mean Wilmington Trust, National Association, a national banking association or The Bank of New York Mellon Trust Company, N.A., each duly organized and existing under the laws of the United States of America, acting as trustee or successor trustee and not in its individual capacity, its successors and assigns, and any other corporation or association which may be at any time substituted in its place, as provided in the applicable Master Indenture.

"Twain Commercial Assessment" means that certain [Agreement to Pay Assessment and Finance Improvements by and among WRCOG, Temecula Hotel Partners Old Town Holding Company LLC and Twain Financial Partners Holding LLC dated as of December 18, 2019, as amended from time to time].

"WRCOG" means Western Riverside Council of Governments, a joint exercise of powers authority organized and existing under the laws of the State, including any entity with which it may be consolidated or which otherwise succeeds to the interests of WRCOG.

"WRCOG Program" means the Energy Efficiency and Water Conservation Program for Western Riverside County and the California HERO Program established by WRCOG pursuant to Chapter 29 and the 1915 Act.

Section 1.02 Other Definitional Provisions.

(a) All terms defined in this Agreement shall have the defined meanings when used in any certificate or other document made or delivered pursuant hereto unless otherwise defined therein.

(b) As used in this Agreement and in any certificate or other document made or delivered pursuant hereto or thereto, accounting terms not defined in this Agreement or in any such certificate or other document, and accounting terms partly defined in this Agreement or in any such certificate or other document to the extent not defined, shall have the respective meanings given to them under generally accepted accounting principles. To the extent that the definitions of accounting terms in this Agreement or in any such certificate or other document are inconsistent with the meanings of such terms under generally accepted accounting principles, the definitions contained in this Agreement or in any such certificate or other document shall control.

(c) The words “hereof”, “herein”, “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement; Article, Section, Schedule and Exhibit references contained in this Agreement are references to Articles, Sections, Schedules and Exhibits in or to this Agreement unless otherwise specified; and the term “including” shall mean “including without limitation.”

(d) The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such terms.

(e) Any agreement, instrument or statute defined or referred to herein or in any instrument or certificate delivered in connection herewith means such agreement, instrument or statute as from time to time amended, modified or supplemented and includes (in the case of agreements or instruments) references to all attachments thereto and instruments incorporated therein; references to a Person are also to its permitted successors and assigns.

Section 1.03 Term of this Agreement.

This Agreement shall remain in full force and effect for the period during which any of the Assessment Installment Receivables purchased under this Agreement remains outstanding.

Article II

Purchase and Sale of Assessment Installment Receivables

Section 2.01 Purchase and Sale of Assessment Installment Receivables; Assignment of Rights.

(a) *Purchase and Sale.* In consideration of the Company’s promise to deliver on the Closing Date to or upon the order of WRCOG the sum of \$[] (the “Purchase Price”), which is equal to the principal amount of \$[] of the delinquent Assessment Installments included in Assessment Installment Receivables to be purchased (“Assessment Installments Purchased”), plus a premium equal to seven and a half percent [(7.5%)] of the Assessment Installments Purchased (the “Premium”) in the amount of \$[], WRCOG does hereby sell, transfer, assign, set over and otherwise convey to the Company, without recourse (but subject to the obligations herein), all right, title and interest of WRCOG on the Closing Date, free and clear of all liens, claims and interest, whether now owned or hereinafter acquired, in and to:

- (i) the Assessment Installment Receivables;
- (ii) all Collections in respect of the Assessment Installment Receivables since the Cut-off Date; and
- (iii) the proceeds of any and all of the foregoing.

(b) *Collections.* The Company shall be entitled, from and after the Closing Date, to receive all Collections with respect to the Assessment Installment Receivables.

(c) *Payment and Application of Purchase Price.* On the Closing Date, the Company shall pay or cause to be paid the Purchase Price, together with the Premium thereon, in immediately available funds by federal funds wire to or upon the order of WRCOG. WRCOG covenants that (i) it shall treat the Purchase Price as Assessments or Assessment Administrative Fees, as applicable, for all purposes under the terms of the applicable Master Indenture or other document by which any bonds, notes or other evidences of indebtedness were issued and secured by the Assessments to which the Assessment Installment Receivables relate, and (ii) it shall apply the Purchase Price to the payment of the bonds secured by the Assessments to which the Assessment Installment Receivables relate, and to the other authorized purposes to which the Assessments or the Assessment Administrative Fees may be applied (including without limitation replenishment of reserve funds and payment of administrative expenses), to the same extent that the proceeds of the Assessments and Assessment Administrative Fees constituting the Assessment Installment Receivables would have been required to be applied had they been paid by the respective property owner before delinquency and received by WRCOG.

Section 2.02 Closing Conditions. The obligation of the Company to purchase the Assessment Installment Receivables and pay the Purchase Price, together with the Premium thereon, will be subject to the accuracy of the representations and warranties of WRCOG herein, to the accuracy of statements to be made by or on behalf of WRCOG, to the performance by WRCOG of its obligations hereunder and to the following additional conditions precedent:

(a) *Executed Agreement.* At the Closing Date, this Agreement must have been authorized, executed and delivered by the respective parties thereto, and this Agreement and all official actions of WRCOG relating thereto must be in full force and effect and not have been amended, modified or supplemented.

(b) *Closing Documents.* The Company must receive the following opinions and certificates (which may be consolidated into a single certificate for convenience), dated the Closing Date and acceptable to the Company:

(i) *Legal Opinion of Bond Counsel.* An approving opinion of Bond Counsel to the effect that the obligations of WRCOG under this Agreement are valid, binding and enforceable, and as to certain other matters, addressed to, and in form and substance satisfactory to, WRCOG and the Company.

(ii) *Certificate of WRCOG.* A certificate signed by an appropriate official of WRCOG to the effect that:

(A) WRCOG is duly organized and validly existing as a joint exercise of powers authority under the Joint Exercise of Powers Act, being Chapter 5 of Division 7, Title 1 of the Government Code of the State of California and a Joint Exercise of Powers Agreement originally made and entered into as of April 1, 1991, as further amended to date,

(B) the representatives of WRCOG who executed this Agreement have been duly authorized to do so on behalf of WRCOG,

(C) the representations, agreements and warranties of WRCOG herein are true and correct in all material respects as of the Closing Date,

(D) WRCOG has complied with all the terms of this Agreement which are required to be complied with by WRCOG prior to or concurrently with the Closing Date, and

(E) the execution and delivery of this Agreement have been approved by the governing board of WRCOG, which approval was duly and regularly adopted in accordance with all applicable legal requirements.

Section 2.03 Right to Terminate. If WRCOG is unable to satisfy the conditions set forth in Section 2.02(a) and (b) hereof, as reasonably determined by the Company, this Agreement may be canceled either in part or in its entirety by the Company at any time. Notice of such cancellation shall be given to WRCOG in writing, or by telephone call confirmed in writing. Upon receipt of a notice of cancellation pursuant to this Section 2.03, WRCOG shall remit the full Purchase Price, together with the Premium thereon, to and upon the order of the Company.

Section 2.04 Pledge. Although the parties hereto intend that the sale of the Assessment Installment Receivables by WRCOG to the Company be characterized as an absolute sale rather than a secured borrowing, if the sale of the Assessment Installment Receivables is deemed to be a secured borrowing, then in order to secure WRCOG's obligations to the Company hereunder, WRCOG takes the actions set forth below.

(a) WRCOG hereby pledges, assigns and grants a lien to the Company on the following (the "Collateral"):

- (i) the Assessment Installment Receivables;
- (ii) the Collections; and
- (iii) all proceeds of the foregoing.

(b) WRCOG represents and warrants to the Company that:

(i) this Agreement creates a valid and continuing lien on the Collateral in favor of the Company, which is prior to all other liens, and is enforceable as such as against creditors of and purchasers from WRCOG;

(ii) WRCOG owns and has good and marketable title to the Collateral free and clear of any lien, claim or encumbrance of any person subject to the provisions of the applicable Master Indenture;

(iii) other than the lien granted to the Company pursuant to this Agreement, WRCOG has not pledged, assigned, sold, granted a lien on, or otherwise conveyed any of the Collateral; and

(iv) WRCOG is not aware of any judgment or tax lien filings against WRCOG.

These representations and warranties shall survive the Closing and may not be waived.

Section 2.05 Release of Collateral upon Repurchase of Assessment Installment Receivables. Any Assessment Installment Receivable that is repurchased by WRCOG in accordance with this Agreement shall be released from the Collateral when the required payment is made pursuant to Section 3.01(e) of this Agreement. Promptly upon such release, the Company shall amend the Assessment Installment Receivables Schedule to reflect the release of such Assessment Installment Receivable from the terms of this Agreement. Such Assessment Installment Receivable shall cease to be a part of the Collateral and be released from, and no longer be subject to, the pledge of this Agreement. The Company agrees to take or cause to be taken such actions and to execute, deliver and record such instruments and documents as may be set forth in a written request of WRCOG to release such Assessment Installment Receivable from the lien of this Agreement.

Article III

The Assessment Installment Receivables

Section 3.01 Representations, Warranties and Covenants as to the Assessment Installment Receivables.

(a) *Representations and Warranties.* WRCOG hereby represents and warrants to the Company that to WRCOG's knowledge (1) as of the Closing Date for the Assessment Installment Receivables, the information set forth in the Assessment Installment Receivables Schedule will be correct in all material respects, and (2) as to each Assessment Installment Receivable transferred hereunder, as of the Closing Date:

(i) WRCOG was the sole owner of such Assessment Installment Receivable;

(ii) WRCOG has full right and authority to sell such Assessment Installment Receivable as provided in this Agreement;

(iii) WRCOG sold such Assessment Installment Receivable free and clear of any and all liens, pledges, charges, security interests or any other statutory impediments to transfer created by or imposed upon WRCOG encumbering such Assessment Installment Receivable (but subject to the right of redemption by the related Property Owner), except for liens that will be discharged by the application of the proceeds of the sale thereof;

(iv) the sale of such Assessment Installment Receivable by WRCOG did not contravene or conflict with any laws, rules or regulations applicable to WRCOG;

(v) the Assessment Installments and Assessment Administrative Fees of which the Assessment Installment Receivable constitutes a portion were validly levied by WRCOG and, to the best knowledge of WRCOG and its agents and representatives, also validly levied and collected by the County on the secured property tax roll on behalf of WRCOG, in accordance with all applicable provisions of the laws, rules and regulations of the State, the County and of the United States;

(vi) the amount of the Assessment Installment Receivable includes Assessment Installments and Assessment Administrative Fees on the secured tax roll which have been levied by WRCOG and by the County on the secured property tax roll on behalf of WRCOG during the applicable Purchased Tax Year which were delinquent as of the Cut-off Date;

(vii) the Assessment Installment Receivable was secured by a legal, valid, binding and enforceable lien on the related Property;

(viii) the lien of the Assessment Installment Receivable represented a valid, proper and enforceable lien on the related Property, the priority of which was subject only to other Assessment Liens on such Property and to certain other priorities prescribed by statute;

(ix) the amount of such Assessment Installment Receivable includes a ten percent (10%) penalty imposed pursuant to Revenue & Taxation Code Section 2617 and/or 2618 on the portion of such Assessment Installment Receivable consisting of the delinquent Assessment Installment(s) and the delinquent Assessment Administrative Fee(s);

(x) interest payable by the related Property Owner has accrued and will continue to accrue on the delinquent Assessment Installments and Assessment Administrative Fees of which the Assessment Installment

Receivable constitutes a portion from July 1 of the Tax Year following the Tax Year in which such Assessment Installment Receivable first became delinquent to the date of payment of such Assessment Installments Receivable at the rate of one and a half percent (1.5%) per month (not compounded) as provided in California Revenue and Taxation Code Section 4103;

(xi) such Assessment Installment Receivable had not been discharged or disallowed (in whole or in part) in a bankruptcy proceeding;

(xii) such Assessment Installment Receivable had not been compromised, adjusted or modified (including by the granting of any discounts, allowances or credits, but not including installment payment plans in accordance with law);

(xiii) such Assessment Installment Receivable was not subject to a foreign government's diplomatic immunity from enforcement or treaty with the United States of America;

(xiv) there existed no fact, condition or circumstance that would prevent the County from being able to sell the related Property in a tax sale upon the expiration of a period of five years from July 1 of the Tax Year after the Tax Year in which the Assessment Installments became delinquent;

(xv) no right of rescission, setoff, counterclaim or defense had been asserted with respect to such Assessment Installment Receivable;

(xvi) WRCOG has not received notice that such Assessment Installment Receivable relates to a Property owned by a Property Owner that is subject to any bankruptcy proceeding commenced prior to the Closing Date;

(xvii) such Assessment Installment Receivable does not relate to a Property owned by a federal, state, or local governmental entity;

(xviii) WRCOG had not waived any penalties or interest with respect to such Assessment Installment Receivable;

(xix) each of the requirements included in the definition of "Assessment Installment Receivable" is satisfied with respect to such Assessment Installment Receivable; and

(xx) none of the exclusion criteria set forth in EXHIBIT C are applicable to such Assessment Installment Receivable unless, as of the Closing Date, any such criteria has been expressly waived in writing by the Company.

(b) Survival of Representations and Warranties; Liability of WRCOG.

(i) It is understood and agreed that the representations and warranties set forth in this Section 3.01, Section 2.04, Section 4.01 and Section 4.02 shall survive the consummation of the sale of the Assessment Installment Receivables on the Closing Date and shall inure to the benefit of the Company.

(ii) It is understood and agreed that the representations and warranties made by WRCOG in Section 3.01(a) hereof are made solely for the purpose of determining the existence of a Defective Assessment Installment Receivable, and in no case shall WRCOG or any of its officers or employees have any liability if it was subsequently discovered that such representations and warranties were in fact false at the time they were made, other than the obligation of WRCOG to repurchase Defective Assessment Installment Receivables as provided in this Agreement.

(c) *Defective Assessment Installment Receivables.* Upon discovery by WRCOG or the Company (based on information provided by the County, examination of the Delinquent Tax Roll, or otherwise) of a breach of any of the foregoing representations and warranties (without regard to any knowledge qualifier) that materially and adversely affects the value of any Assessment Installment Receivable (such Assessment Installment Receivable, a "Defective Assessment Installment Receivable"), the party making such discovery shall immediately notify WRCOG or the Company of such discovery and describe in reasonable detail the representations and warranties that were breached.

The Company may, at its option, require WRCOG to repurchase the Defective Assessment Installment Receivable. Under no circumstances will WRCOG have the right to require the resale of a Defective Assessment Installment Receivable to the Company. WRCOG shall have no right to substitute another Assessment Installment Receivable for a Defective Assessment Installment Receivable.

If the Company elects to require WRCOG to repurchase a Defective Assessment Installment Receivable, the Company shall give written notice to WRCOG. Such notice must (i) identify the Defective Assessment Installment Receivable, (ii) if the Assessment Installment Receivable Balance as of the Closing Date is determined to be less than the amount thereof shown on the Assessment Installment Receivables Schedule, state the amount of such deficiency and (iii) be accompanied by documentation from the County which reasonably establishes the factual basis for the determination of the breach. WRCOG shall fully cooperate (at its own expense), or utilize all reasonable efforts to cause the County to cooperate, as reasonably requested by the Company in the investigation and reporting of the foregoing matters.

For purposes of clause (ii) of the preceding paragraph, if the adjustments to the Assessment Installment Receivable Balance result from adjustments to the Delinquent Tax Roll provided by the County, the Company will use its best reasonable efforts to obtain the reason(s) for the adjustments from the County, but if the Company is unable

to obtain such reasons despite using its best reasonable efforts to do so, such inability shall not be grounds for rejection or disallowance of the adjustment.

(d) *Effect of Reduced Assessment Installment Receivable Amount.* If any Assessment Installment Receivable becomes a Defective Assessment Installment Receivable solely as a result of the determination that the Assessment Installment Receivable Balance as of the Closing Date (or applicable repurchase date) was less than the amount set forth on the Assessment Installment Receivables Schedule, then only the amount of the reduction of such Assessment Installment Receivable shall be deemed to be repurchased and such Assessment Installment Receivable, at its reduced Assessment Installment Receivable Balance, shall continue to be an Assessment Installment Receivable for all purposes of this Agreement.

(e) *Cure or Purchase of Defective Assessment Installment Receivables.* As to any Defective Assessment Installment Receivable, on or prior to the next date on which WRCOG receives the normal payments of Assessment Installments and Assessment Administrative Fees from the County following the day on which it is discovered that what was supposed to be an Assessment Installment Receivable is, in fact, a Defective Assessment Installment Receivable, WRCOG shall, at its option, either (A) cure or cause to be cured such breach or (B) pay to the Company, in immediately available funds, the Defective Assessment Installment Receivable Purchase Amount.

If any Assessment Installment Receivable is determined to be a Defective Assessment Installment Receivable prior to the Closing Date, the Defective Assessment Installment Receivable Purchase Amount shall be subtracted from the Purchase Price and Premium payable to WRCOG on the Closing Date.

The obligations of WRCOG under this Section 3.01(e) shall constitute the sole remedies available to the Company with respect to a Defective Assessment Installment Receivable and WRCOG shall not incur any other liability to the Company or any other Person because of any inaccuracy of any representation or warranty made under this Section 3.01 with respect to the Assessment Installment Receivables. Upon the repurchase of a Defective Assessment Installment Receivable by WRCOG, the Company shall cause the Assessment Installment Receivables Schedule to be amended to delete the Defective Assessment Installment Receivable, and WRCOG shall have no further liabilities or obligations with respect to such Defective Assessment Installment Receivable.

(f) *Company's Calculation of Defective Assessment Installment Receivables.* The Company shall cause the Company's calculations and/or recalculations of any adjustments made under this Section 3.01 (herein, "Adjustments") to be delivered to WRCOG. WRCOG shall have ten (10) Business Days after delivery thereof to review the Adjustments and submit to the Company any objections and deliver revised Adjustments to WRCOG. If WRCOG does not respond to any such Adjustments (as they may be revised) within ten (10) Business Days after delivery, such Adjustments shall be deemed final and binding on WRCOG, and WRCOG shall remit any payment required by Section 3.01(e).

Section 3.02 Enforcement and Collection; Assignment of Rights.

(a) *Enforcement Rights of the Company.* Except as provided herein, the Company shall be entitled to assert all right, title, and interest of WRCOG in the enforcement and collection of the Purchased Receivables, including but not limited to WRCOG's lien priority, and WRCOG's right to receive the Collections on the Purchased Receivables. Notwithstanding the foregoing, the Company acknowledges that Streets & Highways Code Section 5898.28(b)(2) provides that (i) the Company is not authorized to initiate and prosecute a judicial foreclosure action upon the Properties securing the payment of the Purchased Receivables and (ii) prosecution of such a judicial foreclosure action remains the responsibility of WRCOG.

From and after the receipt by WRCOG of the Purchase Price on the Closing Date, WRCOG shall have no rights whatsoever in and to the Purchased Receivables, including but not limited to the right to receive any Collections in respect of the Purchased Receivables, except with respect to Defective Assessment Installment Receivables repurchased by WRCOG in accordance with Section 3.01 hereof.

WRCOG shall cooperate fully with the Company as may be reasonably required by the Company to exercise any enforcement rights granted to the Company under this Agreement. WRCOG shall take all actions as may be reasonably required by law, including but not limited to the initiation of judicial foreclosure proceedings upon the request of the Company upon the Properties securing the payment of the Purchased Receivables upon behalf of the Company as provided for herein, fully to preserve, maintain, defend, protect and confirm the interests of the Company in the Purchased Receivables and the Collections. Any such enforcement actions, including judicial foreclosure proceedings, required to be undertaken by WRCOG at the Company's request shall be at the sole expense of the Company. If the cost of any such enforcement action is recovered by WRCOG such funds shall first be used to reimburse WRCOG for any such costs that have not been paid by the Company and, upon reimbursement of WRCOG for all such costs, such remaining funds shall be used to reimburse the Company for such costs as have been paid by the Company.

The Company and WRCOG agree that the primary means of enforcement of the payment of a Purchased Receivable shall be a tax sale by the County in which the Property securing such Purchased Receivable is located pursuant to the applicable provisions of Part 6 of Division 1 of the California Revenue and Taxation Code (the "R&T Code"). The Company shall initially forebear from requesting WRCOG to initiate judicial foreclosure proceedings upon any Property securing the payment of a Purchased Receivable for a period of four (4) years from the date of the original delinquency of the Purchased Receivable. If the County in which such Property is located fails to attempt to sell such Property within two (2) years from the date such Property can be sold at a tax sale pursuant to R&T Code Section 3691, the Company may request that WRCOG initiate judicial foreclosure proceedings to secure the payment of the Purchased Receivable and WRCOG shall be obligated to initiate such proceedings.

(b) *Change of Records; Further Actions and Assurances.* On or before the Closing Date, WRCOG shall mark its appropriate records so that, from and after the Closing Date, records of WRCOG shall indicate that such Purchased Receivables have been sold. WRCOG hereby agrees to (i) execute, deliver and cause to be approved and/or recorded all documents, and take all actions, as may be required to assign the Purchased Receivables and the Collections to the Company under this Agreement, and to notify the County of the assignments made under this Agreement, and (ii) execute, deliver and cause to be approved all amendments to any documents under which bonds or other debt secured by the Purchased Receivables were issued as may be required to assign the Purchased Receivables and the Collections to the Company under this Agreement, and to notify any applicable bond trustee, fiscal agent or payment agent of the assignments made under this Agreement.

(c) *Administration and Remittances of Collections.* WRCOG shall take all commercially reasonable best efforts as may be required to cause the Collections, when remitted by the County to WRCOG, to be remitted as soon as reasonably possible, and in any event not less frequently than once per calendar year, by or on behalf of WRCOG to the Company by federal funds wire transfer to the following account:

CIBC Bank USA
ABA 071006486
Acct Number: 2202292
Acct Name: Elm Limited LLC

If the Company becomes aware of Collections that have been remitted by the County to WRCOG and not paid to the Company, the Company may notify WRCOG in writing and WRCOG agrees to take all actions required to remit those Collections to the Company as soon as reasonably possible. If any Collections received by WRCOG from the County are not remitted to the Company within ten (10) business days of such notice, WRCOG agrees to pay to the Company upon demand interest on the amount of such unpaid Collections at the rate of ten percent (10%) per annum for each day such Collections remain unpaid after such date.

WRCOG shall cause all notices and reports relating to the Purchased Receivables to be provided to the Company as and when they are available from WRCOG, the Trustee or the Assessment Administrator. In addition, WRCOG shall provide, or cause the Assessment Administrator to provide monthly reporting to the Company on the status of Assessment Installment Receivables, cash reconciliations, and such other similar reports as the Company may reasonably request to enable the Company to account for the Assessment Installment Receivables. The costs of providing such notices and reports as described in this paragraph shall be borne by WRCOG.

(d) *Covenant Not to Waive Penalties.* WRCOG agrees not to waive all or any portion of delinquency penalties and redemption penalties as permitted by any

provision of applicable law with respect to any delinquent Assessment Installments included within the Purchased Receivables.

Article IV WRCOG

Section 4.01 Representations of WRCOG. WRCOG makes the following representations on which the Company is deemed to have relied in acquiring the Assessment Installment Receivables. The representations speak as of the Closing Date, and shall survive the sale of the Assessment Installment Receivables to the Company and the pledge thereof to the Company pursuant to this Agreement.

(a) *Due Organization, Existence and Company.* WRCOG is a joint exercise of powers authority, duly organized and validly existing under the Joint Exercise of Powers Act, being Chapter 5 of Division 7, Title 1 of the Government Code of the State of California and a Joint Exercise of Powers Agreement originally made and entered into as of April 1, 1991, as further amended to date, has full legal right, power and authority under the Constitution and laws of the State to enter into this Agreement, to sell the Assessment Installment Receivables and the Collections to the Company, and to carry out and consummate all transactions contemplated hereby.

(b) *Due Execution.* By all necessary official action of the governing board of WRCOG, WRCOG has duly authorized and approved the execution and delivery of, and the performance by it of the obligations contained in this Agreement, and, as of the date hereof, such authorizations and approvals are in full force and effect and have not been amended, modified or rescinded.

(c) *Valid, Binding and Enforceable Obligations.* This Agreement constitutes the legal, valid and binding obligation of WRCOG, enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or affecting creditors' rights, generally.

(d) *Consents and Approvals.* No consent or approval of any trustee or holder of any indebtedness of WRCOG or of the voters of WRCOG's member jurisdictions, and no consent, permission, authorization, order or license of, or filing or registration with, any governmental agency, is necessary in connection with the execution and delivery of this Agreement, or the consummation of any transaction herein or therein contemplated, except as have been obtained or made and as are in full force and effect.

(e) *No Conflicts.* The authorization, execution and delivery of this Agreement and compliance with the provisions of this Agreement do not and will not conflict with or constitute a breach of or default under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment, decree, license, permit, trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument to which WRCOG (or any of its officers in their respective capacities as such) are subject, or by which it or any of its

properties are bound; nor will any such authorization, execution, delivery or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of its assets or properties or under the terms of any such law, regulation or instrument, except as may be provided by this Agreement.

(f) *No Litigation.* No action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, is pending with service of process accomplished or, to the knowledge of WRCOG, pending or threatened, that:

(i) in any way questions the legal existence of WRCOG or the titles of the officers of WRCOG to their respective offices that would have any material likelihood of affecting the obligations of WRCOG under this Agreement;

(ii) contests the validity or the power and authority of WRCOG to sell or pledge the Assessment Installment Receivables to Company;

(iii) affects, contests or seeks to prohibit, restrain or enjoin the execution and delivery of this Agreement, the sale or pledge of the Assessment Installment Receivables by WRCOG to Company, or the payment of Collections on the Assessment Installment Receivables to the Company;

(iv) in any way contests or affects the validity of this Agreement, the power or authority of WRCOG to enter into this Agreement and perform its obligations hereunder or the consummation of the transactions contemplated hereby; or

(v) may result in any material adverse change relating to WRCOG's ability to comply with its obligations under this Agreement or to the Assessment Installment Receivables.

Section 4.02 Additional Representations and Agreements. WRCOG makes the following additional representations and agreements as of the Closing Date, on which the Company is deemed to have relied in acquiring the Assessment Installment Receivables:

(a) WRCOG has transferred the Assessment Installment Receivables to the Company pursuant to this Agreement for the Purchase Price, together with the Premium thereon, specified in this Agreement in cash. The consideration paid to WRCOG represents the fair market value of the Assessment Installment Receivables. This consideration was agreed upon as the result of arm's length negotiations. WRCOG has determined that the transactions contemplated by this Agreement and the related documents provide the maximum available financial benefits to WRCOG consistent with other objectives and requirements of WRCOG.

(b) WRCOG properly treats the transfer of the Assessment Installment Receivables to the Company as a sale pursuant to generally accepted accounting principles.

(c) There are no other agreements between WRCOG and the Company relating to or affecting the Assessment Installment Receivables, other than this Agreement.

(d) WRCOG does not receive any payments with respect to the Assessment Installment Receivables, except pursuant to this Agreement.

(e) WRCOG will mark its appropriate records so that they indicate the Assessment Installment Receivables have been sold and that the Company is the owner of such Assessment Installment Receivables. Such records of WRCOG may be in the form of a computer tape, microfiche, or other electronic or computer media.

(f) Sales of assets to the Company by WRCOG, including but not limited to the Assessment Installment Receivables, at all times have constituted and will constitute absolute transfers and conveyances, for fair and reasonably equivalent consideration, of all of the seller's right, title and interest in, to and under those assets for all purposes.

(g) WRCOG at no time has taken or will take any action that is inconsistent with any of the foregoing assumptions and that has given or will give (i) any creditor or future creditor of the Company cause to believe mistakenly that any obligation incurred by WRCOG has been or will be not only the obligation of WRCOG, but also of the Company, or (ii) any creditor or future creditor of either WRCOG or the Company cause to believe mistakenly that WRCOG and the Company have not been or will not continue to remain separate and distinct entities.

Section 4.03 Representations of Company. Company makes the following representations as of the Closing Date on which the WRCOG is deemed to have relied in selling the Assessment Installment Receivables to Company.

(a) *Due Organization, Existence and Company.* Company is a limited liability company, duly organized and validly existing under the laws of the State of Illinois, has full legal right, power and authority under the Constitution and laws of the State to enter into this Agreement, to purchase the Assessment Installment Receivables and the Collections from WRCOG, and to carry out and consummate all transactions contemplated hereby.

(b) *Due Execution.* By all necessary official action of Company, Company has duly authorized and approved the execution and delivery of, and the performance by it of the obligations contained in this Agreement, and, as of the date hereof, such authorizations and approvals are in full force and effect and have not been amended, modified or rescinded.

(c) *Valid, Binding and Enforceable Obligations.* This Agreement constitutes the legal, valid and binding obligation of Company, enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or affecting creditors' rights, generally.

(d) *No Conflicts.* The authorization, execution and delivery of this Agreement and compliance with the provisions of this Agreement do not and will not conflict with or constitute a breach of or default under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment, decree, license, permit, trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument to which Company (or any of its officers in their respective capacities as such) are subject, or by which it or any of its properties are bound; nor will any such authorization, execution, delivery or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of its assets or properties or under the terms of any such law, regulation or instrument, except as may be provided by this Agreement.

(e) *Consents and Approvals.* No consent or approval of any trustee or holder of any indebtedness of Company and no consent, permission, authorization, order or license of, or filing or registration with, any governmental agency, is necessary in connection with the execution and delivery of this Agreement, or the consummation of any transaction herein or therein contemplated, except as have been obtained or made and as are in full force and effect.

(f) *No Litigation.* No action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, is pending with service of process accomplished or, to the knowledge of Company, pending or threatened, that:

(i) in any way questions the legal existence of Company or the titles of the officers of Company to their respective offices that would have any material likelihood of affecting the obligations of Company under this Agreement;

(ii) contests the validity or the power and authority of Company to purchase the Assessment Installment Receivables from WRCOG;

(iii) affects, contests or seeks to prohibit, restrain or enjoin the execution and delivery of this Agreement, the purchase of the Assessment Installment Receivables by Company from WRCOG, or the payment of Collections on the Assessment Installment Receivables to the Company;

(iv) in any way contests or affects the validity of this Agreement or the consummation of the transactions contemplated hereby; or

(v) may result in any material adverse change relating to Company's ability to comply with its obligations under this Agreement.

Article V Miscellaneous

Section 5.01 Amendment. This Agreement may be amended by an instrument in writing signed by WRCOG and the Company.

Section 5.02 Entire Agreement. This Agreement shall constitute the entire agreement between the parties hereto and is made solely for the benefit of the parties hereto. No other person shall acquire or have any right hereunder by virtue hereof, except as provided herein.

Section 5.03 Notices. All notices or communications to be given under this Agreement shall be given by first class mail or personal delivery to the party entitled thereto at its address set forth below, or at such address as the party may provide to the other party in writing from time to time. Notice shall be effective either (a) upon actual receipt after deposit in the United States mail, postage prepaid, or (b) in the case of personal delivery to any person, upon actual receipt. The Company or WRCOG may, by written notice to the other parties, from time to time modify the address or number to which communications are to be given hereunder.

If to the Company: FNA California, LLC
 c/o First National Assets
 201 W. Lake St. #165
 Chicago, IL 60606
 Attn: General Counsel

If to WRCOG: Western Riverside Council of Governments
 3390 University Ave. Suite 200
 Riverside, California 92501
 Attn: Executive Director

Section 5.04 No Assignment by WRCOG. Notwithstanding anything to the contrary contained herein, this Agreement may not be assigned by WRCOG.

Section 5.05 Limitations on Rights of Others. The provisions of this Agreement are solely for the benefit of WRCOG and the Company, and nothing in this Agreement, whether express or implied, shall be construed to give to any other Person any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions or provisions contained herein.

Section 5.06 Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent

of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 5.07 Separate Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

Section 5.08 Headings. The headings of the various Articles and Sections herein are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

Section 5.09 Governing Law and Venue.

(a) This Agreement shall be construed in accordance with the laws of the State, without reference to its conflict of law provisions, and the obligations, rights and remedies of the parties hereunder shall be determined in accordance with such laws.

(b) To the extent permitted by law, the parties hereto agree that any and all claims asserted against the Company arising under this Agreement or related thereto shall be heard and determined either in the courts of the United States located in Riverside, California or in the California State Courts located in Riverside, California.

(c) If WRCOG commences any action against the Company in a court located other than in Riverside, California, upon request of the Company, WRCOG shall either consent to a transfer of the action to a court of competent jurisdiction located in Riverside, California or, if the court where the action is initially brought will not or cannot transfer the action, WRCOG shall consent to dismiss such action without prejudice and may thereafter reinstitute the action in a court of competent jurisdiction in Riverside, California.

(d) To the extent permitted by law, the parties hereto agree that any and all claims asserted against WRCOG arising under this Agreement or related thereto shall be heard and determined either in the courts of the United States located in Riverside County, California or in the California State Courts located in Riverside County, California.

(e) If the Company commences any action against WRCOG in a court located other than in Riverside County, California, upon request of WRCOG, the Company shall either consent to a transfer of the action to a court of competent jurisdiction located in Riverside County, California or, if the court where the action is initially brought will not or cannot transfer the action, the Company shall consent to dismiss such action without prejudice and may thereafter reinstitute the action in a court of competent jurisdiction in Riverside County, California.

(f) With respect to any action between WRCOG and the Company in California State Court brought in accordance with the provisions of this Section, WRCOG

and the Company each hereby expressly waives and relinquishes any rights either might otherwise have (i) to move to dismiss on grounds of forum non conveniens; (ii) to remove to Federal Court; and (iii) to move for a change of venue to a California State Court outside the county in which it is pending.

(g) With respect to any action between WRCOG and the Company in Federal Court brought in accordance with the provisions of this Section, WRCOG and the Company each hereby expressly waives and relinquishes any right either might otherwise have to move to transfer the action to another United States Court.

Section 5.10 Nonpetition Covenants. Notwithstanding any prior termination of this Agreement, WRCOG shall not, prior to the date which is one (1) year and one (1) day after the termination of this Agreement with respect to the Company, acquiesce, petition or otherwise invoke or cause the Company to invoke the process of any court or government against the Company for the purpose of commencing or sustaining a case against the Company under any Federal or state bankruptcy, insolvency or similar law or appointing a receiver, liquidator, assignee, trustee, custodian, sequestrator or other similar official of the Company or any substantial part of its property, or ordering the winding up or liquidation of the affairs of the Company.

Section 5.11 Successor Is Deemed Included In All References To Predecessor. Whenever in this Agreement either WRCOG or the Company is named or referred to, such reference shall be deemed to include the successors thereof, and all the covenants and agreements in this Agreement by or for the benefit of WRCOG and Company shall bind and inure to the benefit of the respective successors thereof whether so expressed or not.

Section 5.12 Waiver of Personal Liability. No member, officer, agent or employee of the Company or WRCOG shall be individually or personally liable for the payment of any amount due hereunder or be subject to any personal liability or accountability by reason of the transactions described herein; but nothing herein contained shall relieve any such member, officer, agent or employee from the performance of any official duty provided by law or by this Agreement.

Section 5.13 Exclusive Right of First Refusal. WRCOG hereby grants to the Company an exclusive right of first refusal to purchase, upon similar and mutually agreeable terms in this Agreement, *mutatis mutandis*, Assessment Installment Receivables that become delinquent with respect to the Tax Years ending on June 30, 2026, June 30, 2027 and June 30, 2028, as follows:

(a) With respect to Assessment Installment Receivables secured by Properties that also secure Assessment Installment Receivables that were previously purchased by the Company, such purchases shall be documented by the execution of an agreement in the form of this Agreement, *mutatis mutandis*, with the purchase price and premium calculated in the same manner as this Agreement; and

(b) With respect to all other Assessment Installment Receivables, such purchases shall be documented by the execution of an agreement in the form of this Agreement, *mutatis mutandis*, with the purchase price and premium calculated in the same manner as this Agreement, modified as the parties mutually agree.

Section 5.14 Survival of Rights Related to Twain Commercial Assessment.

[The Company's rights and remedies under this Agreement with respect to the Twain Commercial Assessment shall survive any waiver of exclusion criteria set forth in Exhibit C hereto and/or covenants or representations required to be provided hereunder.]

[Next page is signature page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

WESTERN RIVERSIDE COUNCIL OF
GOVERNMENTS

By _____
Name: Casey Dailey
Title: Director of Energy & Environmental
Programs

Approved as to Form

By: _____
Bond Counsel

FNA CALIFORNIA, LLC

By _____
Name: John Eisinger
Title: CEO

EXHIBIT “A”
ASSESSMENT INSTALLMENT RECEIVABLES SCHEDULE

Owner Name	Situs Address	Tax Parcel Number	Participant ID	Bond Series	Levy Amount	Paid Amount	Delinquent		Delinquent Amount	Penalty [3]	Interest [4]	Total Delinquent Assessment	Total Assessed Value [1]	County
							Installment							
							1st	2nd						

\$ \$ \$ \$

[1] Assessed values based on 2025 data for all counties except Mariposa as that data is not available as of 8/10/2025

[2] Delinquency data as of 8/10/2024.

[3] Penalty based on 10% of the delinquent assessment.

[4] Interest calculated based on 1.5% of the delinquent assessment per month from July 1, 2024 through August 31, 2025.

[5] Includes parcels in historically Teeter counties that may be removed from the final file.

TOTAL \$

plus \$

premium 7.5 \$

Purchase \$

Price \$

EXHIBIT "B"
LIST OF MASTER INDENTURES

- (a) Master Indenture by and between WRCOG and Wilmington Trust, National Association, as Successor Trustee to Deutsche Bank National Trust Company, dated as of September 1, 2013, relating to the Western Riverside Council of Governments Limited Obligation Improvement Bonds (Energy Efficiency and Water Conservation Program for Western Riverside County) (First Residential Property Tranche – Phase Three), as amended by the First Amendment to the Master Indenture dated as of February 1, 2014.
- (b) Master Indenture by and between WRCOG and Wilmington Trust, National Association, as Successor Trustee to Deutsche Bank National Trust Company, dated as of February 1, 2014, relating to the Western Riverside Council of Governments Limited Obligation Improvement Bonds (WRCOG Program and California HERO Program) (First Residential Property Tranche – Phase One)
- (c) Master Indenture by and between WRCOG and Wilmington Trust, National Association, as Successor Trustee to Deutsche Bank National Trust Company, dated as of August 1, 2014, relating to the Western Riverside Council of Governments Limited Obligation Improvement Bonds (WRCOG Program and California HERO Program) (Second Residential Property Tranche – Phase One)
- (d) Amended and Restated Master Indenture by and between WRCOG and Wilmington Trust, National Association, as Successor Trustee to Deutsche Bank National Trust Company, dated as of March 1, 2015, relating to the Western Riverside Council of Governments Limited Obligation Improvement Bonds (WRCOG Program and California HERO Program) (Second Residential Property Tranche – Phase One)
- (e) Master Indenture by and between WRCOG and Wilmington Trust, National Association, as Successor Trustee to Deutsche Bank National Trust Company, dated as of March 1, 2015 relating to the Western Riverside Council of Governments Limited Obligation Improvement Bonds (WRCOG Program and California HERO Program) (Third Residential Property Tranche – Phase One)
- (f) Master Indenture by and between WRCOG and Wilmington Trust, National Association, as Successor Trustee to Deutsche Bank National Trust Company, dated as of July 1, 2015, relating to the Western Riverside Council of Governments Limited Obligation Improvement Bonds (WRCOG Program and California HERO Program) (Fourth Residential Property Tranche – Phase One);

- (g) Master Indenture by and between WRCOG and Wilmington Trust, National Association, as Successor Trustee to Deutsche Bank National Trust Company, dated as of October 1, 2015, relating to the Western Riverside Council of Governments Limited Obligation Improvement Bonds (WRCOG Program and California HERO Program) (Fifth Residential Property Tranche – Phase One)
- (h) Master Indenture by and between WRCOG and Wilmington Trust, National Association, as Successor Trustee to Deutsche Bank National Trust Company, dated as of January 1, 2016, relating to the Western Riverside Council of Governments Limited Obligation Improvement Bonds (WRCOG Program and California HERO Program) (Sixth Residential Property Tranche – Phase One)
- (i) Master Indenture by and between WRCOG and Wilmington Trust, National Association, as Successor Trustee to Deutsche Bank National Trust Company, dated as of May 1, 2016, relating to the Western Riverside Council of Governments Limited Obligation Improvement Bonds (WRCOG Program and California HERO Program) (Seventh Residential Property Tranche – Phase One)
- (j) Master Indenture by and between WRCOG and Wilmington Trust, National Association, as Successor Trustee to Deutsche Bank National Trust Company, dated as of June 1, 2016, relating to the Western Riverside Council of Governments Limited Obligation Improvement Bonds (WRCOG Program and California HERO Program) (Lifestyle Residential Property Tranche – Phase One)
- (k) Master Indenture by and between WRCOG and Wilmington Trust, National Association, as Successor Trustee to Deutsche Bank National Trust Company, dated as of September 1, 2016, relating to the Western Riverside Council of Governments Limited Subordinate Obligation Improvement Bonds (WRCOG HERO Program) (First Residential Property Tranche – Phase One)
- (l) Master Indenture by and between WRCOG and Wilmington Trust, National Association, as Successor Trustee to Deutsche Bank National Trust Company, dated as of September 1, 2016, relating to the Western Riverside Council of Governments Limited Obligation Improvement Bonds (WRCOG Program and California HERO Program) (Eighth Residential Property Tranche – Phase One)
- (m) Master Indenture by and between WRCOG and Wilmington Trust, National Association, as Successor Trustee to Deutsche Bank National Trust Company, dated as of January 1, 2017, relating to the Western Riverside Council of Governments Limited Obligation Improvement Bonds (WRCOG

Program and California HERO Program) (Ninth Residential Property Tranche – Phase One)

- (n) Amended and Restated Master Indenture by and between WRCOG and Wilmington Trust, National Association, as Successor Trustee to Deutsche Bank National Trust Company, dated as of March 1, 2017, relating to the Western Riverside Council of Governments Limited Subordinate Obligation Improvement Bonds (WRCOG HERO Program) (First Residential Property Tranche – Phase One)
- (o) Master Indenture by and between WRCOG and Wilmington Trust, National Association, as Successor Trustee to Deutsche Bank National Trust Company, dated as of May 1, 2017, relating to the Western Riverside Council of Governments Limited Obligation Improvement Bonds (WRCOG HERO Program) (Tenth Residential Property Tranche – Phase One)
- (p) Master Indenture by and between WRCOG and Wilmington Trust, National Association, as Successor Trustee to Deutsche Bank National Trust Company, dated as of August 1, 2017, relating to the Western Riverside Council of Governments Limited Obligation Improvement Bonds (WRCOG HERO Program) (Eleventh Residential Property Tranche – Phase One)
- (q) Master Indenture by and between WRCOG and Wilmington Trust, National Association, as Successor Trustee to Deutsche Bank National Trust Company, dated as of January 1, 2018, relating to the Western Riverside Council of Governments Limited Obligation Improvement Bonds (WRCOG HERO Program) (Twelfth Residential Property Tranche – Phase One)
- (r) Master Indenture by and between WRCOG and The Bank of New York Mellon Trust Company, N.A., as Trustee, dated as of July 1, 2018, relating to the Western Riverside Council of Governments Limited Obligation Improvement Bonds (WRCOG HERO Program) (Thirteenth Residential Property Tranche – Phase One)
- (s) Master Indenture by and between WRCOG and The Bank of New York Mellon Trust Company, N.A., as Trustee, dated as of September 1, 2019, relating to the Western Riverside Council of Governments Limited Obligation Improvement Bonds (WRCOG HERO Program) (Fourteenth Residential Property Tranche – Phase One)
- (t) Indenture of Trust by and between WRCOG and The Bank of New York Mellon Trust Company, N.A., as Trustee, dated as of February 1, 2020, relating to the Western Riverside Council of Governments Limited Obligation Refunding Bonds, Series 2020 (Commercial Program)

- (u) Indenture of Trust No. 2 by and between WRCOG and Wilmington Trust, National Association, dated as of December 18, 2019, relating to the Western Riverside Council of Governments Limited Obligation Improvement Bonds (Twain Commercial PACE Program) (First Commercial Property Tranche) Series No. 20191218-WR-TC-25
- (v) Indenture of Trust No. 3 by and between WRCOG and Wilmington Trust, National Association, dated as of April 22, 2021, relating to the Western Riverside Council of Governments Limited Obligation Improvement Bonds (Twain Commercial PACE Program) (First Commercial Property Tranche) Series No. 20210422-WR-TC-CUR-30
- (w) Master Indenture by and between WRCOG and The Bank of New York Mellon Trust Company, N.A., as Trustee, dated as of February 1, 2021 relating to the Greenworks Commercial PACE Program Limited Obligation Improvement Bonds, as supplemented by Supplemental Indenture No. 3 dated as of February 17, 2021
- (x) Agreement to Pay Assessment and Finance Improvements, dated as of September 30, 2021 by and between WRCOG and 2108 Pico Owner, LLC relating to 2108 ½ and 2114 Pico Blvd., Santa Monica, CA 90401

EXHIBIT "C"
EXCLUSION CRITERIA

1. On the Closing Date, an Assessment Installment Receivable that is not lawfully collectable or no longer constitutes a valid and existing lien on the subject Property.
2. On the Closing Date, an Assessment Installment Receivable where the subject Property (i) has been or is expected to be designated as a CERCLA or government designated environmental cleanup site or (ii) is subject to environmental contamination that could materially decrease the market value thereof.
3. On the Closing Date, a subject Property that is described as, owned by, or used for (a) vacant land (except for Twain Commercial Assessment property), (b) a church or religious organization, (c) orphanages or other non-profit or charitable services, (d) sanitariums, convalescent and rest homes, (e) military properties, (f) forests parks or recreational areas, (g) public schools, (h) public colleges (i) public hospitals, (j) county properties, (k) state properties, (l) federal properties, (m) municipal properties, (n) utility properties (e.g., gas, electric, telephone, water, sewage, railroads, pipelines, canals, radio/tv/mobile communications towers), (o) subsurface rights, (p) right-of-way, streets, roads, irrigation channels and ditches, (q) rivers, lakes or other submerged lands, (r) sewage, disposal, solid waste disposal, borrow pits, drainage reservoirs, waste lands, marshes, sand dunes, or swamps or (s) heavy manufacturing or mineral processing.
4. At the time of origination, a subject Property, including improvements thereon, has an assessed value or market value of less than \$75,000.
5. On the Closing Date, an Assessment Installment Receivable where the original date of delinquency is greater than three hundred sixty-five (365) days prior to the Cut-off Date; provided however, the original date of the delinquency for the Twain Commercial Assessment may exceed such timeframe.
6. An Assessment Installment Receivable that was not originated by a WRCOG or any of its authorized program administrators.
7. On the Closing Date, an Assessment Installment Receivable that has been (a) challenged as to amount, enforceability or validity, (b) the subject of litigation, (c) subject to right of rescission, right of setoff or counterclaim, or (d) subjected to the assertion of defenses with respect to any of the foregoing.
8. At the time of origination, an Assessment Installment Receivable where (a) the loan to value ratio of the existing mortgage is greater than ninety percent (90%) or (b) the ratio of the aggregate amount of debt secured by any lien on the related Property to the market value of the Property is greater than ninety-five percent (95%).
9. On the Closing Date, an Assessment Installment Receivable that is subordinate to other valid claims on the subject Property or that otherwise does not have a first lien.

Attachment

WRCOG PACE Delinquency
Detail FY 2024-2025
Purchase Exhibit

WRCOG PACE Delinquency Detail FY 2024-2025 Purchase Exhibit

Owner Name	Situs Address	Tax Parcel Number	Participant ID	Bond Series	Levy Amount	Paid Amount	Delinquent Installment [2]		Delinquent Amount	Penalty [3]	Interest [4]	Total Delinquent	Total Assessed Value [1]	County [5]
							1st	2nd						
Lloyd Gibson	1236 90th Ave Oakland 94603	044 -4953-020-00	CA001100715	160729-CA-RA-R-20C	\$1,326.42	\$663.21		X	\$663.21	\$66.32	\$19.90	\$749.43	\$101,383.00	Alameda
Lloyd Gibson	1236 90th Ave Oakland 94603	044 -4953-020-00	CA001101098	161209-CA-RA2-R-20C	\$1,184.96	\$592.48		X	\$592.48	\$59.25	\$17.77	\$669.50	\$101,383.00	Alameda
Lloyd Gibson	1236 90th Ave Oakland 94603	044 -4953-020-00	CA001100823	170113-CA-RA2-R-20C	\$1,131.22	\$565.61		X	\$565.61	\$56.56	\$16.97	\$639.14	\$101,383.00	Alameda
Curtis Thomas, Joni Thomas	6467 Outlook Ave Oakland CA 94605	037A-2751-004-00	CA001101543	170331-CA-RA3-R-10C	\$2,809.24	\$0.00	X	X	\$2,809.24	\$280.92	\$84.28	\$3,174.44	\$77,230.00	Alameda
David Kimura	18780 Madison Ave Castro Valley CA 94546	084C-0796-038-00	CA001101979	170922-CA-RA-HPR-R-10C	\$2,418.80	\$0.00	X	X	\$2,418.80	\$241.88	\$72.56	\$2,733.24	\$994,500.00	Alameda
Nancy Barnum-Moreland	2500 Lancaster Ct Hayward CA 94542	425 -0360-017-00	CA001102209	180112-CA-RA-HPR-R-20C	\$2,048.20	\$0.00	X	X	\$2,048.20	\$204.82	\$61.45	\$2,314.47	\$105,922.00	Alameda
Mary Mulvehill, David Smith	1205 Kains Ave Berkeley CA 94706	060 -2406-033-00	CA001102056	180406-CA-RA-HPR-R-10CDE	\$5,990.08	\$2,995.04		X	\$2,995.04	\$299.50	\$89.85	\$3,384.39	\$245,020.00	Alameda
Crystal Graves	3211 SACRAMENTO ST BERKELEY CA 94702	052 -1536-014-00	CA001102660	190308-CA-RA-HPR-R-25EF	\$832.90	\$0.00	X	X	\$832.90	\$83.29	\$24.99	\$941.18	\$263,304.00	Alameda
Earnest Lockhart	10431 BYRON AVE OAKLAND CA 94603	047 -5573-013-00	CA001102854	200214-CA-RA-HPR-R-25F	\$2,363.86	\$0.00	X	X	\$2,363.86	\$236.39	\$70.92	\$2,671.17	\$173,756.00	Alameda
Robert Jackson, Tamara Jackson	16091 Overlook Ter Pioneer CA 95666	023-140-011-000	CA005109474	180216-CA-RA-HPR-R-10CD	\$2,519.70	\$0.00	X	X	\$2,519.70	\$251.97	\$75.59	\$2,847.26	\$213,601.00	Amador
Joe Pearce	3647 Ashley Ave Oroville CA 95966	033-452-014-000	CA007109987	170428-CA-RA3-HPR-R-15C	\$1,377.16	\$0.00	X	X	\$1,377.16	\$137.72	\$41.31	\$1,556.19	\$150,714.00	Butte
Maurice Lewis	695 School St Pittsburg 94565	073-246-010-0	RCC92351N-160215	160603-CA-RA2-R-15C	\$3,233.38	\$1,616.69		X	\$1,616.69	\$161.67	\$48.50	\$1,826.86	\$459,000.00	Contra Costa [5]
Gladstone Nordstrom	1760 Denkinger RD Concord 94521	115-341-002-0	CA013110001	160826-CA-RA2-R-15C	\$2,104.34	\$0.00	X	X	\$2,104.34	\$210.43	\$63.13	\$2,377.90	\$93,763.00	Contra Costa [5]
Valerie Cookson	319 Gloria DR Pleasant Hill 94523	150-021-002-4	CA013110480	160916-CA-RA2-R-15C	\$2,402.26	\$1,201.13		X	\$1,201.13	\$120.11	\$36.03	\$1,357.27	\$93,183.00	Contra Costa [5]
Pamela Elowsky	20 W Bolton Rd Oakley CA 94561	034-241-013-1	CA013112498	170908-CA-RA-HPR-R-10C	\$1,612.90	\$0.00	X	X	\$1,612.90	\$161.29	\$48.39	\$1,822.58	\$235,648.00	Contra Costa [5]
Fay Barker	1005 Jacobsen ST Antioch CA 94509	065-191-001-0	CA013113657	180209-CA-RA-HPR-R-15CD	\$1,932.24	\$966.12		X	\$966.12	\$96.61	\$28.98	\$1,091.71	\$175,298.00	Contra Costa [5]
William White, Teresa White	103 Lena Ct Pleasant Hill CA 94523	154-210-036-5	CA013113327	180420-CA-RA-HPR-R-20CDE	\$12,655.22	\$0.00	X	X	\$12,655.22	\$1,265.52	\$379.66	\$14,300.40	\$745,504.00	Contra Costa [5]
Aaron Ford	3321 BLUEJAY DR ANTIOCH CA 94509	068-584-019-1	CA013114763	190712-CA-RA-HPR-R-25EF	\$3,329.26	\$0.00	X	X	\$3,329.26	\$332.93	\$99.88	\$3,762.07	\$545,726.00	Contra Costa [5]
Anita Franco, Rachel Martell	926 Clovis Ave Clovis 93612	497-113-02	RFC94169A-140709	150406-BE-R-03-15	\$2,479.32	\$1,239.66		X	\$1,239.66	\$123.97	\$37.19	\$1,400.82	\$178,756.00	Fresno
Gary Jorgensen, Linda Jorgensen	6483 N Hazel Ave Fresno 93711	406-323-42	RFC84869N-150826	151022-BE-WR-R-05-15C	\$2,337.10	\$0.00	X	X	\$2,337.10	\$233.71	\$70.11	\$2,640.92	\$272,071.00	Fresno
Laurie Melton	1489 W Olson Ave Reedley 93654	365-203-04	RFC90221N-150325	151022-BE-WR-R-07-20C	\$2,190.08	\$0.00	X	X	\$2,190.08	\$219.01	\$65.70	\$2,474.79	\$170,317.00	Fresno
Alysha Graham, Scott Moline, Twyla Moline	2614 Dewitt AVE Clovis 93612	499-131-11	RFC84203P-150915	160114-BE-WR-R-04-20C	\$2,617.72	\$0.00	X	X	\$2,617.72	\$261.77	\$78.53	\$2,958.02	\$303,547.00	Fresno
Laawna Murchison	2827 Calimyrna Ave Clovis 93611	553-170-10	RFC87980N-150610	160114-BE-WR-R-04-20C	\$2,833.84	\$1,416.92		X	\$1,416.92	\$141.69	\$42.51	\$1,601.12	\$444,887.00	Fresno
Donna Wesenberg	2583 E Cole Ave Fresno 93720	403-734-14	RFC79934C-160217	160512-BE-CA-RA2-R-06-10C	\$3,619.00	\$1,809.50		X	\$1,809.50	\$180.95	\$54.29	\$2,044.74	\$248,891.00	Fresno
Darrell Coufal	404 E Fedora AVE Fresno 93704	435-143-07	RFC82376N-151112	160512-BE-CA-RA2-R-07-15C	\$2,083.40	\$0.00	X	X	\$2,083.40	\$208.34	\$62.50	\$2,354.24	\$56,384.00	Fresno
Erlinda Cepeda, Rigoberto Cepeda	470 Fett St Partlier 93648	355-222-02	RFC81524N-151217	160512-BE-CA-RA-R-03-15C	\$2,236.02	\$0.00	X	X	\$2,236.02	\$223.60	\$67.08	\$2,526.70	\$59,791.00	Fresno
Gregorio Perez, Maria Perez	495 Pettit St Partlier 93648	355-222-20	RFC80105N-160211	160512-BE-CA-RA-R-03-15C	\$2,124.64	\$0.00	X	X	\$2,124.64	\$212.46	\$63.74	\$2,400.84	\$91,914.00	Fresno
Elizabeth Hernandez, Gracie Arroyo	4014 E Michigan Ave Fresno 93703	445-175-07	RFC81491N-151218	160512-BE-CA-RA-R-03-15C	\$2,502.40	\$1,251.20		X	\$1,251.20	\$125.12	\$37.54	\$1,413.86	\$126,518.00	Fresno
Elizabeth Rodriguez	894 Garland Ave Clovis 93612	495-242-06	RFC82319N-151114	160512-BE-CA-RA-R-03-15C	\$1,360.32	\$680.16		X	\$680.16	\$68.02	\$20.40	\$768.58	\$196,694.00	Fresno
Mary Mehia	276 W Locust Ave Pinedale 93650	303-121-23	RFC83822N-150926	160512-BE-CA-RA-R-04-20C	\$1,254.78	\$0.00	X	X	\$1,254.78	\$125.48	\$37.64	\$1,417.90	\$67,671.00	Fresno
Freddie Brewer	2824 Sussex Way Fresno 93726	436-122-18S	RFC82361N-151112	160512-BE-CA-RA-R-04-20C	\$1,861.40	\$0.00	X	X	\$1,861.40	\$186.14	\$55.84	\$2,103.38	\$119,984.00	Fresno
James Lamastus	3653 Meridian Ave Fresno 93726	438-123-10	RFC80477N-160128	160512-BE-CA-RA-R-04-20C	\$2,276.14	\$1,138.07		X	\$1,138.07	\$113.81	\$34.14	\$1,286.02	\$96,431.00	Fresno
Jeanette Harris	5427 Buckingham Way Fresno 93727	493-082-07	RFC79715N-160225	160512-BE-CA-RA-R-04-20C	\$1,601.16	\$800.58		X	\$800.58	\$80.06	\$24.02	\$904.66	\$116,120.00	Fresno
Margaret Davis	1117 N Echo Ave Fresno 93728	452-024-08	CA019110289	160729-CA-RA-R-15C	\$796.00	\$398.00		X	\$398.00	\$39.80	\$11.94	\$449.74	\$58,598.00	Fresno
Agustin Saldana, Veronica Saldana	4863 E Princeton Ave Fresno 93703	494-093-22	CA019111045	160909-CA-RA-R-15C	\$1,566.00	\$783.00		X	\$783.00	\$78.30	\$23.49	\$884.79	\$179,861.00	Fresno
Beverly Henry	2835 Gettysburg Ave Fresno 93726	427-194-11	CA019111106	160930-CA-RA-R-15C	\$1,819.86	\$0.00	X	X	\$1,819.86	\$181.99	\$54.60	\$2,056.45	\$68,565.00	Fresno
Ernest Crutchfield	3027 Saginaw Way Fresno 93726	436-215-08	CA019111062	161007-CA-RA2-R-15C	\$2,392.44	\$0.00	X	X	\$2,392.44	\$239.24	\$71.77	\$2,703.45	\$109,106.00	Fresno
Jacinto Dela Cruz, Mary Dela Cruz	7150 N Everest Ave Fresno 93722	504-123-05S	CA019109688	161007-CA-RA2-R-20C	\$1,901.66	\$0.00	X	X	\$1,901.66	\$190.17	\$57.05	\$2,148.88	\$93,914.00	Fresno
Celedonio Arceo, Maria Arceo	375 W Palm Ave Reedley 93654	363-152-10	CA019111368	161014-CA-RA-R-10C	\$1,736.98	\$868.49		X	\$868.49	\$86.85	\$26.05	\$981.39	\$176,626.00	Fresno
Helen Boos	6677 S Buttonwillow AVE Reedley 93654	360-170-19	CA019110546	161021-CA-RA-R-10C	\$3,191.48	\$1,595.74		X	\$1,595.74	\$159.57	\$47.87	\$1,803.18	\$157,199.00	Fresno
Lorene Vaillancour	467 W Keats Ave Fresno 93704	417-320-06	CA019111531	161223-CA-RA-R-25C	\$1,957.90	\$0.00	X	X	\$1,957.90	\$195.79	\$58.74	\$2,212.43	\$134,702.00	Fresno
Carol Cederquist, Kenneth Cederquist	2307 Menlo Ave Clovis 93611	550-073-23	CA019112896	170113-CA-RA2-R-15C	\$2,797.08	\$0.00	X	X	\$2,797.08	\$279.71	\$83.91	\$3,160.70	\$244,425.00	Fresno
Sandra Mendez	1920 N Macdonough Ave Sanger 93657	158-170-18	CA019112306	170113-CA-RA2-R-25C	\$3,156.20	\$1,578.10		X	\$1,578.10	\$157.81	\$47.34	\$1,783.25	\$170,670.00	Fresno
Lorene Vaillancour	467 W Keats Ave Fresno 93704	417-320-06	CA019112649	170217-CA-RA-R-25C	\$1,668.16	\$0.00	X	X	\$1,668.16	\$166.82	\$50.04	\$1,885.02	\$134,702.00	Fresno
Abel Delgado	13289 E Young Ave Partlier 93648	355-113-05	CA019113041	170224-CA-RA-R-20C	\$1,984.06	\$992.03		X	\$992.03	\$99.20	\$29.76	\$1,120.99	\$84,425.00	Fresno
Esther Silva, Domingo Silva	1413 E Michigan Ave Fresno CA 93704	443-181-14	CA019114213	170331-CA-RA3-R-15C	\$1,514.92	\$0.00	X	X	\$1,514.92	\$151.49	\$45.45	\$1,711.86	\$102,771.00	Fresno
Ryan Mezzacappa	4655 E Nevada Ave Fresno CA 93702	460-242-21	CA019113773	170407-CA-RA3-R-10C	\$1,237.56	\$618.78		X	\$618.78	\$61.88	\$18.56	\$699.22	\$96,610.00	Fresno
George Huerta	20946 S Del Rio St Laton CA 93242	057-182-09	CA019113656	170421-CA-RA-HPR-R-15C	\$820.68	\$0.00	X	X	\$820.68	\$82.07	\$24.62	\$927.37	\$55,967.00	Fresno
James Rodriguez	1214 K St Sanger CA 93657	325-051-21	CA019114109	170512-CA-RA3-HPR-R-10C	\$2,922.56	\$0.00	X	X	\$2,922.56	\$292.26	\$87.68	\$3,302.50	\$64,756.00	Fresno
Benny Juarez	4777 E Lowe AVE Fresno CA 93702	470-242-15	CA019115095	170616-CA-RA2-HPR-R-15C	\$1,584.52	\$792.26		X	\$792.26	\$79.23	\$23.77	\$895.26	\$78,769.00	Fresno
Jose Zepeda, Ana Zepeda	3241 E Lowe Ave Fresno CA 93702	470-106-12	CA019115248	170629-CA-RA3-HPRCA4-R-15C	\$1,052.50	\$0.00	X	X	\$1,052.50	\$105.25	\$31.58	\$1,189.33	\$80,868.00	Fresno
Ana Hernandez	8684 12th San Joaquin CA 93660	033-240-12S	CA019113941	170629-CA-RA3-HPRCA4-R-20C	\$1,241.90	\$620.95		X	\$620.95	\$62.10	\$18.63	\$701.68	\$115,247.00	Fresno
Theotis Crump	2016 S Sierra Vista AVE Fresno CA 93702	471-315-10	CA019114518	170629-CA-RA3-HPRCA4-R-25C	\$1,428.26	\$0.00	X	X	\$1,428.26	\$142.83	\$42.85	\$1,613.94	\$62,443.00	Fresno
Benny Juarez	4777 E Lowe AVE Fresno CA 93702	470-242-15	CA019114034	170629-CA-RA3-HPR-R-15C	\$1,350.08	\$675.04		X	\$675.04	\$67.50	\$20.25	\$762.79	\$78,769.00	Fresno
Jared Turney, Julie Turney	2425 Thompson Ave Selma CA 93662	388-064-08	CA019115341	170714-CA-RA3-HPRCA2-R-20C	\$2,705.80	\$1,352.90		X	\$1,352.90	\$135.29	\$40.59	\$1,528.78	\$147,361.00	Fresno
Amanda Moran-Hines, Kevin Hines	5117 W Bluff Ave Fresno CA 93722	502-271-31S	CA019114832	170714-CA-RA3-HPRCA4-R-15C	\$8,989.52	\$0.00	X	X	\$8,989.52	\$898.95	\$269.69	\$10,158.16	\$295,744.00	Fresno
Rafael Velasco, Mercedes Velasco, Arturo Velasco	25880 E Lincoln Ave Orange Cove 93646	373-040-13	CA019114268	170825-CA-RA-HPR-R-25C	\$1,097.84	\$548.92		X	\$548.92	\$54.89	\$16.47	\$620.28	\$227,677.00	Fresno
Margaret Foster	2289 W Dinuba AVE Fresno, CA 93706	338-041-13S	CA019115986	170908-CA-RA-HPR-R-10C	\$3,606.06	\$0.00	X	X	\$3,606.06	\$360.61	\$108.18	\$4,074.85	\$133,890.00	Fresno
Samuel Federico, Linda Federico	10618 N Maple Ave Fresno CA 93730	578-010-06	CA019115511	170908-CA-RA-HPR-R-15C	\$2,824.30	\$0.00	X	X	\$2,824.30	\$282.43	\$84.73	\$3,191.46	\$158,816.00	Fresno
David Rubio	3844 Balch Ave Fresno CA 93702	461-262-06	CA019114929	170908-CA-RA-HPR-R-25C	\$1,299.80	\$0.00	X	X	\$1,299.80	\$129.98	\$38.99	\$1,468.77	\$77,071.00	Fresno
Ron Urrutia	3912 E Kerckhoff Ave Fresno CA 93702	461-126-02	CA019115753	170915-CA-RA-HPR-R-15C	\$2,923.92	\$1,461.96		X	\$1,461.96	\$146.20	\$43.86	\$1,652.02	\$52,035.00	Fresno
Maria Cuevas	1917 Cooper St Selma CA 93662	358-562-38	CA019115365	171006-CA-RA-HPR-R-15C	\$2,911.40	\$0.00	X	X	\$2,911.40	\$291.14	\$87.34	\$3,289.88	\$160,405.00	Fresno
Samuel Federico, Linda Federico	10618 N Maple Ave Fresno CA 93730	578-010-06	CA0019114523	171027-CA-RA-HPR-R-10C	\$3,008.01	\$0.00	X	X	\$3,008.01	\$300.80	\$90.24	\$3,39		

Owner Name	Situs Address	Tax Parcel Number	Participant ID	Bond Series	Levy Amount	Paid Amount	Delinquent Installment [2]		Delinquent Amount	Penalty [3]	Interest [4]	Total Delinquent	Total Assessed Value [1]	County [5]
							1st	2nd						
Miguel Rodriguez	1729 THATCHER DR Firebaugh CA 93622	008-121-17	CA019118445	190125-CA-RA-HPR-R-15FE	\$2,270.40	\$1,135.20		X	\$1,135.20	\$113.52	\$34.06	\$1,282.78	\$103,179.00	Fresno
Oliva Flores, Antonio Flores Terrones	4145 E DAYTON AVE FRESNO CA 93726	437-173-16	CA019118857	191011-CA-RA-HPR-R-10F	\$2,309.28	\$1,154.64		X	\$1,154.64	\$115.46	\$34.64	\$1,304.74	\$137,570.00	Fresno
Anna Shelton	515 W WELDON AVE FRESNO CA 93705	444-192-19	CA019119425	200714-CA-RA-HPR-R-15FG	\$2,851.92	\$0.00	X	X	\$2,851.92	\$285.19	\$85.56	\$3,222.67	\$104,581.00	Fresno
Jose Guardado, Sergio Guardado	525 Palo Verde Ave Holtville 92250	045-231-016-000	CA025108435	160826-CA-RA2-R-10C	\$1,455.10	\$0.00	X	X	\$1,455.10	\$145.51	\$43.65	\$1,644.26	\$48,066.00	Imperial
Mark Lindsay	2326 Corvair St Thermal 92274	007-042-010-000	CA025108738	170210-CA-RA-R-10C	\$3,529.90	\$0.00	X	X	\$3,529.90	\$352.99	\$105.90	\$3,988.79	\$174,083.00	Imperial
Maria Martinez	582 El Centro Ave El Centro 92243	044-421-023-000	CA025108795	170303-CA-RA2-R-10C	\$1,743.50	\$0.00	X	X	\$1,743.50	\$174.35	\$52.31	\$1,970.16	\$82,471.00	Imperial
Angel Lazaro	13819 W Palm Ave Bakersfield 93314	495-151-05-00-4	RKC93842N-141008	150406-BE-R-03-15	\$3,172.94	\$1,586.47		X	\$1,586.47	\$158.65	\$47.59	\$1,792.71	\$408,398.00	Kern
Corinne Blackstocks	7145 Benjie Way Bakersfield 93313	238-282-02-00-5	RKC95411N-140429	150406-BE-R-04-20	\$2,165.30	\$1,082.65		X	\$1,082.65	\$108.27	\$32.48	\$1,223.40	\$24,250.00	Kern
Kathryn Irwin	600 Monica Bakersfield 93306	388-393-27-00-1	RKC94502C-140804	150406-BE-R-04-20	\$1,074.28	\$537.14		X	\$537.14	\$53.71	\$16.11	\$606.96	\$144,811.00	Kern
Kenneth Sims, Tamera Sims	8001 Wimbley Way Bakersfield 93311	389-080-16-00-5	RKC90557N-150304	150713-BE-WR-R-04-10B	\$3,813.82	\$0.00	X	X	\$3,813.82	\$381.38	\$114.41	\$4,309.61	\$306,824.00	Kern
Kristy Strauss, Kylee Strauss	2918 Kaibab Ave Bakersfield 93306	383-092-24-00-3	RKC93317C-141121	150713-BE-WR-R-05-15C	\$2,379.42	\$0.00	X	X	\$2,379.42	\$237.94	\$71.38	\$2,688.74	\$78,692.00	Kern
Leslie Oberholzer, Roy Oberholzer	2501 Vyn Dr Bakersfield 93306	134-432-13-00-3	RKC92132N-150120	150713-BE-WR-R-08-20B	\$3,458.00	\$0.00	X	X	\$3,458.00	\$345.80	\$103.74	\$3,907.54	\$184,800.00	Kern
Maethan Johnson-Hill	1128 Eureka St Bakersfield 93305	017-250-09-00-2	RKC85505N-150709	151022-BE-WR-R-07-20C	\$2,307.82	\$0.00	X	X	\$2,307.82	\$230.78	\$69.23	\$2,607.83	\$90,548.00	Kern
Jackie Hagans	2613 Lupine St Lake Isabella 93240	263-234-01-00-5	CA029103512	160506-CA-RA-R-20C	\$870.18	\$0.00	X	X	\$870.18	\$87.02	\$26.11	\$983.31	\$71,216.00	Kern
Hayley Watts, Justin Watts	13348 Eberle Rd Bakersfield 93313	184-362-08-00-4	RKC81131C-151027	160512-BE-CA-RA2-R-06-10C	\$9,976.74	\$0.00	X	X	\$9,976.74	\$997.67	\$299.30	\$11,273.71	\$418,677.00	Kern
Enedina Gutierrez, Miguel Gutierrez	5401 Nicholas St Bakersfield 93304	372-321-10-00-1	RKC78998N-160127	160512-BE-CA-RA-R-02-10C	\$1,595.24	\$0.00	X	X	\$1,595.24	\$159.52	\$47.86	\$1,802.62	\$168,816.00	Kern
Hydee Krauss, Kenneth Krauss	1054 Moon Ranch St Bakersfield 93314	408-091-06-00-4	RKC79961N-151207	160512-BE-CA-RA-R-02-10C	\$10,224.10	\$0.00	X	X	\$10,224.10	\$1,022.41	\$306.72	\$11,553.23	\$1,522,402.00	Kern
Kimberly Harrison	2616 Earlene Ave Bakersfield 93304	372-051-04-00-6	RKC79112N-160121	160512-BE-CA-RA-R-03-15C	\$1,605.68	\$0.00	X	X	\$1,605.68	\$160.57	\$48.17	\$1,814.42	\$46,782.00	Kern
Geraldine Carter	821 Fox Tree Ct Bakersfield 93306	388-460-05-00-6	RKC82259N-150929	160512-BE-CA-RA-R-04-20C	\$2,150.92	\$0.00	X	X	\$2,150.92	\$215.09	\$64.53	\$2,430.54	\$127,776.00	Kern
Rosa Ramirez, Tomas Ramirez	213 Stirrup Ave Bakersfield 93307	517-312-06-00-9	RKC84323C-150806	160512-BE-CA-RA-R-04-20C	\$1,822.38	\$0.00	X	X	\$1,822.38	\$182.24	\$54.67	\$2,059.29	\$118,632.00	Kern
Hilaria Quiocho, Ludger Quiocho, Richard Quiocho	1014 Valencia AVE Delano 93215	410-132-25-00-4	RKC78266A-160223	160527-CA-RA-R-20C	\$1,842.86	\$0.00	X	X	\$1,842.86	\$184.29	\$55.29	\$2,082.44	\$113,050.00	Kern
Earl Denver, Kathy Denver	27913 Highway 119 Taft 93268	298-160-35-00-0	CA029104455	160701-CA-RA-R-15C	\$2,682.30	\$0.00	X	X	\$2,682.30	\$268.23	\$80.47	\$3,031.00	\$124,939.00	Kern
Dietha Tennento, William Smith	103 Garces Hwy Delano 93215	037-274-04-00-7	RKC77789P-160307	160805-CA-RA2-R-20C	\$1,961.26	\$0.00	X	X	\$1,961.26	\$196.13	\$58.84	\$2,216.23	\$41,749.00	Kern
Karl Goesele	2800 Noble Ave Bakersfield 93306	383-132-22-00-8	CA029104831	160923-CA-RA-R-10C	\$1,541.54	\$770.77		X	\$770.77	\$77.08	\$23.12	\$870.97	\$132,598.00	Kern
Esther Escalante, Lewis Escalante	2221 Manley Ct Bakersfield 93306	129-131-12-00-8	CA029104397	161014-CA-RA-R-20C	\$2,196.98	\$0.00	X	X	\$2,196.98	\$219.70	\$65.91	\$2,482.59	\$99,067.00	Kern
Ellen Bane	139 Spruce St Bakersfield 93304	008-212-03-00-0	CA029105864	170113-CA-RA2-R-20C	\$1,146.82	\$0.00	X	X	\$1,146.82	\$114.68	\$34.40	\$1,295.90	\$131,235.00	Kern
Sally Thomas	20651 94th ST California City 93505	205-093-06-00-9	CA029106913	170310-CA-RA3-R-15C	\$2,056.14	\$0.00	X	X	\$2,056.14	\$205.61	\$61.68	\$2,323.43	\$110,695.00	Kern
Artemio Sixtos, Irene Sixtos	217 W 15th Ave Delano CA 93215	519-034-17-00-8	CA029107268	170407-CA-RA3-R-15C	\$2,267.72	\$0.00	X	X	\$2,267.72	\$226.77	\$68.03	\$2,562.52	\$97,109.00	Kern
Wesley Crawford, Shontelle Crawford	805 El Toro Dr Bakersfield CA 93304	011-421-03-00-8	CA029108274	170728-CA-RA3-HPR-R-10C	\$5,919.82	\$0.00	X	X	\$5,919.82	\$591.98	\$177.59	\$6,689.39	\$211,048.00	Kern
Georg'Anne Russell	13812 Veracruz Dr Bakersfield CA 93314	522-073-11-00-9	CA029106699	170811-CA-RA-HPR-R-10C	\$5,973.10	\$2,986.55		X	\$2,986.55	\$298.66	\$89.60	\$3,374.81	\$192,954.00	Kern
Maria Ruiz	414 Curtis Dr Bakersfield CA 93307	166-291-22-00-5	CA029108451	170818-CA-RA-HPR-R-15C	\$1,809.26	\$0.00	X	X	\$1,809.26	\$180.93	\$54.28	\$2,044.47	\$21,035.00	Kern
Zenon Garza, Sulema Ramos	5405 Banning ST Bakersfield CA 93314	104-121-15-00-3	CA029108729	170929-CA-RA-HPR-R-15C	\$2,516.88	\$0.00	X	X	\$2,516.88	\$251.69	\$75.51	\$2,844.08	\$262,833.00	Kern
Anita Casillas	2321 Quincy Dr Bakersfield CA 93306	136-460-05-00-9	CA029108529	171117-CA-RA-HPR-R-20C	\$1,535.60	\$0.00	X	X	\$1,535.60	\$153.56	\$46.07	\$1,735.23	\$156,737.00	Kern
Maria Luna, Carlos Luna	1615 20th Ave Delano CA 93215	034-110-09-00-6	CA029109030	180209-CA-RA-HPR-R-15CD	\$2,514.48	\$1,257.24		X	\$1,257.24	\$125.72	\$37.72	\$1,420.68	\$99,480.00	Kern
Humberto Villarreal, Maria Villarreal	632 Langford Ave Arvin CA 93203	192-221-18-00-4	CA029108983	180209-CA-RA-HPR-R-15CD	\$2,060.36	\$0.00	X	X	\$2,060.36	\$206.04	\$61.81	\$2,328.21	\$71,960.00	Kern
Albert Bechtel, Carol Bechtel	474 W Spruce Ave Lemoore 93245	021-430-036-000	RK195753N-150609	151022-BE-WR-R-07-20C	\$2,439.48	\$0.00	X	X	\$2,439.48	\$243.95	\$73.18	\$2,756.61	\$134,871.00	Kings
Angelita Martinez, Jesse Martinez	625 Hill St Lemoore 93245	020-012-008-000	CA031108968	160603-CA-RA2-R-15C	\$2,038.86	\$1,019.43		X	\$1,019.43	\$101.94	\$30.58	\$1,151.95	\$72,105.00	Kings
Pamela Oliveira	15900 18th Ave Lemoore 93245	024-110-034-000	CA031109040	160722-CA-RA-R-15C	\$1,455.68	\$0.00	X	X	\$1,455.68	\$145.57	\$43.67	\$1,644.92	\$102,168.00	Kings
Pamela Oliveira	15900 18th Ave Lemoore 93245	024-110-034-000	CA031109048	160902-CA-RA-R-20C	\$653.70	\$0.00	X	X	\$653.70	\$65.37	\$19.61	\$738.68	\$102,168.00	Kings
Margaret Juarez	313 E Malone St Hanford 93230	010-113-005-000	CA031109253	161216-CA-RA-R-20C	\$2,087.13	\$0.00	X	X	\$2,087.13	\$208.71	\$62.61	\$2,358.45	\$110,842.00	Kings
Celso Alanis, Teresa Alanis	308 Mono St Avenal 93204	038-433-006-000	CA031109448	170317-CA-RA3-R-10C	\$1,770.36	\$0.00	X	X	\$1,770.36	\$177.04	\$53.11	\$2,000.51	\$141,344.00	Kings
Margaret Juarez	313 E Malone St Hanford 93230	010-113-005-000	CA031109730	180112-CA-RA-HPR-R-15C	\$2,360.47	\$0.00	X	X	\$2,360.47	\$236.05	\$70.81	\$2,667.33	\$110,842.00	Kings
Lynn Turner	1419 Fitzgerald Ln Hanford CA 93230	010-320-008-000	CA031109992	180608-CA-RA-HPR-R-25CDE	\$1,317.18	\$658.59		X	\$658.59	\$65.86	\$19.76	\$744.21	\$88,302.00	Kings
Martin Cuevas, Leticia Ortiz	1008 E FRESNO ST AVENAL CA 93204	040-232-027-000	CA031110179	181221-CA-RA-HPR-R-20E	\$1,610.28	\$805.14		X	\$805.14	\$80.51	\$24.15	\$909.80	\$78,209.00	Kings
Frank Flores	14326 HANFORD-ARMONA RD ARMONA CA 93202	017-060-012-000	CA031110279	191115-CA-RA-HPR-R-10F	\$2,206.26	\$1,103.13		X	\$1,103.13	\$110.31	\$33.09	\$1,246.53	\$68,067.00	Kings
Ericka England	37922 Janus Dr Palmdale 93550	3020-032-014	RLA94700N-140606	140711-CA-PB-R-15B	\$3,381.14	\$0.00	X	X	\$3,381.14	\$338.11	\$101.43	\$3,820.68	\$172,579.00	Los Angeles
Noland Avery, Patricia Guzman, Restituto Guzman, Veronica Avery	660 Aerick St Inglewood 90301	4021-002-016	RLA90107C-140819	150406-BE-R-02-10	\$2,733.88	\$1,366.94		X	\$1,366.94	\$136.69	\$41.01	\$1,544.64	\$130,509.00	Los Angeles
Karen Chambers	16005 Halldale St Gardena 90247	6105-016-002	RLA90854C-140806	150406-BE-R-03-15	\$3,535.00	\$1,767.50		X	\$1,767.50	\$176.75	\$53.03	\$1,997.28	\$510,651.00	Los Angeles
Rosario Alcaraz, Santos Alcaraz	37504 Manchester St Palmdale 93552	3023-036-098	RLA89975N-140821	150406-BE-R-04-20	\$2,229.57	\$0.00	X	X	\$2,229.57	\$222.96	\$66.89	\$2,519.42	\$202,742.00	Los Angeles
Andy Kovessy, Sheri Pruss	36706 Apache Plume Dr Palmdale 93550	3053-034-441	RLA95777N-140524	150406-BE-R-04-20	\$3,079.05	\$1,539.53		X	\$1,539.52	\$153.95	\$46.19	\$1,739.66	\$160,706.00	Los Angeles
Angel Torres, Gloria Torres	869 Lincoln Ave Pomona 91767	8319-007-011	RLA88070C-140922	150406-BE-R-04-20	\$1,862.18	\$931.09		X	\$931.09	\$93.11	\$27.93	\$1,052.13	\$70,860.00	Los Angeles
Ye Hee Lee	3301 Sonoma St Torrance 90503	7362-007-005	RLA78323C-150324	150713-BE-WR-R-03-10C	\$3,351.97	\$0.00	X	X	\$3,351.97	\$335.20	\$100.56	\$3,787.73	\$315,251.00	Los Angeles
Roger Lopez	743 Sycamore Ave Glendora 91741	8646-011-019	RLA79004N-150313	150713-BE-WR-R-03-10C	\$1,490.97	\$745.49		X	\$745.48	\$74.55	\$22.36	\$842.39	\$511,031.00	Los Angeles
Jose Cabrera, Maria Cabrera	2218 Notre Dame Ave Pomona 91766	8329-008-022	RLA81464N-150131	150713-BE-WR-R-04-10B	\$4,531.51	\$2,265.76		X	\$2,265.75	\$226.58	\$67.97	\$2,560.30	\$512,513.00	Los Angeles
Nora Morales	736 S 5th St Montebello 90640	6352-014-006	RLA77204N-150409	150713-BE-WR-R-05-15C	\$2,475.58	\$0.00	X	X	\$2,475.58	\$247.56	\$74.27	\$2,797.41	\$101,064.00	Los Angeles
Bette Hasegawa	15515 Gramercy Pl Gardena 90249	4063-009-038	RLA79697N-150303	150713-BE-WR-R-07-20C	\$2,505.62	\$1,252.81		X	\$1,252.81	\$125.28	\$37.58	\$1,415.67	\$150,726.00	Los Angeles
Alicia Cerda, Ricardo Martinez	433 Idahome St Covina 91723	8453-020-015	RLA78395N-150323	150713-BE-WR-R-07-20C	\$5,524.92	\$0.00	X	X	\$5,524.92	\$552.49	\$165.75	\$6,243.16	\$685,623.00	Los Angeles
Nicole Davis-Johnson	1340 W Orange Grove Ave Pomona 91768	8357-002-100	RLA80942C-150210	150713-BE-WR-R-08-20B	\$4,056.75	\$0.00	X	X	\$4,056.75	\$405.68	\$121.70	\$4,584.13	\$233,962.00	Los Angeles
Van Khiev	3742 Strang Ave Rosemead 91770	8578-002-051	RLA80627C-150217	150713-BE-WR-R-08-20B	\$2,616.34	\$0.00	X	X	\$2,616.34	\$261.63	\$78.49	\$2,956.46	\$194,341.00	Los Angeles
Gerardo Baladez	37316 CEDRELA AVE PALMDALE CA 93552	3023-012-011	CA037165977	200911-CA-RA-HPR-R-20FG	\$3,158.30	\$0.00	X	X	\$3,158.30	\$315.83	\$94.75	\$3,568.88	\$178,887.00	Los Angeles
Catalina Barreras	4824 BRESEE AVE BALDWIN PARK CA 91706	8535-007-018	CA037165965	201009-CA-RA-HPR-R-15FG	\$8,517.97	\$0.00	X	X	\$8,517.97	\$851.80	\$255.54	\$9,625.31	\$47,281.00	Los Angeles
Melinda Sawyer	1637 WATERS AVE POMONA CA 91766	8343-021-023	CA037166055	211007-CA-RPP-R-25	\$3,071.50	\$0.00	X	X</						

Owner Name	Situs Address	Tax Parcel Number	Participant ID	Bond Series	Levy Amount	Paid Amount	Delinquent Installment [2]		Delinquent Amount	Penalty [3]	Interest [4]	Total Delinquent	Total Assessed Value [1]	County [5]
							1st	2nd						
Ronald Petersen	16 Lincoln Ct Buena Park 90620	260-023-26	ROC94073N-140415	140509-CA-PB-R-15B	\$1,779.63	\$889.82		X	\$889.81	\$88.98	\$26.69	\$1,005.48	\$91,096.00	Orange
Banji Adereti, Funmi Adereti	866 N Hall Ln Placentia 92870	341-452-05	ROC85592C-141227	150406-BE-R-03-15	\$2,457.55	\$1,228.78		X	\$1,228.77	\$122.88	\$36.86	\$1,388.51	\$457,397.00	Orange
Loren Carroll	3001 S Pacific Ave Santa Ana 92704	412-012-10	ROC88244N-141010	150406-BE-R-04-20	\$2,604.00	\$0.00	X	X	\$2,604.00	\$260.40	\$78.12	\$2,942.52	\$102,200.00	Orange
Chris Bobadilla, Leo Bobadilla, Ofelia Bobadilla	11 Northwind Ct 41 Newport Beach 92663	933-381-78	ROC86471N-141201	150713-BE-WR-R-04-10B	\$2,039.88	\$1,019.94		X	\$1,019.94	\$101.99	\$30.60	\$1,152.53	\$474,561.00	Orange
Dawn Hlavin	9852 Hibiscus Dr Garden Grove 92841	132-362-07	ROC76613C-150727	151022-BE-WR-R-03-10C	\$2,956.40	\$0.00	X	X	\$2,956.40	\$295.64	\$88.69	\$3,340.73	\$85,737.00	Orange
Anthony Gallegos, Toni Gallegos	7705 E Bridgewood Dr Anaheim 92808	354-421-03	ROC82118A-150325	151022-BE-WR-R-05-15C	\$7,141.50	\$0.00	X	X	\$7,141.50	\$714.15	\$214.25	\$8,069.90	\$949,598.00	Orange
Esther Maraga, Javier Maraga	150 Gwynwood Ave La Habra 90631	019-384-04	ROC81575N-150403	151022-BE-WR-R-07-20C	\$6,718.51	\$0.00	X	X	\$6,718.51	\$671.85	\$201.56	\$7,591.92	\$351,712.00	Orange
Ernest Jackson	1125 W La Entrada CIR Anaheim 92801	034-451-04	ROC71204A-151104	160114-BE-WR-R-02-10C	\$1,718.57	\$859.29		X	\$859.28	\$85.93	\$25.78	\$970.99	\$97,394.00	Orange
Jaime Devera	6153 Nauru St Cypress 90630	224-075-08	ROC74018N-150914	160114-BE-WR-R-04-20C	\$2,864.13	\$1,432.07		X	\$1,432.06	\$143.21	\$42.96	\$1,618.23	\$88,295.00	Orange
Michelle Cheverton-Lett, Tim Lett	830 Hartford Ln La Habra 90631	292-513-16	ROC67598N-160202	160512-BE-CA-RA2-R-06-10C	\$1,950.69	\$975.35		X	\$975.34	\$97.53	\$29.26	\$1,102.13	\$239,575.00	Orange
Michele Smith	5188 Piccadilly Cir Westminster 92683	195-412-32	ROC71102N-151106	160512-BE-CA-RA2-R-08-20C	\$728.25	\$0.00	X	X	\$728.25	\$72.83	\$21.85	\$822.93	\$107,527.00	Orange
Loren Carroll	3001 S Pacific Ave Santa Ana 92704	412-012-10	ROC68285A-160119	160512-BE-CA-RA-R-03-15C	\$668.46	\$0.00	X	X	\$668.46	\$66.85	\$20.05	\$755.36	\$102,200.00	Orange
Michael Murdock	1706 W 10th ST Santa Ana 92703	405-141-69	ROC68426N-160115	160512-BE-CA-RA-R-04-20C	\$3,928.26	\$0.00	X	X	\$3,928.26	\$392.83	\$117.85	\$4,438.94	\$70,042.00	Orange
John Brown, Kaitlin Brown	224 S Gain Ave Anaheim 92804	127-022-21	CA059105175	160708-CA-RA-R-10C	\$3,974.70	\$0.00	X	X	\$3,974.70	\$397.47	\$119.24	\$4,491.41	\$327,739.00	Orange
Jaime Devera	6153 Nauru St Cypress 90630	224-075-08	CA059106147	160812-CA-RA-R-15C	\$1,640.25	\$820.13		X	\$820.12	\$82.01	\$24.60	\$926.73	\$88,295.00	Orange
Connie Vales	3009 S Rosewood Ave Santa Ana 92707	410-451-12	CA059105338	160812-CA-RA-R-20C	\$3,756.98	\$1,878.49		X	\$1,878.49	\$187.85	\$56.35	\$2,122.69	\$224,900.00	Orange
Patricia Donaldson	2610 Greenbrier LN La Habra 90631	018-343-06	CA059105644	161028-CA-RA2-R-20C	\$5,073.04	\$0.00	X	X	\$5,073.04	\$507.30	\$152.19	\$5,732.53	\$780,300.00	Orange
Valerie Clark	314 Goldenrod AVE Newport Beach CA 92625	930-254-18	CA059110193	170721-CA-RA3-HPR-R-15C	\$3,997.34	\$0.00	X	X	\$3,997.34	\$399.73	\$119.92	\$4,516.99	\$1,172,790.00	Orange
Vicki Harris	2728 Meadowwood Santa Ana CA 92704	935-131-16	CA059110581	180112-CA-RA-HPR-R-10C	\$2,123.35	\$1,061.68		X	\$1,061.67	\$106.17	\$31.85	\$1,199.69	\$279,716.00	Orange
Jennifer Kim	23 FECAMP NEWPORT COAST CA 92657	936-464-25	CA059113169	200814-CA-RA-HPR-R-10FG	\$3,130.01	\$1,565.01		X	\$1,565.00	\$156.50	\$46.95	\$1,768.45	\$826,616.00	Orange
Nancy Meler	11044 Hercules Way Mira Loma 91752	160-072-026	RWR93542C-120601	130302-BE-05	\$1,958.22	\$0.00	X	X	\$1,958.22	\$195.82	\$58.75	\$2,212.79	\$279,007.00	Riverside
Henry Tomas	7831 Casablanca St Riverside 92504	230-222-012	RWR68408N-130626	130719-01-IN-15	\$1,113.18	\$0.00	X	X	\$1,113.18	\$111.32	\$33.40	\$1,257.90	\$276,856.00	Riverside
Alfred Zaragoza, Anita Zaragoza	5906 Bee Jay St Riverside 92503	151-041-007	RWR66660C-130709	130809-01-IN-20	\$2,308.88	\$0.00	X	X	\$2,308.88	\$230.89	\$69.27	\$2,609.04	\$41,264.00	Riverside
Mel Miller	3760 Marview Ct Riverside 92505	132-052-012	RWR55778A-131010	131108-WR-PB-R-15B	\$2,406.99	\$0.00	X	X	\$2,406.99	\$240.70	\$72.21	\$2,719.90	\$241,066.00	Riverside
Alicia Russell	22910 Brompton St Moreno Valley 92553	291-541-033	RWR52732A-131119	131213-WR-PB-R-20B	\$1,280.56	\$0.00	X	X	\$1,280.56	\$128.06	\$38.42	\$1,447.04	\$184,406.00	Riverside
Elva Buchanan, Richard Buchanan	25865 Hemet St Hemet 92544	551-210-020	RWR53252C-131111	131227-WR-PB-R-15B	\$2,715.10	\$0.00	X	X	\$2,715.10	\$271.51	\$81.45	\$3,068.06	\$193,620.00	Riverside
Chidozie Mbagwu	15905 Multiview Dr Perris 92570	287-080-009	RWR51598A-131209	131227-WR-PB-R-20B	\$7,140.78	\$3,570.39		X	\$3,570.39	\$357.04	\$107.11	\$4,034.54	\$814,836.00	Riverside
Linda Costell	5788 Oakmont Dr Banning 92220	419-300-069	RWR77450N-130329	140219-BE-R-08-15B	\$2,059.44	\$0.00	X	X	\$2,059.44	\$205.94	\$61.78	\$2,327.16	\$241,318.00	Riverside
Kathleen Broy, Larry Broy	4255 Morales Way Corona 92883	279-383-017	RWR73436N-130512	140219-BE-R-09-15C	\$3,149.28	\$1,574.64		X	\$1,574.64	\$157.46	\$47.24	\$1,779.34	\$443,103.00	Riverside
Daniel Speigner, Sylvia Speigner	34831 Donald St Hemet 92545	465-240-007	RWR67588A-130702	140219-BE-R-09-15C	\$992.94	\$496.47		X	\$496.47	\$49.65	\$14.89	\$561.01	\$70,612.00	Riverside
Jacqueline Schmidt	345 W King St Banning 92220	535-221-007	RWR61488C-130822	140219-BE-R-09-15C	\$1,520.18	\$0.00	X	X	\$1,520.18	\$152.02	\$45.61	\$1,717.81	\$29,183.00	Riverside
Jeanne Ostrand, Richard Ostrand	37280 Vintage Cir Murrieta 92562	904-361-017	RWR72946C-130515	140219-BE-R-09-15C	\$1,836.22	\$918.11		X	\$918.11	\$91.81	\$27.54	\$1,037.46	\$291,215.00	Riverside
Donna Lee, Timothy Lee	23683 Cork Oak Cir Murrieta 92562	949-332-038	RWR64124C-130730	140219-BE-R-09-15C	\$2,344.10	\$1,172.05		X	\$1,172.05	\$117.21	\$35.16	\$1,324.42	\$530,604.00	Riverside
James Snow, Stephanie Snow	2880 Northstar Cir Corona 92882	113-461-023	RWR93006N-120616	140219-BE-R-10-20A	\$5,091.36	\$0.00	X	X	\$5,091.36	\$509.14	\$152.74	\$5,753.24	\$585,687.00	Riverside
Mel Miller	3760 Marview Ct Riverside 92505	132-052-012	RWR88068C-121015	140219-BE-R-10-20A	\$1,069.09	\$0.00	X	X	\$1,069.09	\$106.91	\$32.07	\$1,208.07	\$241,066.00	Riverside
Elizabeth Torres, Jay Torres	8457 SYRACUSE Riverside 92508	284-121-002	RWR92426N-120705	140219-BE-R-10-20A	\$3,711.70	\$0.00	X	X	\$3,711.70	\$371.17	\$111.35	\$4,194.22	\$394,043.00	Riverside
Vargo McClintock	27177 Pumpkin St Murrieta 92562	392-170-023	RWR94908N-120502	140219-BE-R-10-20A	\$2,041.44	\$0.00	X	X	\$2,041.44	\$204.14	\$61.24	\$2,306.82	\$366,107.00	Riverside
Robin Wilson, Timothy Wilson	963 Sarazen St Hemet 92543	451-200-034	RWR92558N-120630	140219-BE-R-10-20A	\$2,912.90	\$1,456.45		X	\$1,456.45	\$145.65	\$43.69	\$1,645.79	\$313,065.00	Riverside
Claudia Edling	2389 Alhambra St Norco 92860	130-271-004	RWR89636C-120907	140219-BE-R-11-20B	\$2,163.88	\$1,081.94		X	\$1,081.94	\$108.19	\$32.46	\$1,222.59	\$354,636.00	Riverside
Mel Miller	3760 Marview Ct Riverside 92505	132-052-012	RWR88068CB-121015	140219-BE-R-11-20B	\$1,166.64	\$0.00	X	X	\$1,166.64	\$116.66	\$35.00	\$1,318.30	\$241,066.00	Riverside
Truusje Korteland	11211 Sweet Water Dr Riverside 92505	153-282-019	RWR87204C-121101	140219-BE-R-11-20B	\$2,072.00	\$1,036.00		X	\$1,036.00	\$103.60	\$31.08	\$1,170.68	\$142,839.00	Riverside
David Vanvoorhis, Linda Vanvoorhis	3895 Roblyn St Riverside 92504	193-303-023	RWR86482C-121115	140219-BE-R-11-20B	\$1,724.24	\$0.00	X	X	\$1,724.24	\$172.42	\$51.73	\$1,948.39	\$161,736.00	Riverside
Stasha Sill	22751 Cove View Canyon Lake 92587	354-041-003	RWR84404N-121228	140219-BE-R-11-20B	\$2,179.30	\$0.00	X	X	\$2,179.30	\$217.93	\$65.38	\$2,462.61	\$689,520.00	Riverside
Clifford Bronson	341 Wales Ct SAN JACINTO 92583	434-442-027	RWR77096N-130403	140219-BE-R-11-20B	\$1,086.52	\$0.00	X	X	\$1,086.52	\$108.65	\$32.60	\$1,227.77	\$209,735.00	Riverside
Albert Soliz, Celeste Soliz	8870 Stony Brook Cir Riverside 92508	294-471-007	RWR72836C-130516	140219-BE-R-12-20C	\$2,640.94	\$1,320.47		X	\$1,320.47	\$132.05	\$39.61	\$1,492.13	\$322,817.00	Riverside
Frank Estrella	14646 Antilles Dr Moreno Valley 92553	484-194-009	RWR61764C-130820	140219-BE-R-12-20C	\$1,987.20	\$993.60		X	\$993.60	\$99.36	\$29.81	\$1,122.77	\$173,758.00	Riverside
Josephine Cortez-Ibarra	21750 Old Elsinore Dr Perris 92570	322-200-028	RWR49524N-140115	140221-CA-PB-R-20B	\$1,396.94	\$698.47		X	\$698.47	\$69.85	\$20.95	\$789.27	\$288,672.00	Riverside
Jennifer Berresford-Daquino, Joseph Daquino	31677 Leather Wood Dr Winchester 92596	480-060-015	RWR50838C-131220	140228-CA-PB-R-20B	\$2,986.50	\$0.00	X	X	\$2,986.50	\$298.65	\$89.60	\$3,374.75	\$464,228.00	Riverside
Jeffrey Miller, Lisa Miller	17687 Poquito Ln Perris 92570	295-080-012	RWR51728C-131206	140312-BE-R-07-20	\$984.90	\$492.45		X	\$492.45	\$49.25	\$14.77	\$556.47	\$59,091.00	Riverside
Rose Marie Burrowes	16421 Wagon Wheel Dr Riverside 92506	245-460-013	RWR46217C-140221	140404-CA-PB-R-20B	\$814.40	\$0.00	X	X	\$814.40	\$81.44	\$24.43	\$920.27	\$129,258.00	Riverside
Jennifer Verdin, Saul Verdin	40591 Chantemar Way Temecula 92591	910-341-007	RWR48928C-140123	140411-CA-PB-R-20B	\$2,645.18	\$0.00	X	X	\$2,645.18	\$264.52	\$79.36	\$2,989.06	\$356,134.00	Riverside
Maria Calvert	5339 Paloma Rd Riverside 92509	178-113-026	RWR41321N-140403	140502-CA-PB-R-15B	\$2,533.48	\$0.00	X	X	\$2,533.48	\$253.35	\$76.00	\$2,862.83	\$18,077.00	Riverside
Richard Ortega	24321 Rimview Rd Moreno Valley 92557	474-472-001	RWR44750N-140306	140502-CA-PB-R-20B	\$1,761.06	\$880.53		X	\$880.53	\$88.05	\$26.42	\$995.00	\$448,591.00	Riverside
Arcel Manning	25684 Shalu Ave Moreno Valley 92557	474-652-003	RWR52472C-131123	140523-CA-PB-R-20B	\$3,773.76	\$1,886.88		X	\$1,886.88	\$188.69	\$56.61	\$2,132.18	\$207,768.00	Riverside
Adrian Gutierrez	7314 Evans St Riverside 92504	230-302-002	RWR45470N-140227	140606-CA-PB-R-20B	\$3,458.70	\$0.00	X	X	\$3,458.70	\$345.87	\$103.76	\$3,908.33	\$67,353.00	Riverside
Doreen Pivonka	13077 Mew Cir Corona 92883	393-362-013	RWR35264N-140527	140620-CA-PB-R-15B	\$2,227.72	\$1,113.86		X	\$1,113.86	\$111.39	\$33.42	\$1,258.67	\$299,863.00	Riverside
Renee Opperman	35345 Wanki Ave Wildomar 92595	376-251-001	RWR37331N-140508	140620-CA-PB-R-20B	\$1,545.86	\$0.00	X	X	\$1,545.86	\$154.59	\$46.38	\$1,746.83	\$408,564.00	Riverside
John Wilkins, Katrina Wilkins	39580 Garin DR Murrieta 92562	948-053-005	RWR28226N-140726	150406-BE-R-02-10	\$2,165.46	\$1,082.73		X	\$1,082.73	\$108.27	\$32.48	\$1,223.48	\$206,931.00	Riverside
Michael Sandoval, Ramona Sandoval	6555 Villa Vista Dr Riverside 92509	182-123-008	RWR21335C-140917	150406-BE-R-03-15	\$3,213.32	\$1,606.66		X	\$1,606.66	\$160.67	\$48.20	\$1,815.53	\$113,966.00	Riverside
Arvin Raxter	21691 Wagon Rim Ct Wildomar 92595	366-380-011	RWR19004C-141006	150406-BE-R-03-15	\$3,403.76	\$1,701.88		X	\$1,701.88	\$170.19	\$51.06	\$1,923.13	\$236,968.00	Riverside
Robert Sadlak	3760 Ulla Ln Lake Elsinore 92530	379-020-025	RWR30272C-140710	150406-BE-R-03-15	\$2,354.86	\$1,177.43		X	\$1,177.43	\$117.74	\$35.32	\$1,330.49	\$602,712.00	Riverside
Elizabeth Kraemer	620 Parkview Dr Lake Elsinore 92530	379-342-088	RWR25094C-140818	150406-BE-R-03-15	\$1,449.08	\$0.00	X	X	\$1,449.08	\$144.91	\$43.47	\$1,637.46	\$141,385.00	Riverside
Gerald Davis	5245 Berkley Ave Hemet 92544	551-122-003	RWR14945C-141115	150406-BE-R-03-15	\$2,754.46	\$1,377.23		X	\$1,377.23	\$137.72	\$41.32	\$1,556.27		

Owner Name	Situs Address	Tax Parcel Number	Participant ID	Bond Series	Levy Amount	Paid Amount	Delinquent Installment [2]		Delinquent Amount	Penalty [3]	Interest [4]	Total Delinquent	Total Assessed Value [1]	County [5]
							1st	2nd						
Rhys Kuhn	5174 Beatty Dr Riverside 92504	226-112-008	RWR4896N-150321	150713-BE-WR-R-03-10C	\$1,957.62	\$0.00	X	X	\$1,957.62	\$195.76	\$58.73	\$2,212.11	\$202,461.00	Riverside
Debbie Sanchez	4741 Foxborough Ct Riverside 92509	167-343-012	RWR4686N-150324	150713-BE-WR-R-05-15C	\$1,633.60	\$0.00	X	X	\$1,633.60	\$163.36	\$49.01	\$1,845.97	\$198,771.00	Riverside
Estella Cervates	85403 Valencia Ln Coachella 92236	778-300-024	REr95132N-150423	150713-BE-WR-R-05-15C	\$745.08	\$0.00	X	X	\$745.08	\$74.51	\$22.35	\$841.94	\$113,701.00	Riverside
Doreen Pivonka	13077 Mew Cir Corona 92883	393-362-013	RWR8378A-150211	150713-BE-WR-R-06-15B	\$1,275.26	\$637.63		X	\$637.63	\$63.76	\$19.13	\$720.52	\$299,863.00	Riverside
Jacqueline Hernandez	24810 Eugena Ave Moreno Valley 92553	482-201-005	RWR10916N-150114	150713-BE-WR-R-06-15B	\$2,996.50	\$0.00	X	X	\$2,996.50	\$299.65	\$89.90	\$3,386.05	\$65,714.00	Riverside
Larry Jennings, Mary Jennings	15585 Nueces Ct Moreno Valley 92551	486-385-012	RWR8815N-150228	150713-BE-WR-R-07-20C	\$2,461.54	\$1,230.77		X	\$1,230.77	\$123.08	\$36.92	\$1,390.77	\$183,482.00	Riverside
Romeo Mata, Socorro Mata	51911 Calle Torres Orduno Coachella 92236	768-242-008	REr94955N-150513	150713-BE-WR-R-07-20C	\$1,396.50	\$0.00	X	X	\$1,396.50	\$139.65	\$41.90	\$1,578.05	\$116,941.00	Riverside
Julio Tenorio, Olga Tenorio	12771 Foreman Moreno Valley 92553	479-272-003	RWR16772N-141027	150713-BE-WR-R-08-20B	\$3,561.04	\$1,780.52		X	\$1,780.52	\$178.05	\$53.42	\$2,011.99	\$189,356.00	Riverside
Rita Hubbel	6593 Avenida Mariposa Riverside 92509	182-392-003	RWR93913N-150608	151022-BE-WR-R-03-10C	\$5,419.40	\$2,709.70		X	\$2,709.70	\$270.97	\$81.29	\$3,061.96	\$240,914.00	Riverside
Abdon Padilla	7412 Hanover Ln Riverside 92509	185-332-026	RWR1635N-150426	151022-BE-WR-R-03-10C	\$2,599.58	\$1,299.79		X	\$1,299.79	\$129.98	\$38.99	\$1,468.76	\$223,612.00	Riverside
Bryan Martin	29984 Vacation Dr Canyon Lake 92587	353-244-005	RWR95449C-150513	151022-BE-WR-R-03-10C	\$7,589.62	\$3,794.81		X	\$3,794.81	\$379.48	\$113.84	\$4,288.13	\$534,447.00	Riverside
Manuel Hurtado, Ricardo Hurtado	150 N Buena Vista Ave Corona 92882	118-260-009	RWR93575A-150612	151022-BE-WR-R-05-15C	\$2,647.80	\$0.00	X	X	\$2,647.80	\$264.78	\$79.43	\$2,992.01	\$35,691.00	Riverside
Christine Sadosky, Edward Sadosky	2885 Monroe St Riverside 92504	238-071-002	RWR89589C-150806	151022-BE-WR-R-05-15C	\$1,985.94	\$0.00	X	X	\$1,985.94	\$198.59	\$59.58	\$2,244.11	\$230,961.00	Riverside
Beatrice Carrasco, Sylvia Carrasco	25938 Fore Dr Hemet 92544	549-102-019	RWR89015N-150814	151022-BE-WR-R-05-15C	\$1,799.14	\$0.00	X	X	\$1,799.14	\$179.91	\$53.97	\$2,033.02	\$156,875.00	Riverside
David Morales	39880 Chippewa Cir Murrieta 92562	948-111-002	RWR92553A-150625	151022-BE-WR-R-05-15C	\$1,374.81	\$687.41		X	\$687.40	\$68.74	\$20.62	\$776.76	\$215,213.00	Riverside
Becky Hoffman	6131 Dodd St Mira Loma 91752	161-331-004	RWR94527C-150529	151022-BE-WR-R-07-20C	\$2,846.28	\$0.00	X	X	\$2,846.28	\$284.63	\$85.39	\$3,216.30	\$183,042.00	Riverside
Susan LeDuc	4175 Rees St Riverside 92504	227-112-013	RWR4671N-150324	151022-BE-WR-R-07-20C	\$2,550.00	\$0.00	X	X	\$2,550.00	\$255.00	\$76.50	\$2,881.50	\$122,067.00	Riverside
Frank Chavis	909 W Heald Ave Lake Elsinore 92530	374-132-024	RWR93771A-150609	151022-BE-WR-R-07-20C	\$2,849.26	\$0.00	X	X	\$2,849.26	\$284.93	\$85.48	\$3,219.67	\$160,073.00	Riverside
Donaciano Cuellar	1283 Leaf St Beaumont 92223	428-060-001	REr94481C-150615	151022-BE-WR-R-07-20C	\$7,438.76	\$3,719.38		X	\$3,719.38	\$371.94	\$111.58	\$4,202.90	\$313,998.00	Riverside
Cheryl Gray, Lewis Gray	951 Indiangrass Dr Hemet 92545	444-451-002	RWR3366N-150407	151022-BE-WR-R-07-20C	\$4,108.96	\$0.00	X	X	\$4,108.96	\$410.90	\$123.27	\$4,643.13	\$328,263.00	Riverside
Annmarie Diaz	16490 Arnold Ave Lake Elsinore 92530	378-201-007	RWR89095N-150813	160114-BE-WR-R-02-10C	\$945.02	\$0.00	X	X	\$945.02	\$94.50	\$28.35	\$1,067.87	\$239,182.00	Riverside
Edmundo Valencia	21575 High St Perris 92570	318-270-078	RWR94377N-150531	160114-BE-WR-R-03-15C	\$1,277.70	\$638.85		X	\$638.85	\$63.89	\$19.17	\$721.91	\$102,967.00	Riverside
Irene Bilous, Mykola Bilous	65774 5th St Desert Hot Springs 92240	664-181-033	REr92960N-150826	160114-BE-WR-R-03-15C	\$1,592.72	\$796.36		X	\$796.36	\$79.64	\$23.89	\$899.89	\$107,549.00	Riverside
David Dauer	39450 Calle Contento Temecula 92591	943-170-013	RWR84745N-151013	160114-BE-WR-R-03-15C	\$1,516.40	\$758.20		X	\$758.20	\$75.82	\$22.75	\$856.77	\$603,129.00	Riverside
Evalina Ortega, Richard Espinoza	38925 Newberry St Cherry Valley 92223	407-360-019	RWR92137N-150630	160114-BE-WR-R-04-20C	\$2,891.48	\$1,445.74		X	\$1,445.74	\$144.57	\$43.37	\$1,633.68	\$659,688.00	Riverside
Sheila Cabral	30400 Lakeview Ave Nuevo 92567	426-450-015	RWR87043N-150909	160114-BE-WR-R-04-20C	\$5,103.78	\$0.00	X	X	\$5,103.78	\$510.38	\$153.11	\$5,767.27	\$354,033.00	Riverside
Ines Figueroa, Joe Figueroa	560 Playa De Corte Perris 92571	320-202-017	RWR82515N-151119	160114-BE-WR-R-06-10C	\$2,203.77	\$1,101.89		X	\$1,101.88	\$110.19	\$33.06	\$1,245.13	\$173,329.00	Riverside
Bruce Malone	6928 Goodview Ave Riverside 92506	235-091-031	CA065103932	160506-CA-RA-R-15C	\$1,897.90	\$948.95		X	\$948.95	\$94.90	\$28.47	\$1,072.32	\$160,046.00	Riverside
Brian Swanson, Laree Swanson	263 Galiceno Dr San Jacinto 92582	436-334-001	CA065103942	160506-CA-RA-R-15C	\$2,025.90	\$0.00	X	X	\$2,025.90	\$202.59	\$60.78	\$2,289.27	\$159,438.00	Riverside
Dale Juliar, Tim Juliar	2910 Via Milano 202 Corona 92879	172-362-062	RWR79279N-160126	160512-BE-CA-RA2-R-07-15C	\$2,192.46	\$1,096.23		X	\$1,096.23	\$109.62	\$32.89	\$1,238.74	\$292,543.00	Riverside
Juan Morin, Sylvia Morin	52234 Oasis Palms Ave Coachella 92236	778-261-025	REr91589N-151108	160512-BE-CA-RA2-R-07-15C	\$2,201.68	\$1,100.84		X	\$1,100.84	\$110.08	\$33.03	\$1,243.95	\$270,402.00	Riverside
Raul Diaz, Yekaterina Pavlova	42107 Paseo Rayo Del Sol Temecula 92591	921-413-016	RWR84505N-151016	160512-BE-CA-RA2-R-07-15C	\$1,945.98	\$0.00	X	X	\$1,945.98	\$194.60	\$58.38	\$2,198.96	\$233,702.00	Riverside
Adeline Gomez, Manuel Gomez	2086 11th St Riverside 92507	221-040-003	RWR82217A-151123	160512-BE-CA-RA2-R-08-20C	\$2,543.98	\$0.00	X	X	\$2,543.98	\$254.40	\$76.32	\$2,874.70	\$85,316.00	Riverside
Vickie Flores	1526 Teta Dr Corona 92882	110-312-009	RWR79255N-160126	160512-BE-CA-RA-R-03-15C	\$1,924.68	\$0.00	X	X	\$1,924.68	\$192.47	\$57.74	\$2,174.89	\$46,992.00	Riverside
Melody Partridge, William Partridge	29236 Murrieta Rd Sun City 92586	338-092-003	RWR80741C-151223	160512-BE-CA-RA-R-03-15C	\$1,389.88	\$694.94		X	\$694.94	\$69.49	\$20.85	\$785.28	\$107,435.00	Riverside
Manuel Ornelas	407 Granite St Lake Elsinore 92530	377-283-015	RWR82137N-151124	160512-BE-CA-RA-R-03-15C	\$1,718.62	\$859.31		X	\$859.31	\$85.93	\$25.78	\$971.02	\$144,430.00	Riverside
Kimberly Escamilla	1073 S Hewitt St San Jacinto 92583	437-281-036	RWR77025A-160303	160513-CA-RA2-R-20C	\$1,216.68	\$608.34		X	\$608.34	\$60.83	\$18.25	\$687.42	\$206,190.00	Riverside
Robert Davis	15535 Ocana Ln Moreno Valley 92551	486-385-021	RWR82187N-151124	160527-CA-RA-R-10C	\$3,157.92	\$0.00	X	X	\$3,157.92	\$315.79	\$94.74	\$3,568.45	\$304,201.00	Riverside
John Webster	39563 Ramshorn Dr Murrieta 92563	912-334-021	CA065103422	160527-CA-RA-R-10C	\$1,342.76	\$671.38		X	\$671.38	\$67.14	\$20.14	\$758.66	\$274,643.00	Riverside
Rita Turpin	80217 Royal Birkdale Dr Indio 92201	606-360-072	CA065106693	160708-CA-RA-R-15C	\$1,499.84	\$749.92		X	\$749.92	\$74.99	\$22.50	\$847.41	\$306,634.00	Riverside
Lucia Trujillo	2595 Heritage DR Corona 92882	112-273-009	CA065107060	160729-CA-RA-R-15C	\$2,634.64	\$1,317.32		X	\$1,317.32	\$131.73	\$39.52	\$1,488.57	\$358,903.00	Riverside
Luis Salazar	15020 Via Quedo DSRT HOT SPGS 92240	656-101-022	CA065107009	160902-CA-RA-R-20C	\$1,586.92	\$0.00	X	X	\$1,586.92	\$158.69	\$47.61	\$1,793.22	\$81,874.00	Riverside
BeaAnn Avila	74131 Velardo Dr Palm Desert 92260	624-204-018	CA065110291	160916-CA-RA2-R-15C	\$2,129.48	\$0.00	X	X	\$2,129.48	\$212.95	\$63.88	\$2,406.31	\$138,823.00	Riverside
John Hile, Rosanna Hile	35767 Royal Sage Ct Palm Desert 92211	752-100-019	CA065110156	160916-CA-RA2-R-15C	\$1,735.50	\$867.75		X	\$867.75	\$86.78	\$26.03	\$980.56	\$612,674.00	Riverside
Byung Rawn	240 Mary Ln Hemet 92543	446-131-008	CA065110682	161014-CA-RA-R-20C	\$706.12	\$0.00	X	X	\$706.12	\$70.61	\$21.18	\$797.91	None Available	Riverside
Irene Chavarin	13903 Pepper St Moreno Valley 92553	291-191-017	CA065111633	161202-CA-RA-R-20C	\$1,712.82	\$0.00	X	X	\$1,712.82	\$171.28	\$51.38	\$1,935.48	\$107,562.00	Riverside
Juan Rodriguez, Maria Rodriguez	17925 Pallowalla RD Blythe 92225	824-046-007	CA065110920	161209-CA-RA2-R-20C	\$1,691.42	\$845.71		X	\$845.71	\$84.57	\$25.37	\$955.65	\$87,628.00	Riverside
Consuelo Ramos, Rodolfo Ramos	800 N Buena Vista St Hemet 92543	439-100-025	CA065111042	161209-CA-RA2-R-25C	\$2,800.68	\$1,400.34		X	\$1,400.34	\$140.03	\$42.01	\$1,582.38	\$149,933.00	Riverside
James Christiansen, Toni Christiansen	124 La Cerra DR Rancho Mirage 92270	684-541-019	CA065108232	161223-CA-RA-R-10C	\$1,899.90	\$949.95		X	\$949.95	\$95.00	\$28.50	\$1,073.45	\$341,232.00	Riverside
Jeffrey Gutierrez, Jessica Longet	309 Country Club Blvd Lake Elsinore 92530	373-135-035	CA065113503	170120-CA-RA-R-15C	\$2,685.56	\$0.00	X	X	\$2,685.56	\$268.56	\$80.57	\$3,034.69	\$278,534.00	Riverside
Girlean Gober	1257 Osprey St San Jacinto 92583	433-411-005	CA065113966	170127-CA-RA-R-10C	\$2,425.18	\$0.00	X	X	\$2,425.18	\$242.52	\$72.76	\$2,740.46	\$211,083.00	Riverside
Sandra Schubert	34842 Lyn Ave Hemet 92545	465-240-042	CA065113940	170127-CA-RA-R-20C	\$1,712.74	\$0.00	X	X	\$1,712.74	\$171.27	\$51.38	\$1,935.39	\$70,176.00	Riverside
Johnny Lopez	21300 Deprad ST Perris 92570	325-030-021	CA065112627	170203-CA-RA2-R-15C	\$5,068.34	\$2,534.17		X	\$2,534.17	\$253.42	\$76.03	\$2,863.62	\$159,448.00	Riverside
Sukhdev Aryan	5661 Charlton Ave Hemet 92544	551-505-010	CA065114468	170210-CA-RA-R-10C	\$2,218.92	\$1,109.46		X	\$1,109.46	\$110.95	\$33.28	\$1,253.69	\$305,238.00	Riverside
Tamara Ho	4065 Larchwood Pl Riverside 92506	217-191-007	CA065114414	170217-CA-RA-R-15C	\$2,371.26	\$1,185.63		X	\$1,185.63	\$118.56	\$35.57	\$1,339.76	\$386,312.00	Riverside
Craig Scott	1003 S Sheridan St Corona 92882	117-252-014	CA065113378	170224-CA-RA-R-15C	\$1,427.84	\$713.92		X	\$713.92	\$71.39	\$21.42	\$806.73	\$20,524.00	Riverside
Wayne Brattien	40636 Via Jalapa Murrieta 92562	947-530-056	CA065114312	170310-CA-RA3-R-10C	\$1,080.24	\$540.12		X	\$540.12	\$54.01	\$16.20	\$610.33	\$280,462.00	Riverside
Ines Figueroa, Joe Figueroa	560 Playa De Corte Perris 92571	320-202-017	CA065115849	170505-CA-RA3-HPR-R-10C	\$2,762.07	\$1,381.04		X	\$1,381.03	\$138.10	\$41.43	\$1,560.56	\$173,329.00	Riverside
David Morales	39880 Chippewa Cir Murrieta 92562	948-111-002	CA065117102	170505-CA-RA3-HPR-R-25C	\$264.31	\$264.31		X	\$264.31	\$26.43	\$7.93	\$298.67	\$215,213.00	Riverside
Betty Hayner, John Hayner	21136 Denise Ct Wildomar 92595	368-262-009	CA065112944	170616-CA-RA2-HPRCA3-R-25C	\$2,630.08	\$0.00	X	X	\$2,630.08	\$263.01	\$78.90	\$2,971.99	\$181,268.00	Riverside
Rita Turpin	80217 Royal Birkdale Dr Indio 92201	606-360-072	CA065117688	170616-CA-RA2-HPR-R-25C	\$2,069.60	\$1,034.80		X	\$1,034.80	\$103.48	\$31.04	\$1,169.32	\$306,634.00	Riverside
Patricia Sirvio	79429 Paseo Del Rey La Quinta CA 92253	604-440-004	CA065118999	170629-CA-RA3-HPR-R-10C	\$2,274.15	\$0.00	X	X	\$2,274.15	\$227.42	\$68.22	\$2,569.79	\$481,910.00	Riverside
Josh Ackerman, Shannon Ackerman	68460 Hacienda Ave Desert Hot Springs CA 92240	644-162-003	CA065114243	170629-CA-RA3-HPR-R-25C	\$2,737.72	\$0.00	X	X	\$2,737.72	\$273				

Owner Name	Situs Address	Tax Parcel Number	Participant ID	Bond Series	Levy Amount	Paid Amount	Delinquent Installment [2]		Delinquent Amount	Penalty [3]	Interest [4]	Total Delinquent	Total Assessed Value [1]	County [5]
							1st	2nd						
Jeffrey Gutierrez, Jessica Longet	309 Country Club Blvd Lake Elsinore 92530	373-135-035	CA065118163	170929-CA-RA-HPR-R-15C	\$1,418.60	\$0.00	X	X	\$1,418.60	\$141.86	\$42.56	\$1,603.02	\$278,534.00	Riverside
Evelia Sanchez	67209 Mission DR Cathedral City CA 92234	677-383-016	CA065117212	171006-CA-RA-HPR-R-20C	\$1,842.50	\$0.00	X	X	\$1,842.50	\$184.25	\$55.28	\$2,082.03	\$74,057.00	Riverside
Diosdado Perez, Cynthia Perez	11444 Edmonson Ave Moreno Valley CA 92555	473-402-003	CA065122793	171103-CA-RA-HPR-R-10C	\$2,756.06	\$1,378.03		X	\$1,378.03	\$137.80	\$41.34	\$1,557.17	\$291,050.00	Riverside
Betty Adragna	15026 Le Gaye St Lake Elsinore CA 92530	379-140-082	CA065122387	171103-CA-RA-HPR-R-25C	\$6,185.78	\$0.00	X	X	\$6,185.78	\$618.58	\$185.57	\$6,989.93	\$385,086.00	Riverside
Irene Mueller	11398 Trust WAY Moreno Valley CA 92555	473-150-091	CA065118942	171117-CA-RA-HPR-R-25C	\$9,161.46	\$0.00	X	X	\$9,161.46	\$916.15	\$274.84	\$10,352.45	\$756,651.00	Riverside
Derrick Richardson, George Morgan, Amber Morgan	32331 Rock Rose Dr Lake Elsinore 92532	363-722-002	CA065121700	171208-CA-RA-HPR-R-25C	\$4,237.28	\$0.00	X	X	\$4,237.28	\$423.73	\$127.12	\$4,788.13	\$432,257.00	Riverside
Josephine Mwasi	9645 52nd St Riverside CA 92509	167-190-031	CA065121971	171215-CA-RA-HPR-R-15C	\$2,690.92	\$1,345.46		X	\$1,345.46	\$134.55	\$40.36	\$1,520.37	\$178,218.00	Riverside
Jimmy Greer, Allie Greer	9 N Juanita Cir Palm Springs CA 92262	669-365-009	CA065123436	171215-CA-RA-HPR-R-25C	\$2,676.92	\$1,338.46		X	\$1,338.46	\$133.85	\$40.15	\$1,512.46	\$113,133.00	Riverside
James Cornell, Nancy Cornell	46205 Sacatan CIR Indian Wells CA 92210	623-291-003	CA065117401	171221-CA-HLP-LEF-HPR-R-25A	\$3,802.72	\$1,901.36		X	\$1,901.36	\$190.14	\$57.04	\$2,148.54	\$922,934.00	Riverside
Sandy Loeb	29775 Alicante Dr Romoland CA 92585	327-420-003	CA065122591	171222-CA-RA-HPR-R-25C	\$4,182.72	\$0.00	X	X	\$4,182.72	\$418.27	\$125.48	\$4,726.47	\$213,851.00	Riverside
James Holston, Travis Holston, Terry Holston	26065 Musick RD Menifee CA 92584	360-160-010	CA065121647	180119-CA-RA-HPR-R-25C	\$4,444.88	\$0.00	X	X	\$4,444.88	\$444.49	\$133.35	\$5,022.72	\$255,556.00	Riverside
Jo Ann Roettgen	25497 Chicago Ave Hemet CA 92544	549-070-022	CA065124362	180126-CA-RA3-HPR-R-15CD	\$1,649.82	\$824.91		X	\$824.91	\$82.49	\$24.75	\$932.15	\$228,348.00	Riverside
Ruben Perez, Maria Perez	20973 Myron St Perris CA 92570	319-161-012	CA065124494	180202-CA-RA-HPR-R-10CD	\$2,449.26	\$1,224.63		X	\$1,224.63	\$122.46	\$36.74	\$1,383.83	\$105,608.00	Riverside
David Gonzalez	52650 Eisenhower Dr La Quinta CA 92253	773-301-008	CA065123729	180302-CA-RA-HPR-R-25CD	\$1,531.26	\$0.00	X	X	\$1,531.26	\$153.13	\$45.94	\$1,730.33	\$109,827.00	Riverside
David Vanvoorhis, Linda Vanvoorhis	3895 Roblyn St Riverside 92504	193-303-023	CA065124465	180309-CA-RA-HPR-R-25CD	\$2,124.38	\$0.00	X	X	\$2,124.38	\$212.44	\$63.73	\$2,400.55	\$161,736.00	Riverside
Ezequiel Avalos, Nancy Pulido	7688 Hillside ST Corona CA 92881	277-042-022	CA065124827	180413-CA-RA-HPR-R-10CDE	\$1,922.04	\$961.02		X	\$961.02	\$96.10	\$28.83	\$1,085.95	\$220,506.00	Riverside
Veronica Bailey	31240 Eona Cir Temecula CA 92592	918-330-013	CA065122264	180413-CA-RA-HPR-R-10CDE	\$6,531.10	\$0.00	X	X	\$6,531.10	\$653.11	\$195.93	\$7,380.14	\$294,874.00	Riverside
Eluterio Torres	11355 Hubbard ST Moreno Valley 92557	475-080-008	CA065124135	180427-CA-RA-HPR-R-25CDE	\$5,302.16	\$2,651.08		X	\$2,651.08	\$265.11	\$79.53	\$2,995.72	\$276,317.00	Riverside
Jackie Quach, Tuan Vuong, Jackie Vuong	13448 Eaglebluff Ln Corona 92880	152-582-003	CA065125834	180615-CA-RA-HPR-R-10CDE	\$1,074.40	\$0.00	X	X	\$1,074.40	\$107.44	\$32.23	\$1,214.07	\$700,077.00	Riverside
Belkees Ayam	16483 SUN SUMMIT DR Riverside CA 92503	140-231-004	CA065126740	180720-CA-RA-HPR-R-25DE	\$2,791.73	\$1,395.87		X	\$1,395.86	\$139.59	\$41.88	\$1,577.33	\$483,410.00	Riverside
William Barthold	904 MONTCLAIR DR Banning CA 92220	535-213-032	CA065126887	180921-CA-RA-HPR-R-25DE	\$3,102.56	\$0.00	X	X	\$3,102.56	\$310.26	\$93.08	\$3,505.90	\$96,117.00	Riverside
Shervan Nowrouzi	15695 Navaja Cir Moreno Valley CA 92551	486-373-030	CA065128265	181214-CA-RA-HPR-R-20E	\$975.66	\$0.00	X	X	\$975.66	\$97.57	\$29.27	\$1,102.50	\$194,551.00	Riverside
Belkees Ayam	16483 SUN SUMMIT DR Riverside CA 92503	140-231-004	CA065128124	181214-CA-RA-HPR-R-25E	\$932.49	\$466.25		X	\$466.24	\$46.62	\$13.99	\$526.85	\$483,410.00	Riverside
Maria Munoz, Enrique Munoz	31251 LAS FLORES WAY Thousand Palms CA 92276	650-152-011	CA065128365	190118-CA-RA-HPR-R-25EF	\$3,358.18	\$0.00	X	X	\$3,358.18	\$335.82	\$100.75	\$3,794.75	\$126,000.00	Riverside
Todd Lange	42819 TIERRA ROBLES PL Temecula CA 92592	944-121-019	CA065128323	190329-CA-RA-HPR-R-20EF	\$2,398.60	\$1,199.30		X	\$1,199.30	\$119.93	\$35.98	\$2,101.08	\$210,018.00	Riverside
Bridget Peck	28219 STILLWATER DR MENIFEE CA 92584	364-051-009	CA065129800	191220-CA-RA-HPR-R-25F	\$4,055.98	\$0.00	X	X	\$4,055.98	\$405.60	\$121.68	\$4,583.26	\$230,365.00	Riverside
Antonio Garcia, Glafira Garcia	16762 MOCKINGBIRD CANYON RD RIVERSIDE CA 92504	273-040-017	CA065130066	200327-CA-RA-HPR-R-25F	\$3,859.86	\$1,929.93		X	\$1,929.93	\$192.99	\$57.90	\$2,180.82	\$481,200.00	Riverside
Larry Wyatt	16721 LEIANA CT RIVERSIDE CA 92503	140-250-007	CA065130553	200814-CA-RA-HPR-R-15FG	\$1,543.74	\$0.00	X	X	\$1,543.74	\$154.37	\$46.31	\$1,744.42	\$472,675.00	Riverside
Fredy Rivera, Patricia Rivera	26761 Jade Tree Ter Moreno Valley CA 92555	487-561-039	CA065130976	201130-CA-RA-HPR-R-10G	\$4,110.34	\$0.00	X	X	\$4,110.34	\$411.03	\$123.31	\$4,644.68	\$533,201.00	Riverside
Josephine Douglas	1732 71st AVE Sacramento 95832	052-0135-045-0000	CA067102044	160715-CA-RA2-R-15C	\$2,377.18	\$0.00	X	X	\$2,377.18	\$237.72	\$71.32	\$2,686.22	\$90,989.00	Sacramento [5]
Gyan Singh	7646 Bar Du Ln Sacramento 95829	121-0040-010-0000	CA067101802	160826-CA-RA2-R-20C	\$462.58	\$231.29		X	\$231.29	\$23.13	\$6.94	\$261.36	\$322,584.00	Sacramento [5]
Michael Sullivan	4830 Sorento Rd Sacramento 95835	226-0041-014-0000	CA067103694	170113-CA-RA2-R-10C	\$4,308.22	\$2,154.11		X	\$2,154.11	\$215.41	\$64.62	\$2,434.14	\$186,791.00	Sacramento [5]
Phyllis Johnson	3751 Knightlinger St Sacramento CA 95838	250-0091-027-0000	CA067104638	170414-CA-RA3-HPR-R-20C	\$2,256.16	\$0.00	X	X	\$2,256.16	\$225.62	\$67.68	\$2,549.46	\$122,931.00	Sacramento [5]
Doris McKernon	4522 Rustic Rd Carmichael CA 95608	247-0034-003-0000	CA067105468	170629-CA-RA3-HPRCA4-R-15C	\$1,976.34	\$0.00	X	X	\$1,976.34	\$197.63	\$59.29	\$2,233.26	\$121,933.00	Sacramento [5]
Latricia Mitchell	4813 Runway Dr Fair Oaks 95628	248-0340-004-0000	CA067106074	170825-CA-RA-HPRCA2-R-15C	\$2,060.70	\$1,030.35		X	\$1,030.35	\$103.04	\$30.91	\$1,164.30	\$511,406.00	Sacramento [5]
Angel Rodriguez-Lopez, Suzanne Rodriguez-Lopez	7644 Walsh Way Sacramento CA 95832	052-0074-011-0000	CA067106316	170929-CA-RA-HPR-R-15C	\$2,642.08	\$0.00	X	X	\$2,642.08	\$264.21	\$79.26	\$2,985.55	\$93,548.00	Sacramento [5]
Brenda Coats, Gary Coats	2629 Sheridan Way Sacramento CA 95821	271-0231-001-0000	CA067106876	180112-CA-RA-HPR-R-25C	\$2,847.40	\$1,423.70		X	\$1,423.70	\$142.37	\$42.71	\$1,608.78	\$353,541.00	Sacramento [5]
Beverly Waterman	252 FORD RD Sacramento CA 95838	250-0311-014-0000	CA067108193	180713-CA-RA-HPR-R-15DCE	\$1,163.20	\$581.60		X	\$581.60	\$58.16	\$17.45	\$657.21	\$180,263.00	Sacramento [5]
Stephan Saak	4130 Debra Cir Oceanside 92056	162-282-09-00	RSD94868C-140317	140425-CA-PB-R-15B	\$1,225.58	\$612.79		X	\$612.79	\$61.28	\$18.38	\$692.45	\$509,292.00	San Diego
Amelia Saucedo	3279 Island Ave San Diego 92102	545-231-27-00	RSD80243N-141018	150406-BE-R-02-10	\$1,802.52	\$901.26		X	\$901.26	\$90.13	\$27.04	\$1,018.43	\$498,571.00	San Diego
Barbara Greenberg, Helen Warren	2037 Columbus Way Vista 92081	217-372-54-00	RSD80297N-141018	150406-BE-R-04-20	\$2,013.96	\$0.00	X	X	\$2,013.96	\$201.40	\$60.42	\$2,275.78	\$696,929.00	San Diego
Bonnie Green	13342 Scotsman Rd Lakeside 92040	397-090-46-00	RSD86624N-140821	150406-BE-R-04-20	\$2,173.81	\$1,086.91		X	\$1,086.90	\$108.69	\$32.61	\$1,228.20	\$469,602.00	San Diego
Donna Dawson, Larry Dawson	1404 Upas St San Diego 92103	452-483-01-00	RSD79256N-141030	150406-BE-R-04-20	\$1,218.14	\$0.00	X	X	\$1,218.14	\$121.81	\$36.54	\$1,376.49	\$351,569.00	San Diego
Catherine Prout, Lionel Prout	10867 Viacha Dr San Diego 92124	455-191-31-00	RSD92216N-140702	150406-BE-R-04-20	\$4,184.90	\$2,092.45		X	\$2,092.45	\$209.25	\$62.77	\$308,560.00	San Diego	
Joy Conder	1620 Bridgeview Dr San Diego 92105	540-712-02-00	RSD68324P-150316	150713-BE-WR-R-03-10C	\$2,967.70	\$1,483.85		X	\$1,483.85	\$148.39	\$44.52	\$1,676.76	\$276,173.00	San Diego
Barbara Alto, Raymond Alto	620 Pitman St Escondido 92027	225-500-14-00	RSD74687N-141230	150713-BE-WR-R-08-20B	\$3,182.38	\$0.00	X	X	\$3,182.38	\$318.24	\$95.47	\$3,596.09	\$686,664.00	San Diego
Luanne Williams	15393 Andorra Way San Diego 92129	313-254-34-00	RSD71210N-150216	150713-BE-WR-R-08-20B	\$2,603.74	\$1,301.87		X	\$1,301.87	\$130.19	\$39.06	\$1,471.12	\$133,292.00	San Diego
Gary Hood, Nancy Hood	5422 Kipling Ln Carlsbad 92008	212-102-37-00	RSD54590P-150729	151022-BE-WR-R-03-10C	\$2,290.62	\$0.00	X	X	\$2,290.62	\$229.06	\$68.72	\$412,392.00	San Diego	
Susan Lewitt	5002 Millwood Rd San Diego 92117	355-201-13-00	RSD62057A-150521	151022-BE-WR-R-03-10C	\$6,149.96	\$3,074.98		X	\$3,074.98	\$307.50	\$92.25	\$3,474.73	\$541,817.00	San Diego
Maria Souto	4504 Dawson Ave San Diego 92115	466-631-12-00	RSD59630N-150615	151022-BE-WR-R-03-10C	\$1,032.48	\$516.24		X	\$516.24	\$51.62	\$15.49	\$583.35	\$86,455.00	San Diego
Corrita Hughes	3185 L St San Diego 92102	545-302-13-00	RSD64004N-150430	151022-BE-WR-R-03-10C	\$3,765.50	\$0.00	X	X	\$3,765.50	\$376.55	\$112.97	\$4,255.02	\$121,826.00	San Diego
William McLaughlin	17959 Bluegrass Rd Ramona 92065	277-120-49-00	RSD69140N-150309	151022-BE-WR-R-04-10B	\$20,093.28	\$0.00	X	X	\$20,093.28	\$2,009.33	\$602.80	\$22,705.41	\$1,252,795.00	San Diego
Mark Livingston, Michelle Livingston	4432 Marraco Dr San Diego 92115	473-091-07-00	RSD49484N-150909	151022-BE-WR-R-07-20C	\$2,984.00	\$0.00	X	X	\$2,984.00	\$298.40	\$89.52	\$3,371.92	\$292,605.00	San Diego
Farida Sakha, Gulsum Sakha, Mohammad Sakha	4625 Weston Rd La Mesa 91941	496-242-25-00	RSD62516N-150515	151022-BE-WR-R-07-20C	\$4,837.26	\$2,418.63		X	\$2,418.63	\$241.86	\$72.56	\$2,733.05	\$476,459.00	San Diego
Helen Pichler	8617 Louis Ln Santee 92071	384-390-15-00	RSD70049P-150228	151022-BE-WR-R-08-20B	\$4,165.56	\$2,082.78		X	\$2,082.78	\$208.28	\$62.48	\$2,353.54	\$40,714.00	San Diego
Barbara Carfield	12635 Paseo Del Verano 65 San Diego 92128	273-680-01-65	RSD59039N-150619	151022-BE-WR-R-10-10C	\$1,612.18	\$806.09		X	\$806.09	\$80.61	\$24.18	\$910.88	\$401,671.00	San Diego
Linda Stockdale	1243 Saxony Rd Encinitas 92024	254-353-14-00	RSD51149N-150827	160114-BE-WR-R-02-10C	\$1,676.71	\$0.00	X	X	\$1,676.71	\$167.67	\$50.30	\$1,894.68	\$599,079.00	San Diego
Linda Wilson	7081 Eldridge St San Diego 92120	672-140-39-00	RSD45935A-151009	160114-BE-WR-R-02-10C	\$4,131.98	\$2,065.99		X	\$2,065.99	\$206.60	\$61.98	\$2,334.57	\$200,234.00	San Diego
Patricia Sanders	2470 Daily Dr Fallbrook 92028	241-552-09-00	RSD47438A-150925	160114-BE-WR-R-03-15C	\$2,932.22	\$1,466.11		X	\$1,466.11	\$146.61	\$43.98	\$2,243.00	\$722,243.00	San Diego
Lavern Mustafaa	518 S 46th St San Diego 92113	547-572-21-00	RSD50033C-150904	160114-BE-WR-R-03-15C	\$3,490.18	\$1,745.09		X	\$1,745.09	\$174.51	\$52.35	\$1,971.95	\$32,546.00	San Diego
Albert Ye, Pingping Tian	40745 Via Ranchitos Fallbrook 92028	102-180-91-00	RSD55208N-150723	160114-BE-WR-R-04-20C	\$2,636.42	\$0.00	X	X	\$2,636.42	\$263.64	\$79.09	\$2,979.15	\$1,346,400.00	San Diego
Arlene Ponce	1365 El Nido Dr Fallbrook 92028	123-290-45-00	RSD54236N-150801	160114-BE-WR-R-04-20C	\$1,288.64	\$0.00	X	X	\$1,288.64	\$128.86	\$38.66	\$1,456.16	\$768,981.00	San

Owner Name	Situs Address	Tax Parcel Number	Participant ID	Bond Series	Levy Amount	Paid Amount	Delinquent Installment [2]		Delinquent Amount	Penalty [3]	Interest [4]	Total Delinquent	Total Assessed Value [1]	County [5]
							1st	2nd						
Ilah Castaneda	1410 S Lanoitan AVE National City 91950	558-102-03-00	CA073106549	160527-CA-RA-R-15C	\$1,920.39	\$0.00	X	X	\$1,920.39	\$192.04	\$57.61	\$2,170.04	\$109,795.00	San Diego
Emma Francis	612 Aladdin LN El Cajon 92019	511-423-08-00	CA073105699	160527-CA-RA-R-20C	\$3,150.40	\$0.00	X	X	\$3,150.40	\$315.04	\$94.51	\$3,559.95	\$67,432.00	San Diego
Bonnie Green	13342 Scotsman Rd Lakeside 92040	397-090-46-00	CA073106902	160617-CA-RA-R-20C	\$1,238.27	\$619.14		X	\$619.13	\$61.91	\$18.57	\$699.61	\$469,602.00	San Diego
Beatriz Barrera	7857 Skyline Dr San Diego 92114	583-310-17-00	CA073108225	160715-CA-RA2-R-15C	\$3,213.50	\$0.00	X	X	\$3,213.50	\$321.35	\$96.41	\$3,631.26	\$350,101.00	San Diego
Maria Wolf	10040 Scripps Vista WAY San Diego 92131	319-452-21-04	CA073109335	160916-CA-RA2-R-10C	\$2,588.78	\$1,294.39		X	\$1,294.39	\$129.44	\$38.83	\$1,462.66	\$215,146.00	San Diego
Alonzo Lathan	4936 Euclid Ct San Diego 92105	477-710-37-00	CA073108042	160930-CA-RA-R-15C	\$4,334.90	\$0.00	X	X	\$4,334.90	\$433.49	\$130.05	\$4,898.44	\$95,977.00	San Diego
Alyssa Barnett, Jason Barnett	2106 Sorrento Dr Oceanside 92056	165-671-29-00	CA073111738	161202-CA-RA-R-10C	\$1,635.44	\$0.00	X	X	\$1,635.44	\$163.54	\$49.06	\$1,848.04	\$610,184.00	San Diego
Karen Wood	854 Rancho Bullard Ln Ramona 92065	282-273-26-00	CA073112591	161202-CA-RA-R-25C	\$4,145.06	\$2,072.53		X	\$2,072.53	\$207.25	\$62.18	\$2,341.96	\$170,139.00	San Diego
Luzimelda Barker, Terry Barker	13664 Vecinio Del Este Pl Lakeside 92040	398-390-69-00	CA073113620	170113-CA-RA2-R-10C	\$3,592.50	\$1,796.25		X	\$1,796.25	\$179.63	\$53.89	\$2,029.77	\$318,131.00	San Diego
Suzanne Atencio	24542 Novato Pl Ramona 92065	288-481-05-00	CA073113281	170120-CA-RA-R-15C	\$3,232.97	\$1,616.49		X	\$1,616.48	\$161.65	\$48.49	\$1,826.62	\$581,444.00	San Diego
Alonzo Lathan	4936 Euclid Ct San Diego 92105	477-710-37-00	CA073113718	170120-CA-RA-R-15C	\$3,767.24	\$0.00	X	X	\$3,767.24	\$376.72	\$113.02	\$4,256.98	\$95,977.00	San Diego
Alyssa Barnett, Jason Barnett	2106 Sorrento Dr Oceanside 92056	165-671-29-00	CA073109641	170203-CA-RA2-R-15C	\$1,726.04	\$0.00	X	X	\$1,726.04	\$172.60	\$51.78	\$1,950.42	\$610,184.00	San Diego
Shirley Wingo	2326 San Pasqual Valley Rd Escondido 92027	234-261-06-00	CA073112552	170210-CA-RA-R-25C	\$5,045.58	\$2,522.79		X	\$2,522.79	\$252.28	\$75.68	\$2,850.75	\$94,915.00	San Diego
Karen Wood	854 Rancho Bullard Ln Ramona 92065	282-273-26-00	CA073114965	170217-CA-RA-R-25C	\$1,998.28	\$999.14		X	\$999.14	\$99.91	\$29.97	\$1,129.02	\$170,139.00	San Diego
Santos Angulo	2005 Clearwater Pl Chula Vista CA 91913	595-203-06-00	CA073114754	170331-CA-RA3-R-15C	\$1,899.52	\$949.76		X	\$949.76	\$94.98	\$28.49	\$1,073.23	\$303,527.00	San Diego
Maxine Taylor	636 Goetschl St San Diego CA 92114	549-532-32-00	CA073117780	170721-CA-RA3-HPR-R-10C	\$2,958.69	\$0.00	X	X	\$2,958.69	\$295.87	\$88.76	\$3,343.32	\$270,904.00	San Diego
Suzanne Atencio	24542 Novato Pl Ramona 92065	288-481-05-00	CA073118207	170908-CA-RA-HPR-R-20C	\$1,908.83	\$954.42		X	\$954.41	\$95.44	\$28.63	\$1,078.48	\$581,444.00	San Diego
David Gomes, Muriel Gomes	3432 Cherokee Ave San Diego 92104	447-703-13-00	CA073117866	170929-CA-RA-HPR-R-15C	\$1,311.82	\$0.00	X	X	\$1,311.82	\$131.18	\$39.35	\$1,482.35	\$567,745.00	San Diego
Jose Alvarez, Lucia Carrillo	159 Heritage St Oceanside CA 92058	160-400-14-00	CA073119661	170929-CA-RA-HPR-R-20C	\$4,644.06	\$0.00	X	X	\$4,644.06	\$464.41	\$139.32	\$5,247.79	\$155,504.00	San Diego
Anthony Dwinell, Diana Dwinell	24312 Manzanita DR Descanso CA 91916	405-290-25-00	CA073119834	171006-CA-RA-HPR-R-15C	\$2,159.35	\$0.00	X	X	\$2,159.35	\$215.94	\$64.78	\$2,440.07	\$406,586.00	San Diego
Maxine Taylor	636 Goetschl St San Diego CA 92114	549-532-32-00	CA073119061	171013-CA-RA-HPR-R-10C	\$1,362.65	\$0.00	X	X	\$1,362.65	\$136.27	\$40.88	\$1,539.80	\$270,904.00	San Diego
Dawn Rogers, Daniel Anderson	1035 Colorado Ave Chula Vista CA 91911	618-090-20-00	CA073119080	171103-CA-RA-HPR-R-20C	\$6,131.48	\$3,065.74		X	\$3,065.74	\$306.57	\$91.97	\$3,464.28	\$318,587.00	San Diego
Anthony Dwinell, Diana Dwinell	24312 Manzanita DR Descanso CA 91916	405-290-25-00	CA073119676	171201-CA-RA-HPR-R-15C	\$4,676.13	\$0.00	X	X	\$4,676.13	\$467.61	\$140.28	\$5,284.02	\$406,586.00	San Diego
Maria Anderson	532 Blue Bonnet CT National City CA 91950	669-210-09-00	CA073119602	180119-CA-RA-HPR-R-20C	\$3,836.60	\$0.00	X	X	\$3,836.60	\$383.66	\$115.10	\$4,335.36	\$70,779.00	San Diego
John Palizban	30811 Mesa Crest RD Valley Center CA 92082	129-080-49-00	CA073121272	180202-CA-RA-HPR-R-20CD	\$5,408.26	\$2,704.13		X	\$2,704.13	\$81.12	\$3,055.66	\$553,097.00	San Diego	
Ping Chen, Fang Wang	8375 Calle Morelos San Diego CA 92126	309-080-91-00	CA073121025	180614-CA-HLP-LEF-HPR-R-25AB-1	\$1,224.52	\$612.26		X	\$612.26	\$61.23	\$18.37	\$691.86	\$660,381.00	San Diego
Maria Davalos	1103 Kostner Dr San Diego CA 92154	631-180-78-00	CA073123059	180803-CA-RA-HPR-R-15DE	\$4,149.24	\$0.00	X	X	\$4,149.24	\$414.92	\$124.48	\$4,688.64	\$93,494.00	San Diego
Melissa Collins	421 S Euclid Ave San Diego CA 92114	548-411-01-00	CA073125003	191101-CA-RA-HPR-R-25F	\$3,000.00	\$0.00	X	X	\$3,000.00	\$300.00	\$90.00	\$3,390.00	\$104,874.00	San Diego
Lirije Hoti, Liridon Hoti	12153 VIA ANTIGUA EL CAJON CA 92019	502-272-08-00	CA073125186	200110-CA-RA-HPR-R-15F	\$1,818.46	\$0.00	X	X	\$1,818.46	\$181.85	\$54.55	\$2,054.86	\$606,967.00	San Diego
Anita Smith	8443 TORRELL WAY SAN DIEGO CA 92126	309-494-20-00	CA073125215	200131-CA-RA-HPR-R-05F	\$2,472.10	\$1,236.05		X	\$1,236.05	\$123.61	\$37.08	\$1,396.74	\$598,283.00	San Diego
Demetrious Harmon	5562 LAS ALTURAS TER SAN DIEGO CA 92114	548-312-11-00	CA073125848	201130-CA-RA-HPR-R-10G	\$2,511.08	\$0.00	X	X	\$2,511.08	\$251.11	\$75.33	\$2,837.52	\$56,336.00	San Diego
Jesus Garza	2031 Lane St San Francisco CA 94124	5386 /033	CA075106844	180309-CA-RA-HPR-R-20CD	\$2,585.38	\$0.00	X	X	\$2,585.38	\$258.54	\$77.56	\$2,921.48	\$296,391.00	San Francisco
Frank Stanich	311 Duncan Ave Stockton 95207	081-300-410-000	RSJ94427C-150305	150713-BE-WR-R-07-20C	\$2,217.60	\$0.00	X	X	\$2,217.60	\$221.76	\$66.53	\$2,505.89	\$128,816.00	San Joaquin
Benjamin Niedert	9 B St Tracy 95376	235-085-050-000	CA077104365	160512-BE-CA-RA2-R-06-10C	\$3,812.10	\$0.00	X	X	\$3,812.10	\$381.21	\$114.36	\$4,307.67	\$117,582.00	San Joaquin
Damian Fermin, Maria Garcia	3608 El Dorado St Stockton 95204	115-162-120-000	RSJ88832N-160311	160512-BE-CA-RA-R-02-10C	\$1,679.68	\$0.00	X	X	\$1,679.68	\$167.97	\$50.39	\$1,898.04	\$85,838.00	San Joaquin
June Chavis	2368 Clipper LN Stockton 95204	123-300-010-000	CA077105873	161104-CA-RA-R-25C	\$3,821.92	\$0.00	X	X	\$3,821.92	\$382.19	\$114.66	\$4,318.77	\$415,051.00	San Joaquin
Wanda Hunt	1037 Wetherbee Ave Manteca 95337	241-055-130-000	CA077106100	161114-CA-RA-R-15C	\$998.34	\$499.17		X	\$499.17	\$49.92	\$14.98	\$564.07	\$177,156.00	San Joaquin
Aldreena Hendrix, Elijah Hendrix, Ijnanya Gilmore	756 Prairie Dunes DR Lathrop 95330	196-090-670-000	CA077105663	161114-CA-RA-R-25C	\$1,854.36	\$0.00	X	X	\$1,854.36	\$185.44	\$55.63	\$2,095.43	\$289,738.00	San Joaquin
Alejandro Valencia-Yepe, Maria Valencia	1817 Germain LN Stockton 95206	166-100-220-000	CA077105000	161118-CA-RA2-R-10C	\$1,966.94	\$983.47		X	\$983.47	\$98.35	\$29.50	\$1,111.32	\$240,355.00	San Joaquin
Alejandro Valencia-Yepe, Maria Valencia	1817 Germain LN Stockton 95206	166-100-220-000	CA077105460	161118-CA-RA2-R-20C	\$1,853.44	\$926.72		X	\$926.72	\$92.67	\$27.80	\$1,047.19	\$240,355.00	San Joaquin
Efanye Chibuko	4351 Cherry Blossom LN Tracy 95377	244-380-230-000	CA077106497	170113-CA-RA2-R-15C	\$2,782.58	\$1,391.29		X	\$1,391.29	\$139.13	\$41.74	\$1,572.16	\$410,464.00	San Joaquin
Aurelia Rivera	1027 S Center ST Stockton 95206	147-151-070-000	CA077106471	170120-CA-RA-R-20C	\$1,122.96	\$561.48		X	\$561.48	\$56.15	\$16.84	\$634.47	\$72,642.00	San Joaquin
Evelyn Wilson	2228 E Washington St Stockton CA 95205	153-201-040-000	CA077106572	170526-CA-RA2-HPR-R-10C	\$2,091.68	\$0.00	X	X	\$2,091.68	\$209.17	\$62.75	\$2,363.60	\$102,079.00	San Joaquin
Angela Spano	6513 El Capitan CIR Stockton CA 95210	094-320-550-000	CA077108121	170728-CA-RA3-HPRCA2-R-10C	\$1,861.32	\$0.00	X	X	\$1,861.32	\$186.13	\$55.84	\$2,103.29	\$249,519.00	San Joaquin
Clyde Lindberg	1821 Alegre DR Tracy CA 95376	232-020-380-000	CA077108272	170811-CA-RA-HPRCA2-R-15C	\$1,901.40	\$0.00	X	X	\$1,901.40	\$190.14	\$57.04	\$2,148.58	\$92,857.00	San Joaquin
Aldreena Hendrix, Elijah Hendrix, Ijnanya Gilmore	756 Prairie Dunes DR Lathrop 95330	196-090-670-000	CA077107946	170811-CA-RA-HPR-R-25C	\$1,968.82	\$0.00	X	X	\$1,968.82	\$196.88	\$59.06	\$2,224.76	\$289,738.00	San Joaquin
Juan Contreras	1311 E Flora St Stockton CA 95205	151-073-120-000	CA077108844	170922-CA-RA-HPR-R-15C	\$1,488.00	\$744.00		X	\$744.00	\$74.40	\$22.32	\$840.72	\$71,075.00	San Joaquin
Karen Yescas	401 N Hewitt Rd Linden CA 95236	093-030-320-000	CA077108218	171027-CA-RA-HPR-R-25C	\$3,945.10	\$0.00	X	X	\$3,945.10	\$394.51	\$118.35	\$4,457.96	\$216,047.00	San Joaquin
Danny Willingham	741 Edan AVE Stockton CA 95207	081-122-030-000	CA077108870	180112-CA-RA-HPR-R-15C	\$1,852.28	\$926.14		X	\$926.14	\$92.61	\$27.78	\$1,046.53	\$156,419.00	San Joaquin
Kathryn Borges	207 Granada Way Tracy CA 95376	214-310-020-000	CA077109417	180112-CA-RA-HPR-R-15C	\$1,623.40	\$0.00	X	X	\$1,623.40	\$162.34	\$48.70	\$1,834.44	\$136,549.00	San Joaquin
Henry Armento	847 Nottingham Dr Manteca CA 95336	216-030-060-000	CA077109875	180420-CA-RA-HPR-R-25CDE	\$1,270.54	\$0.00	X	X	\$1,270.54	\$127.05	\$38.12	\$1,435.71	\$182,811.00	San Joaquin
Alberto Perales	911 Lloyd ST Lodi CA 95240	047-430-490-000	CA077109807	180525-CA-RA-HPR-R-15CDE	\$756.99	\$0.00	X	X	\$756.99	\$75.70	\$22.71	\$855.40	\$63,081.00	San Joaquin
Alberto Perales	911 Lloyd ST Lodi CA 95240	047-430-490-000	CA077110095	180525-CA-RA-HPR-R-15CDE	\$1,114.75	\$0.00	X	X	\$1,114.75	\$111.48	\$33.44	\$1,259.67	\$63,081.00	San Joaquin
Mary Miller	201 N Oro Ave Stockton CA 95215	143-340-170-000	CA077109241	180614-CA-HLP-LEF-HPR-R-25AB-1	\$1,166.66	\$0.00	X	X	\$1,166.66	\$116.67	\$35.00	\$1,318.33	\$105,987.00	San Joaquin
Georgianna Castro	10480 S Priest RD French Camp CA 95231	193-290-130-000	CA077109491	180713-CA-RA-HPR-R-20DCE	\$2,177.72	\$0.00	X	X	\$2,177.72	\$217.77	\$65.33	\$2,460.82	\$219,111.00	San Joaquin
Ronald Pruett	2339 E Poplar St Stockton CA 95205	141-204-120-000	CA077111034	190201-CA-RA-HPR-R-20EF	\$1,340.80	\$0.00	X	X	\$1,340.80	\$134.08	\$40.22	\$1,515.10	\$63,399.00	San Joaquin
Lydia Fisher	436 BLOSSOM DR RIPON CA 95366	259-550-510-000	CA077112085	200619-CA-RA-HPR-R-15FG	\$1,582.64	\$0.00	X	X	\$1,582.64	\$158.26	\$47.48	\$1,788.38	\$243,733.00	San Joaquin
Jiaxin Tan	134 Marbly Ave Daly City CA 94015	091-455-180	CA081104422	171020-CA-RA-HPR-R-25C	\$782.67	\$391.34		X	\$391.33	\$39.13	\$11.74	\$442.20	\$910,257.00	San Mateo
Navdeep Hayer, Navjot Brar	1400 EDGEWOOD RD REDWOOD CITY CA 94062	008-021-040	CA081104635	191220-CA-RA-HPR-R-15F	\$5,640.60	\$2,820.30		X	\$2,820.30	\$282.03	\$84.61	\$3,186.94	\$1,365,390.00	San Mateo
Navdeep Hayer, Navjot Brar	1400 EDGEWOOD RD REDWOOD CITY CA 94062	058-021-040	CA081104638	200110-CA-RA-HPR-R-15F	\$3,289.91	\$1,644.96		X	\$1,644.95	\$164.50	\$49.35	\$1,858.80	\$1,365,390.00	San Mateo
Navdeep Hayer, Navjot Brar	1400 EDGEWOOD RD REDWOOD CITY CA 94062	058-021-040	CA081104640	200522-CA-RA-HPR-R-15FG	\$5,859.58	\$2,929.79		X	\$2,929.79	\$292.98	\$87.89	\$3,310.66	\$1,365,390.00	San Mateo
RACHEL TORIO	2600 Medina Dr San Bruno CA 94066	017-362-180	CA081104676	211007-CA-RPP-R-10	\$1,503.89	\$751.95		X	\$751.94	\$75.19	\$22.56	\$849.69	\$271,756.00	San Mateo
Ralph Asher, Annette Asher	1217 Sycamore Ct Gilroy CA 95020	783-39-052	CA085102801											

Owner Name	Situs Address	Tax Parcel Number	Participant ID	Bond Series	Levy Amount	Paid Amount	Delinquent Installment [2]		Delinquent Amount	Penalty [3]	Interest [4]	Total Delinquent	Total Assessed Value [1]	County [5]
							1st	2nd						
Bonnit Braxton, Terrence Hariston	412 MCGRUE CIR VALLEJO CA 94589	0068-392-300	CA095109953	201009-CA-RA-HPR-R-10FG	\$6,964.06	\$0.00	X	X	\$6,964.06	\$696.41	\$208.92	\$7,869.39	\$231,155.00	Solano [5]
Julie Bones	1308 Lily St Healdsburg CA 95448	002-672-008-000	CA097102863	171103-CA-RA-HPR-R-15C	\$5,177.50	\$0.00	X	X	\$5,177.50	\$517.75	\$155.33	\$5,850.58	\$276,321.00	Sonoma
Mary Trier	910 BENTON ST SANTA ROSA CA 95404	180-790-036-000	CA097103333	180831-CA-RA-HPR-R-15DE	\$1,755.28	\$877.64		X	\$877.64	\$87.76	\$26.33	\$991.73	\$71,852.00	Sonoma
Laurel Whittle	2035 Moran Ave Modesto 95354	034-017-007-000	RSL95126P-141124	150713-BE-WR-R-04-10B	\$3,086.38	\$0.00	X	X	\$3,086.38	\$308.64	\$92.59	\$3,487.61	\$250,967.00	Stanislaus
Barbara Anchondo, Joseph Anchondo	2605 Crommelin Ave Modesto 95350	005-041-074-000	RSL94886N-141228	150713-BE-WR-R-06-15B	\$158.76	\$0.00	X	X	\$158.76	\$15.88	\$4.76	\$179.40	\$155,804.00	Stanislaus
Donna Bridges	217 Eagle Ct Modesto 95350	120-002-010-000	RSL90146N-160104	160512-BE-CA-RA2-R-08-20C	\$2,692.04	\$0.00	X	X	\$2,692.04	\$269.20	\$80.76	\$3,042.00	\$102,760.00	Stanislaus
Norma Harck	2100 Olive Branch Dr Modesto 95351	037-012-030-000	RSL90131N-160105	160512-BE-CA-RA-R-03-15C	\$2,055.70	\$0.00	X	X	\$2,055.70	\$205.57	\$61.67	\$2,322.94	\$143,531.00	Stanislaus
Sean Choy	1605 Delphine Ave Modesto 95350	054-005-013-000	RSL89276N-160307	160512-BE-CA-RA-R-04-20C	\$3,518.12	\$0.00	X	X	\$3,518.12	\$351.81	\$105.54	\$3,975.47	\$260,394.00	Stanislaus
Katharine Griffin, Richard Griffin	2705 Riverbend Dr Modesto 95351	039-063-014-000	CA099105936	160513-CA-RA2-R-15C	\$2,143.64	\$0.00	X	X	\$2,143.64	\$214.36	\$64.31	\$2,422.31	\$304,478.00	Stanislaus
Bonnie Armond	1216 Moffett RD Modesto 95351	039-055-005-000	CA099106102	160603-CA-RA2-R-15C	\$2,102.72	\$0.00	X	X	\$2,102.72	\$210.27	\$63.08	\$2,376.07	\$472,341.00	Stanislaus
T. Adair Simmons	713 Thrasher Ave Modesto CA 95354	035-044-078-000	CA099106905	170324-CA-RA3-R-20C	\$2,609.68	\$0.00	X	X	\$2,609.68	\$260.97	\$78.29	\$2,948.94	\$44,127.00	Stanislaus
Victor John, Jason John	3001 Park Royal Dr Ceres CA 95307	053-039-077-000	CA099107601	170428-CA-RA3-HPR-R-15C	\$2,040.56	\$0.00	X	X	\$2,040.56	\$204.06	\$61.22	\$2,305.84	\$220,033.00	Stanislaus
Guadalupe Jauregui	2164 Shire Way Turlock CA 95380	088-012-039-000	CA099107725	170519-CA-RA3-HPR-R-15C	\$1,122.36	\$561.18		X	\$561.18	\$56.12	\$16.84	\$634.14	\$351,831.00	Stanislaus
Paul Biesemeier	3904 Semallon Dr Modesto CA 95356	055-032-080-000	CA099108664	170804-CA-RA-HPR-R-15C	\$1,521.82	\$0.00	X	X	\$1,521.82	\$152.18	\$45.65	\$1,719.65	\$451,543.00	Stanislaus
Michael Inderbitzin	302 N Santa Ana AVE Modesto 95354	108-011-014-000	CA099108283	170825-CA-RA-HPRCA4-R-20C	\$2,704.26	\$0.00	X	X	\$2,704.26	\$270.43	\$81.13	\$3,055.82	\$64,836.00	Stanislaus
Kimberly Kuffel	3219 High St Riverbank CA 95367	132-004-020-000	CA099108996	171117-CA-RA-HPR-R-25C	\$1,928.04	\$0.00	X	X	\$1,928.04	\$192.80	\$57.84	\$2,178.68	\$54,338.00	Stanislaus
David Adams, Angela Adams	2429 Bordona Dr Riverbank CA 95367	075-051-044-000	CA099109163	171201-CA-RA-HPR-R-10C	\$2,805.56	\$0.00	X	X	\$2,805.56	\$280.56	\$84.17	\$3,170.29	\$226,494.00	Stanislaus
Chad Ward	942 El Vecino Ave Modesto CA 95350	112-027-039-000	CA099109424	180202-CA-RA-HPR-R-15CD	\$1,609.02	\$0.00	X	X	\$1,609.02	\$160.90	\$48.27	\$1,818.19	\$227,183.00	Stanislaus
Christina Stark, Jeffery Stark	400 W UNION AVE Modesto CA 95356	055-038-016-000	CA099109901	180615-CA-RA-HPR-R-10CDE	\$890.04	\$0.00	X	X	\$890.04	\$89.00	\$26.70	\$1,005.74	\$657,948.00	Stanislaus
Susan Stacey	332 Lonely Oak St Yuba City CA 95991	055-030-012-000	CA101108536	170609-CA-RA2-HPR-R-15C	\$2,183.02	\$1,091.51		X	\$1,091.51	\$109.15	\$32.75	\$1,233.41	\$146,833.00	Sutter
Rosalio Perez, Oliva Perez	469 S WALTON AVE YUBA CITY CA 95993	057-150-079-000	CA101108775	200110-CA-RA-HPR-R-25F	\$1,601.64	\$0.00	X	X	\$1,601.64	\$160.16	\$48.05	\$1,809.85	\$395,352.00	Sutter
Alice Nielsen, Glen Nielsen	16775 Oak Hollow DR Cottonwood 96022	007-580-035-000	RTC95960N-160301	160909-CA-RA-R-20C	\$3,106.98	\$0.00	X	X	\$3,106.98	\$310.70	\$93.21	\$3,510.89	\$64,848.00	Tehama
Jose Bermudez, Maria Cortez	592 E Poplar AVE Porterville 93257	261-291-020-000	CA107107368	161028-CA-RA2-R-15C	\$1,188.00	\$0.00	X	X	\$1,188.00	\$118.80	\$35.64	\$1,342.44	\$93,582.00	Tulare
Jose Bermudez, Maria Cortez	592 E Poplar AVE Porterville 93257	261-291-020-000	CA107107319	161118-CA-RA2-R-15C	\$782.64	\$0.00	X	X	\$782.64	\$78.26	\$23.48	\$884.38	\$93,582.00	Tulare
Albert Velasco, Irene Velasco	1533 Orchard ST Tulare 93274	182-184-015-000	CA107107840	170210-CA-RA-R-20C	\$2,747.36	\$1,373.68		X	\$1,373.68	\$137.37	\$41.21	\$1,552.26	\$159,675.00	Tulare
Monica Martinez-Martinez	4245 W Monte Vista Ave Visalia 93277	119-152-006-000	CA107107889	170317-CA-RA3-R-10C	\$1,768.44	\$0.00	X	X	\$1,768.44	\$176.84	\$53.05	\$1,998.33	\$148,553.00	Tulare
Alberto Mendoza	519 S Santa Clara St Tulare CA 93274	175-382-007-000	CA107108514	170811-CA-RA-HPRCA2-R-15C	\$1,110.96	\$555.48		X	\$555.48	\$55.55	\$16.66	\$627.69	\$69,201.00	Tulare
Norma Alcazar	1065 E Cedar Ave Tulare CA 93274	176-276-014-000	CA107108579	170818-CA-RA-HPR-R-10C	\$3,394.32	\$1,697.16		X	\$1,697.16	\$169.72	\$50.91	\$1,917.79	\$85,903.00	Tulare
Danny Keene, Gloria Keene	1590 Pioneer Ave Porterville CA 93257	246-221-019-000	CA107108758	170922-CA-RA-HPR-R-15C	\$2,257.90	\$1,128.95		X	\$1,128.95	\$112.90	\$33.87	\$1,275.72	\$137,406.00	Tulare
Robert Myers	1747 Sonora Ave Tulare CA 93274	177-293-004-000	CA107108847	180614-CA-HLP-LEF-HPR-R-25AB-1	\$1,310.04	\$0.00	X	X	\$1,310.04	\$131.00	\$39.30	\$1,480.34	\$122,288.00	Tulare
Jackie Winter	780 GERRY LN PORTERVILLE CA 93257	247-250-035-000	CA107109634	181026-CA-RA-HPR-R-25E	\$1,645.90	\$0.00	X	X	\$1,645.90	\$164.59	\$49.38	\$1,859.87	\$64,538.00	Tulare
Mary Davis, Shane Davis	820 E Yucca Oxnard 93033	219-0-414-065	RVT93581C-151014	160114-BE-WR-R-08-20C	\$1,502.57	\$751.29		X	\$751.28	\$75.13	\$22.54	\$848.95	\$63,561.00	Ventura
Mary Davis, Shane Davis	820 E Yucca Oxnard 93033	219-0-414-065	RVT93581CB-151014	160512-BE-CA-RA-R-04-20C	\$3,731.25	\$1,865.63		X	\$1,865.62	\$186.56	\$55.97	\$2,108.15	\$63,561.00	Ventura
Patricia Smith	7403 Village 7 Camarillo 93012	170-0-090-165	CA111100950	160512-BE-CA-RA-R-03-15C	\$1,721.60	\$0.00	X	X	\$1,721.60	\$172.16	\$51.65	\$1,945.41	\$445,190.00	Ventura
Angel Noel	1357 Friant AVE Simi Valley 93065	638-0-181-245	CA111101635	160826-CA-RA2-R-10C	\$951.18	\$475.59		X	\$475.59	\$47.56	\$14.27	\$537.42	\$574,134.00	Ventura
Angela Anderson, Jeff Anderson	4053 Presidio Dr Simi Valley CA 93063	614-0-091-145	CA111102818	170616-CA-RA2-HPR-R-15C	\$2,780.83	\$0.00	X	X	\$2,780.83	\$278.08	\$83.42	\$3,142.33	\$715,091.00	Ventura
Sara Pyle	1043 W Iris St Oxnard CA 93033	203-0-242-245	CA111103555	180302-CA-RA-HPR-R-25CD	\$1,181.53	\$0.00	X	X	\$1,181.53	\$118.15	\$35.45	\$1,335.13	\$56,364.00	Ventura
Mohammed Nazeem	3268 SAN SALVADOR ST West Sacramento CA 95691	045-701-007-000	CA113105260	181005-CA-RA-HPR-R-25E	\$3,218.50	\$1,609.25		X	\$1,609.25	\$160.93	\$48.28	\$1,818.46	\$510,535.00	Yolo
Joel Banks	1196 Broken Spur Way Plumas Lake CA 95961	016-560-032-000	CA115108021	171215-CA-RA-HPR-R-20C	\$1,650.94	\$0.00	X	X	\$1,650.94	\$165.09	\$49.53	\$1,865.56	\$172,389.00	Yuba
Richard Baker, Cherie Baker	1747 MCCARTHY AVE OLIVEHURST CA 95961	013-680-004-000	CA115108185	180824-CA-RA-HPR-R-25DE	\$2,544.48	\$0.00	X	X	\$2,544.48	\$254.45	\$76.33	\$2,875.26	\$158,174.00	Yuba
Total WRCOG-HERO Residential Delinquencies:									\$977,934.65	\$97,793.57	\$29,338.02	\$1,105,066.24		
Samas Commercial Assessments														
Anita Pendurthi, Ravindra Prasad Pendurthi	4097 TRAIL CREEK RD RIVERSIDE CA 92505	142-090-042	20140308-01	200225-WR-C-R-1	\$31,032.54	\$0.00	X	X	\$31,032.54	\$3,103.25	\$930.98	\$35,066.77	\$4,17	

Owner Name	Situs Address	Tax Parcel Number	Participant ID	Bond Series	Levy Amount	Paid Amount	Delinquent Installment [2]		Delinquent Amount	Penalty [3]	Interest [4]	Total Delinquent	Total Assessed Value [1]	County [5]
							1st	2nd						
Landwin DMV LLC	1549 S Del Mar Ave San Gabriel, CA 91776	5360-019-075	Curio-6	20210422-WR-TC-CUR-30	\$444,953.96	\$0.00	X	X	\$444,953.96	\$44,495.40	\$13,348.62	\$502,797.98	\$75,491,087.00	Los Angeles
Total WRCOG-Twain Delinquencies:									\$2,824,483.06	\$282,448.29	\$84,734.50	\$3,191,665.85		

[1] Assessed values based on 2024 data for all counties, will be updated with 2025 data for the final file if data is available
[2] Delinquency data as of 7/10/2025.
[3] Penalty based on 10% of the delinquent assessment.
[4] Interest calculated based on 1.5% of the delinquent assessment per month from July 1, 2025 through August 31, 2025.
[5] Includes parcels in historically Teeter counties that may be removed from the final file.





Western Riverside Council of Governments

Joint Meeting of the WRCOG Executive Committee and Supporting Foundation

Staff Report

Subject: Professional Services Agreements for On-Call Planning Services with Birchline Planning LLC, Blais & Associates, Fehr & Peers, GHD, Michael Baker International, National Community Renaissance (National CORE), PlaceWorks, and WSP

Contact: Kassie Vickers, Planner II, kvickers@wrcog.us, (951) 405-6719

Date: August 4, 2025

Recommended Action(s):

1. Authorize the Executive Director to execute an On-Call Professional Services Agreement between WRCOG and Birchline Planning, LLC, for support to WRCOG and its member agencies with planning activities and advisory services in an amount not-to-exceed \$400,000, for a term through June 30, 2028. Any changes to the Agreement are subject to consultation by legal counsel.
2. Authorize the Executive Director to execute the renewal of the On-Call Professional Services Agreement between Blais & Associates for support to WRCOG and its member agencies with grant writing services in an amount not-to-exceed \$150,000, for a term through June 30, 2028. Any changes to the Agreement are subject to consultation by legal counsel.
3. Authorize the Executive Director to execute the renewal of the On-Call Professional Services Agreement between WRCOG and Fehr & Peers for support to WRCOG and its member agencies with transportation planning activities and advisory services in an amount not-to-exceed \$400,000, for a term through June 30, 2028. Any changes to the Agreement are subject to consultation by legal counsel.
4. Authorize the Executive Director to execute the renewal of the On-Call Professional Services Agreement between WRCOG and GHD for support to WRCOG and its member agencies with transportation planning activities and advisory services in an amount not-to-exceed \$400,000, for a term through June 30, 2028. Any changes to the Agreement are subject to consultation by legal counsel.
5. Authorize the Executive Director to execute the renewal of the On-Call Professional Services Agreement between WRCOG and Michael Baker International for support to WRCOG and its member agencies with planning and transportation planning activities and advisory services in an amount not-to-exceed \$400,000, for a term through June 30, 2028. Any changes to the Agreement are subject to consultation by legal counsel.
6. Authorize the Executive Director to execute the renewal of the On-Call Professional Services Agreement between WRCOG and National Community Renaissance (National CORE) for support to WRCOG and its member agencies with planning activities and advisory services in an amount not-to-exceed \$400,000, for a term through June 30, 2028. Any changes to the Agreement are

subject to consultation by legal counsel.

7. Authorize the Executive Director to execute the renewal of the On-Call Professional Services Agreement between WRCOG and Placeworks for support to WRCOG and its member agencies with planning activities and advisory services in an amount not-to-exceed \$400,000, for a term through June 30, 2028. Any changes to the Agreement are subject to consultation by legal counsel.
 8. Authorize the Executive Director to execute the renewal of the On-Call Professional Services Agreement between WRCOG and WSP for support to WRCOG and its member agencies with planning, grant writing and transportation planning activities, and advisory services in an amount not-to-exceed \$400,000, for a term through June 30, 2028. Any changes to the Agreement are subject to consultation by legal counsel.
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Summary:

WRCOG established its latest on-call planning services consultant bench in 2022 in order to conduct planning activities as an Agency and to provide direct technical assistance to its member agencies in an expedited fashion. The Professional Services Agreements established as part of the 2022 on-call bench expired on June 30, 2025, per WRCOG's Professional Services Agreement (PSA) Policy. WRCOG reopened its on-call bench to solicit more firms to join in March 2025. WRCOG is seeking to renew PSAs with seven of the firms which are currently on the on-call planning services consultant bench and are currently working on projects for WRCOG and its member agencies. WRCOG is also seeking to establish a new PSA with a consultant that will be working on projects for WRCOG and its member agencies.

Purpose / WRCOG 2022-2027 Strategic Plan Goal:

The purpose of this item is to request authorization for the Executive Director to enter into separate PSAs between WRCOG and Birchline Planning, Blais & Associates, Fehr & Peers, GHD, Michael Baker International, National Community Renaissance (National CORE), Placeworks, and WSP for on-call planning services to WRCOG and its member agencies. This effort aligns with WRCOG's 2022-2027 Strategic Plan Goal #5 (To develop projects and programs that improve infrastructure and sustainable development in the subregion).

Discussion:

Background

WRCOG has historically received requests from its member agencies for assistance on a variety of disciplines related to jurisdictions' planning efforts. WRCOG identified disciplines (Grant Writing Assistance, Land Use / Housing Planning and Transportation Planning) to provide direct assistance to its member agencies and established its On-Call Planning consultant bench in 2017 based on the identified disciplines to enable WRCOG the ability to act quickly and provide continued assistance to the member agencies as requested. Twelve consultants were deemed qualified to serve on the initial consultant bench in 2017 and PSAs for these consultants were established in 2017. These PSAs expired in June 2022 in order to adhere to the WRCOG PSA Policy.

A new On-Call Planning consultant bench was established in 2022. A total of 12 consultants were determined to be qualified to serve on the consultant bench for the variety of disciplines established in

2017, and PSAs were established accordingly based on WRCOG's work plan and requested work to consultants. Most of the PSAs established as part of the 2022 consultant bench expired on June 30, 2025.

WRCOG has been satisfied with the qualified consultants on the 2022 consultant bench but did want to provide the opportunity for additional consultants to be added to the consultant bench. A Request for Proposals (RFP) was released on March 17, 2025, as an opportunity to add consultants to the On-Call Planning Bench. The RFP included language indicating that any consulting firm part of the 2022 consultant bench need not submit a new proposal. Seven consultants from the 2022 bench and one new consultant are currently working on projects for WRCOG and its member agencies, so WRCOG is proposing to establish a new PSA, in order for the projects to continue on without a lapse in between PSAs. These new On-Call PSAs will establish an agreement between WRCOG and the respective consultant between July 1, 2025, through June 30, 2028.

On-Call PSAs are established with specific language stating that specific work is authorized through a task work order process, and that WRCOG is under no obligation to provide the funding as set in the On-Call Agreement. Under this process, the contract or contract amendments specify the maximum amount of work that is authorized. Staff then works with the various professional service providers to authorize work on specific tasks as needed throughout the fiscal year. 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.

It is also important to note that the term of the PSAs to be executed are for three years from the date of award. This enables the PSAs to align with the Agency's updated PSA Policy as part of the updated Purchasing and Procurement Policy, which was approved by the Executive Committee at its August 2, 2021, meeting. The "Period of Performance" section (Section D) of the "Purchases over \$10,000" portion of the Purchasing and Procurement Policy establishes that "Agreements shall be written for a period not to exceed three years from the date of award with no more than two options to renew or amend. Contracts shall not exceed a period of five consecutive years without prior approval from the Executive Committee. Prior to obtaining this approval, the Executive Director shall provide written documentation to the Executive Committee regarding an extension of a contract beyond five years. No contract shall be extended beyond five years without Executive Committee approval."

Per WRCOG's Policy, the Executive Director has single signature authority for contracts up to \$100,000. Contracts between \$100,001 and \$200,000 are to be reviewed by the Administration & Finance Committee (and approved only if the contract needs to be approved before the next scheduled Executive Committee meeting), and in general, contracts amounting to \$100,001 and larger are to be approved by the Executive Committee.

Present Situation

Funding Availability for On-Call Planning Activities: To date, activities that have utilized the On-Call Planning consultant bench have been funded through three main funding sources: the Transportation Uniform Mitigation Fee (TUMF) Program, the Local Transportation Fund (LTF), and the Regional Early Action Planning (REAP) Grant Program. An explanation of the funding sources is provided below.

- TUMF Program: Development in the subregion continues so the TUMF Program is generating

revenue. The TUMF Program has revenues of over \$74M for the 2024/2025 Fiscal Year through May 2025. WRCOG receives a portion of these funds (4%) for administering the TUMF Program, including consultants. TUMF collections are anticipated to continue at a consistent pace through the forthcoming fiscal year. The TUMF Program also funds special projects and analyses that are needed to assist with the administration of TUMF and to provide relevant information to member agencies with regard to various aspects of the TUMF Program. TUMF Activities in Fiscal Year (FY) 2025/2026 are included in the proposed budget for adoption by the WRCOG General Assembly.

- LTF: WRCOG receives an annual allocation of funds from the Riverside County Transportation Commission (RCTC) through the Transportation Development Act (TDA) of 1971. One of the funding sources that TDA established is the LTF that provides funds for regional planning. WRCOG is receiving \$1,221,000 for FY 2025/2026 through RCTC. WRCOG will continue to utilize LTF funding to assist member agencies with grant writing assistance and to conduct studies that will benefit its member agencies.
- REAP: WRCOG is receiving an allocation of \$1.6M through the SCAG REAP 2.0 Subregional Partnership Program. This funding was provided by the State of California to SCAG, which is the Metropolitan Planning Organization for southern California, including Riverside County. WRCOG will utilize over \$1M of this funding to provide direct consultant technical assistance to jurisdictions aimed to increase housing production.

Proposed PSA between WRCOG and Birchline Planning: Birchline Planning has assisted WRCOG and its member agencies on a subregional level. The proposed PSA to be established contains a not-to-exceed amount of \$400,000 that will come from the LTF Program and REAP 2.0. Birchline Planning will provide technical assistance and advisory services to WRCOG and its member agencies on land use. The activities that Birchline Planning will provide through the LTF Program are part of WRCOG's FY 2025/2026 Work Plan.

Proposed PSA between WRCOG and Blais & Associates (B&A): B&A has assisted WRCOG and its member agencies with activities in the Grant Writing Assistance discipline through the On-Call Planning consultant bench. The proposed PSA to be established contains a not-to-exceed amount of \$150,000 that will come from the LTF Program. B&A will continue to provide technical assistance and advisory services to WRCOG and its member agencies on grant opportunities, especially with technical assistance on the development of grant applications for member agencies. B&A will also continue to provide bi-weekly tables containing grant opportunities. The activities that B&A will provide through the LTF Program are part of WRCOG's FY 2025/2026 Work Plan.

Proposed PSA between WRCOG and Fehr & Peers (F&P): F&P has assisted WRCOG and its member agencies with activities in the Transportation Planning discipline through the On-Call Planning consultant bench. The proposed PSA to be established contains a not-to-exceed amount of \$400,000. It is anticipated that approximately \$300,000 will come from the LTF Program and \$100,000 will come from the TUMF Program. F&P has provided technical assistance to WRCOG and its member agencies through conducting due diligence of a regional Vehicle Miles Traveled Mitigation Program, along with the development of the necessary documents and materials for the Program. F&P has also assisted WRCOG to ensure that the TUMF Program complies with pieces of legislation, like Assembly Bill (AB) 602 and AB 98. Lastly, WRCOG has conducted a number of big data analyses for member agencies with the help of F&P's expertise. WRCOG intends to continue these types of analyses and assistance to

its members in the coming months. The activities that F&P will provide through the LTF Program and TUMF Program are part of WRCOG's FY 2025/2026 Work Plan.

Proposed PSA between WRCOG and GHD: GHD has assisted WRCOG and its member agencies with activities in the Transportation Planning discipline through the On-Call Planning consultant bench. The proposed PSA to be established contains a not-to-exceed amount of \$400,000 that will come from the TUMF Program. GHD has provided continued assistance with the TUMF Program and the TUMF Nexus Study and it is anticipated that the need for assistance will continue. The activities that GHD will provide through the TUMF Program are part of WRCOG's FY 2025/2026 Work Plan.

Proposed PSA between WRCOG and Michael Baker International (MBI): MBI has provided assistance to WRCOG and its member agencies with activities in the Transportation Planning and Land Use / Housing Planning disciplines. The proposed PSA to be established contains a not-to-exceed amount of \$400,000 that will come from the REAP 2.0 Grant Program and the TUMF Program. MBI has provided assistance with the TUMF Program and the TUMF Nexus Study and it is anticipated that the need for assistance will continue. MBI will also continue to provide technical assistance to member agencies through REAP 2.0. All of the activities that MBI will provide through REAP 2.0 and the TUMF Program are part of WRCOG's FY 2025/2026 Work Plan.

Proposed PSA between WRCOG and National Community Renaissance: National Community Renaissance (National CORE) has assisted WRCOG and its member agencies with activities in the Land Use / Housing Planning discipline. The proposed PSA to be established contains a not-to-exceed amount of \$400,000. It is anticipated that approximately \$200,000 will come from the LTF Program and \$200,000 will come from the REAP 2.0 Grant Program. National CORE will continue to provide assistance and advisory services to WRCOG and its member agencies on housing legislation and the development of a Housing Implementation Tool that will assist member agencies with implementing housing legislation that deals with the many different aspects and processes at a jurisdiction. National CORE will also continue to provide technical assistance to member agencies through the REAP 2.0. All of the activities that National CORE will provide through the LTF Program and the REAP 2.0 are part of WRCOG's FY 2025/2026 Work Plan.

Proposed PSA between WRCOG and Placeworks: PlaceWorks has assisted WRCOG and its member agencies with activities in the Land Use / Housing Planning discipline. The proposed PSA to be established contains a not-to-exceed amount of \$400,000. It is anticipated that approximately \$200,000 will come from the LTF Program and \$200,000 will come from the REAP 2.0 Grant Program. Placeworks will continue to provide assistance to WRCOG on socio-economic data updates and advisory services to member agencies. Placeworks will also continue to provide technical assistance to member agencies through REAP 2.0. All of these activities that Placeworks will provide through the LTF Program and REAP 2.0 are part of WRCOG's FY 2025/2026 Work Plan.

Proposed PSA between WRCOG and WSP: WSP has assisted WRCOG and its member agencies with activities in the Transportation Planning and Land Use / Housing Planning disciplines. The proposed PSA to be established contains a not-to-exceed amount of \$400,000. It is anticipated that approximately \$200,000 will come from the LTF Program and \$200,000 will come from the REAP 2.0 Grant Program. WSP will continue to provide direct technical assistance to member agencies through REAP 2.0. WSP will also continue to provide support and maintenance of the County-wide transportation analysis model, RIVCOM. All of these activities that WSP will provide through the LTF Program and REAP 2.0 are part

of WRCOG's FY 2025/2026 Work Plan.

Prior Action(s):

None.

Financial Summary:

The Transportation and Planning Department activities are included in the Agency's adopted FY 2025/2026 budget under the Transportation Department. These specific agreements will be funded by the TUMF Program (Fund 110), REAP 2.0 Program (Fund 110) and Local Transportation Fund (Fund 210).

Attachment(s):

[Attachment 1 - Birchline Planning On-Call PSA](#)

[Attachment 2 - Blais & Associates On-Call Planning PSA](#)

[Attachment 3 - Fehr & Peers On-Call Planning PSA](#)

[Attachment 4 - GHD On-Call Planning PSA](#)

[Attachment 5 - Michael Baker International On-Call Planning PSA](#)

[Attachment 6 - National Community Renaissance PSA](#)

[Attachment 7- Placeworks On-Call Planning PSA](#)

[Attachment 8 - WSP On-Call Planning PSA](#)

Attachment

Birchline Planning LLC On-Call
Planning PSA

**WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
PROFESSIONAL SERVICES AGREEMENT
FOR ON-CALL SERVICES
FOR Birchline Planning
LLC
CONTRACT NUMBER 2026-65-1400-008**

1. PARTIES AND DATE.

This Agreement is made and entered into this 1 day of July , 2025, by and between the Western Riverside Council of Governments, a California public agency ("WRCOG"), and Birchline Planning LLC. ("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 planning and advisory services to public clients, 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 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). A Project under this Agreement may include providing on-call assistance for other member agencies as directed by Task Order(s). These Projects provide assistance to the various jurisdictions and member agencies of WRCOG.

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 professional services in planning and transportation planning ("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. If the Project involves providing assistance to a member agency under the Program, the Consultant is required to keep WRCOG up to date and informed of any communication between the Consultant and any member agency that the Consultant is performing on-call assistance for through the Task Order.

3.1.2 Term. The term of this Agreement shall be from July 1, 2025 to June 30, 2028 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 ~~Executive Director~~ Christopher Gay, Deputy Executive Director 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 Juli Beth Hinds 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 \$1,000,000 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 ~~\$4000~~ 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 ~~2026651400008~~, 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: Birchline Planning LLC
48 South Main Street
Waterbury, VT 05676
Attn: Juli Beth Hinds

WRCOG: Western Riverside Council of Governments
3390 University Avenue, Suite 200
Riverside, CA 92501
Attn: Christopher Gray
Phone: (951) 405-6700

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

Birchline Planning LLC

By: Juli Beth Hinds

Title: Principal

APPROVED AS TO FORM:

By: _____

ATTEST:

By: Juli Beth Hinds

*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

[INSERT]

Exhibit “A”

Founded in 2012 to provide flexible and efficient support, **Birchline Planning LLC** is a woman-owned small business. For over 30 years Juli Beth Hinds, AICP, Birchline Planning’s founder and Principal, has provided public and private-sector clients with unique and effective leadership and expertise in land use planning, water resources, program development, financial management, and public communications. Working in partnership with other outstanding professionals, firms and organizations, Birchline Planning has helped clients throughout the US and eastern Canada with projects focused on: (1) **Integrating engineering with planning, zoning and capital budget processes**, bridging the gaps between engineering, regulation, real estate analysis and land use planning through effective communication and technical analysis. (2) Realistic **planning and financing strategies** for water infrastructure, transit implementation, open space conservation, and new public facilities using available financing techniques, such as TIF or special purpose districts, stormwater enterprise funds, CDBG and US EPA grant programs, fees-in-lieu, and impact fee programs. (3) **Code and process audits**, helping communities and stakeholders understand where and how regulations, market conditions, and ‘people issues’ are interacting to shape outcomes. (4) **Zoning, code and design manual updates**, whether comprehensive overhauls of regulations and plans or focused on specific topics such as barriers to housing types or stormwater standards plans. (5) Engagement and training through **innovative workshops, training sessions, and presentations** that help agencies, professionals, and interests work together on challenging water resource and land use issues, ranging from homeowner association financial responsibility for storm water systems to complex state-wide policy issues; and (6) **Expert witness and private development services**, helping select clients navigate the permitting and legal process with competent and ethical consultant support.

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
BILLING RATES

<u>Name</u>	<u>Title</u>	<u>Hourly Rate</u>
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[INSERT]

Attachment

Blais & Associates On-Call Planning
PSA

**WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
PROFESSIONAL SERVICES AGREEMENT
FOR ON-CALL SERVICES
FOR Blais & Associates
CONTRACT NUMBER 2026-65-1400-006**

1. PARTIES AND DATE.

This Agreement is made and entered into this 1 day of July, 2025 , by and between the Western Riverside Council of Governments, a California public agency ("WRCOG"), and Blais and Associates, a Limited Liability Corporation ("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 grant writing and advisory services, 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 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). A Project under this Agreement may include providing on-call assistance for other member agencies as directed by Task Order(s). These Projects provide assistance to the various jurisdictions and member agencies of WRCOG.

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 professional services in planning and transportation planning ("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. If the Project involves providing assistance to a member agency under the Program, the Consultant is required to keep WRCOG up to date and informed of any communication between the Consultant and any member agency that the Consultant is performing on-call assistance for through the Task Order.

3.1.2 Term. The term of this Agreement shall be from July 1, 2025 to June 30, 2028 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 ~~Executive Director~~ Christopher Gay, Deputy Executive Director 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 Whitten Guajardo 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 ~~\$15,000~~ 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 ~~2026-65-1400-006~~, 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: Blais & Associates
2807 Allen Street, Ste. 2050
Dallas, TX 75204
Attn: Whitten Guajardo

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

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

Blais & Associates

By: Whitney Brundage

Title: Vice President

APPROVED AS TO FORM:

By: _____

Its General Counsel
Best Best & Krieger LLP

ATTEST:

By: Whitney Brundage

*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**

[INSERT]

Exhibit “A”

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
BILLING RATES

<u>Name</u>	<u>Title</u>	<u>Hourly Rate</u>
--------------------	---------------------	---------------------------

[INSERT]

Attachment

Fehr & Peers On-Call Planning PSA

**WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
PROFESSIONAL SERVICES AGREEMENT
FOR ON-CALL SERVICES
FOR Fehr & Peers
CONTRACT NUMBER 2026-65-1400-007**

1. PARTIES AND DATE.

This Agreement is made and entered into this 1 day of July 2025, by and between the Western Riverside Council of Governments, a California public agency ("WRCOG"), and Fehr and Peers, a California Sub Chapter S-Corporation ("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 transportation planning and advisory services to public clients, 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 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). A Project under this Agreement may include providing on-call assistance for other member agencies as directed by Task Order(s). These Projects provide assistance to the various jurisdictions and member agencies of WRCOG.

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 professional transportation planning and advisory services to WRCOG ("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 July 1, 2025 to June 30, 2028 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 two 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 Christopher Gray, Deputy Executive Director 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 Jason Pack, principal, 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. Except under the Professional Liability Insurance, 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. Beginning twelfth months from the date of this agreement, such rates may be adjusted once annually by mutual agreement between WRCOG and Consultant, to reflect Consultant's then going rates. 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 \$400,000 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 2026-65-1400-007, 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: Fehr & Peers
3750 University Avenue, Ste. 225
Riverside, CA 92501
Attn: Jason Pack

WRCOG: Western Riverside Council of Governments
3390 University Avenue, Suite 200
Riverside, CA 92501
Attn: Christopher Gray
Phone: 951-405-6700

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,

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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 or independently of Consultant's performance 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. However, notwithstanding any provisions to the contrary, Consultant may reference WRCOG and the nature of its work under this Agreement as documentation of its experience and expertise.

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 negligent 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

Title: Executive Director

APPROVED AS TO FORM:

By: _____

Its General Counsel
Best Best & Krieger LLP

Fehr & Peers

By: Steven J Brown

Steven J. Brown, P.E.

Title: Senior Vice President

ATTEST:

By: Lysa Wollard

Lysa Wollard
Chief Financial Officer

*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**

[INSERT]

Exhibit “A”



Approach and Understanding of WRCOG's Needs

The following outlines our management plan for the Transportation Planning discipline, including project controls and implementation and our detailed scope of work. Our team's project organization chart shows how we expect to respond to a given Task Order pertaining to the TUMF Program, RIVCOM, or Transportation Planning Support.

In general, our approach is to work with WRCOG to understand the opportunities that need to be addressed, craft a specialized scope of work to address those opportunities, and put our best resources on the project to complete it successfully. We find that working collaboratively to understand the project enables us to craft a detailed scope of work and fee estimate to successfully complete the work effort. After developing the detailed scope of work, we focus on staffing it with the best people from our firm to ensure that the technical assessment is completed accurately, on time, and on budget.

Project Controls and Implementation

QUALITY CONTROL

Fehr & Peers employs a 4-step quality control process. The first step is a review by the individual responsible for production of each work product. The second step is a review by the Task Leader responsible for each technical study area. The third is a review of every work product by the Project Management team. The fourth, and final, stage is a review by a member of the QA/QC team.

Fehr & Peers has developed an extensive quality

assurance and quality control plan that we implement on every project. We pride ourselves in our personal commitment to each client, which is reflected in the resources we devote to client service and producing a high-quality product. Our quality assurance plan consists of the following quality control procedures:

- Record Management & Retention
- Schedule Control
- Creation of Standard Procedures
- Review Checklist
- Internal/External Training
- Internal Review by Discipline Group
- Group & Review by Third Party

All documents are reviewed by at least one Senior Associate or Principal. Products are reviewed with respect to technical quality, innovation, implementation, and context. In addition, proactive project management and client service is paramount to our success. Two key factors for a successful project are budget and schedule control. Project managers receive weekly reports on the financial status of their projects and have frequent communication with the Principal-in-Charge.

Fehr & Peers recognizes the need and knows how to balance our technical abilities with the important project management aspects of cost, schedule, quality, communication, and coordination. To accomplish this, we focus on both doing the right thing and doing things right. Doing the right thing requires that we have a clear understanding of WRCOG's objectives, needs, expectations, constraints, and desired outcomes. Doing things right determines the ultimate success of the project and requires accurate data, reasonable assumptions, and the application of the right tools based on the context of each question we're trying to answer.

STAFFING APPROACH

We look for the most qualified person to assist WRCOG depending on the opportunity at hand. This has allowed WRCOG the opportunity to work with a variety of project managers, principals, and associates from throughout the firm to ensure that the most qualified persons are available and can provide the best advice to WRCOG and their projects.

For this on-call services proposal, we have

identified different staff members to serve as Principal-in-Charge, Project Manager (Task Leaders), or technical support staff based on the requirements of each Task Order. For any given Task Order the appropriate team will be assembled based on our staffing list (Appendix B). A staffing list is provided on page 30 that identifies the staff assigned to each Task Order type along with their billing rates.

VIRTUAL VS. IN-PERSON MEETINGS

With an office in Downtown Riverside, Fehr & Peers can offer the flexibility of attending meetings either in person or virtually without a significant difference in cost. All of our proposed Principals, Project Managers and Key Support staff are based in Southern California and work out of our downtown Riverside office as needed. We would assume one hour of meeting preparation time for the project manager and 30 minutes for key staff, plus the time required to attend the meeting (typically 30-90 minutes). Notes are prepared during meetings, so the project manager will typically only require 30 minutes to finalize and distribute notes and action items. Additional cost would be incurred only if non-SoCal staff (e.g. Ron Milam) were required to attend meetings in person.

Scope of Work

TUMF PROGRAM

WRCOG's Transportation Uniform Mitigation Fee (TUMF) Program is a regional fee program designed to provide transportation and transit infrastructure that mitigates the impact of new growth in Western Riverside County. As the administrator of Western Riverside County's TUMF Program, WRCOG serves the important role of allocating funds to improve transportation and transit facilities in the region while both accommodating and mitigating new growth in the area. With the combined issues of public funding restraints and increased growth in the region, the TUMF Program will increasingly become indispensable in providing Western Riverside County with essential transportation infrastructure. Fehr & Peers has developed and provided support for numerous impact fee programs in the Inland Empire and can assist WRCOG in continually improving its fee program's structure and fund allocations. We anticipate that Task Orders related to the TUMF Program may include the following elements.

Maintain the Programmatic Aspect of the TUMF Program

Fehr & Peers team members have extensive TUMF knowledge and additional knowledge of fee programs throughout California and in other states. We developed the WRCOG TUMF web map in 2018 to assist WRCOG in presenting TUMF information through an on-line GIS portal sharing of TUMF information. The tool allows the user to easily make changes to the TUMF data and update the geometry files to reflect

those changes. Through that direct TUMF project experience, we are familiar with the current TUMF procedure and can work with WRCOG to support the maintenance of the TUMF program and the tool, including updates of network, rates, calculation methodology and other improvements. We will bring additional experience to TUMF enhancements if needed.

In addition, the TUMF Program needs updates to reflect current legislative requirements and/or respond to changes in the TUMF network or land use assumptions. One example of this is AB 602 - the new legislation that requires fee programs to consider how development size affects its impact to TUMF facilities. As such, we are currently under contract and coordinating with WRCOG to identify neighborhoods of varying household sizes and using big data to understand how household size affects trip generation.

Update the Fee Calculation Handbook

Fehr & Peers will update the TUMF Fee Calculation Handbook with new improvements as needed.

One opportunity to improve the WRCOG TUMF Program exists in mixed use development. Mixed use developments, which can provide a combination of residential and commercial uses, generate fewer external vehicle trips and lower VMT than traditional development and can allow Western Riverside to achieve its greenhouse gas emissions targets. Mixed use developments, by generating fewer external vehicle trips, also reduce the need for roadway construction and

maintenance. Our experience developing fee programs and our research into mixed use trip internalization with the EPA can be utilized to add a mixed-use reduction to the TUMF program to reflect the local trips that do not get exported to the regional TUMF network.

In addition to the trip reductions associated with mixed use, we would also work with WRCOG to identify if additional reductions should be taken for trips associated with comprehensive transportation demand management (TDM) programs. Fehr & Peers also has extensive experience with this type of application through our work on the CAPCOA best practices methodology for estimating trip reductions due to TDM.

We will use our findings to recommend a methodology for TUMF fee reductions and incorporate them into the TUMF Fee Calculation Handbook. Our methodology, analysis, and recommended approach will be documented into an updated Handbook chapter.

Respond to the Requests and Questions on the TUMF Program

Fehr & Peers will coordinate with WRCOG and project applicants to provide in-time response for TUMF related requests and questions as part of this service.

RIVERSIDE COUNTY TRANSPORTATION ANALYSIS MODEL (MODEL)

RIVCOM—released in summer 2021 to replace the previous RivTAM model—has a 2018 base year, a 2045 future year, and is consistent with the 2020 Southern California Association of Governments (SCAG) Regional Transportation Plan and Sustainable Communities Strategies (RTP/SCS) land use and roadway network.

Additional modifications were applied to RIVCOM to make it more sensitive to Riverside County projects and applications including Vehicle Miles Traveled (VMT) estimation. RIVCOM utilizes a new TAZ boundary shape file (for more detail in Riverside County) which better nests within City Boundaries.



The new model includes most of San Diego County, Orange County, the Valley Region of San Bernardino County, and appends trip length information to all model external stations to not truncate VMT headed to those areas.

Fehr & Peers is currently using RIVCOM on a variety of infrastructure projects and development projects, and we are prepared to assist WRCOG with further modifications and applications of RIVCOM as needed. Additionally, our experience with RIVCOM allows us to provide valuable support as the model is updated in the coming years.

Model Update and Maintenance

As the developer of RIVCOM, Fehr & Peers developed the full model inputs and is familiar with the population synthesizer procedure in RIVCOM. We have the expertise to update the model network socio-economic data efficiently and accurately according to request.

Model Enhancement

Fehr & Peers can utilize our experience in model development to trouble-shoot and solve potential issues with the model operations, including the standard four-step model procedure (Trip Generation, Trip Distribution, Mode Split and Trip Assignment) and post-processing applications (VMT Tool, EMFAC Tool and Active Transportation Tool). We will work with WRCOG to release new model version, as needed, and can coordinate on model releases using the github site utilized by WSP to release RIVCOM updates.

OTHER TRANSPORTATION PLANNING SUPPORT

The work plan provided below has been tailored to refine the ATP tasks identified in the RFP's Scope of Work. The work plan details components associated with Active Transportation Program Support and Big Data Support.

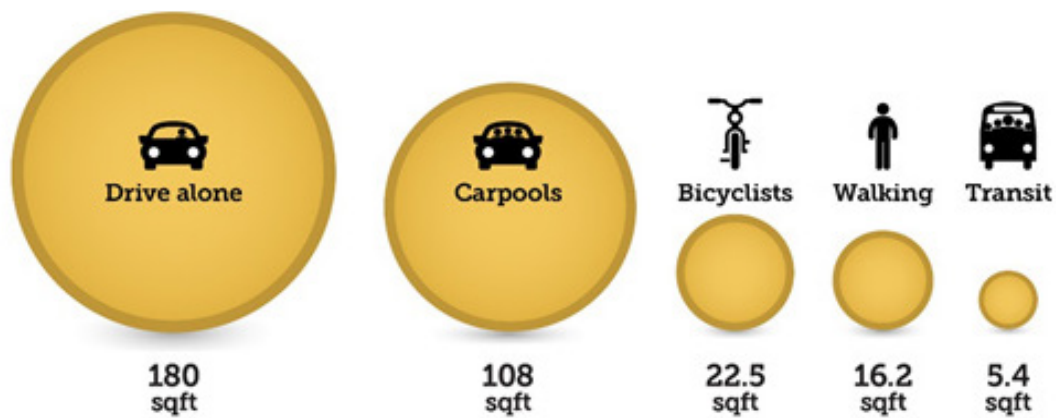
Active Transportation Program Support

Fehr & Peers completed the WRCOG Active Transportation Plan in 2018. This plan focuses on enhancing the non-motorized infrastructure throughout the region, in hopes of closing regional gaps in the bicycle and pedestrian network, with input from local jurisdictions. Some potential services that Fehr & Peers could provide in support of WRCOG's active transportation program are described below.

- **Integrate Active Transportation with Current WRCOG Programs**

As new projects coming in, it is important to take into account increases in transportation demand from future developments in order to support bikeway and pedestrian expansions. With our experience in developing fee programs and WRCOG ATP, Fehr & Peers possesses the knowledge and experience to incorporating the completed ATP into the WRCOG TUMF Program.

In order to incorporate the WRCOG ATP into the TUMF Program, we will establish the cost of building out the complete regional bicycle and pedestrian network, to integrate into TUMF Fees. Upon completion of the plan, the ATP will contain detailed cost estimates for 15 priority projects in the



region and a cost estimation tool for local jurisdictions to use for remaining projects. We will build upon the cost estimates that will be developed as part of the ATP and use WRCOG's cost estimation tool to calculate the cost to build out the full network. We will submit these cost estimates to each jurisdiction for their feedback.

Nexus will be established consistent with the requirements of AB 1600. As defined, a nexus represents "a reasonable relationship" between the needed improvement and new development.

There are a variety of methodologies to establish a reasonable relationship. Some methodologies we have applied on other fee studies include:

- The Ratio Method – This method reviews the existing ATP facilities and identifies the number of lane miles (or other metric) per existing population. Based on population growth associated with future development, we can identify the number of additional lane miles that would need to be constructed to provide similar

services which can be added into the fee program.

- Person Trip Method – This method would identify the number of a person trips (instead of vehicle trips) and would evaluate the cost of all facilities (active, transit, and person). Unlike a traditional vehicle-trip based fee model, a person-based program recognizes the benefits of trips with higher internalization and lower vehicle trips and the fact that transit, bicycle, and pedestrian trips have less of an impact on the transportation system. We will develop fee adjustments for projects by location in the region, taking into account the varying mode shares in different parts of Western Riverside County. Additionally, we can use other metrics like person space by mode to adjust the fee and nexus to deliver ATP projects as shown in the graphic on page 26 as not all trips occupy the same amount of space.

Depending on the identified methodology, we will establish the nexus for incorporation into the TUMF program.

- **Maximize Competitiveness for Grant Funding**

It is also important that funding exists to implement priority projects in ATP. Without a consistent, stable source of funding, ATP projects may not be built in a timely manner. Fehr & Peers can help WRCOG evaluate the competitiveness of key active transportation projects for ATP funding based on project criteria. We can also help WRCOG identify alternative funding strategies including the use of Highway Safety Improvement Program (HSIP) funds to cover safety-related project elements in locations with a significant collision history. Because a Local Roadway Safety Plan (LRSP) is required for local jurisdictions to remain eligible for HSIP funds, Fehr & Peers can also help local jurisdictions without LRSPs develop compliant plans to ensure that the WRCOG region remains eligible to bring in its fair share of safety funds.

Big Data Support

In the information age, the movement of people and goods generates an enormous amount of data. Therein lies the potential to add great value and insight when planning transportation decisions. Our data experts guide clients to identify data-driven solutions to a wide range of both simple and complex questions through advanced technology and insightful analysis. With optimal approaches to visual communication methods, we then translate data into visual representations, making it easy to understand for everyone. Our service for big data support includes:

- **Implement optimal analysis for data-driven, practical solutions**

Fehr & Peers works with clients to critically think about transportation data and transform it into optimum, community-focused solutions by applying it to specific needs for each project. We bring clients not only a deep understanding of the latest research and analysis techniques, but the ability to deliver practical, implementable solutions to improve communities.



- **Develop our own innovative tools and technology**

With our internally-funded research and development programs in data science, we not only use the latest technology – we also create it. We listen to the needs of our clients as well as the needs of the industry to develop our own efficient analysis methods and tools derived from a robust research process. Our suite of advanced tools reflects our expertise from across the country, and each tool is designed to provide accurate, data-driven performance metrics in a quick-response format.

- **Massive Data Processing and Security**

We have the ability to store, access, process, and – most importantly – secure massive data sets. With investments in database engineers and data scientists, we bring data from different sources together, automate functions that increase loading speed, and keep client data secure. This service improves our ability to meet client needs on transportation projects and make the experience a service of its own.

- **Custom Tools**

Our suite of tools leverages our collective experience from around the country to help us solve our clients’ problems in a range of technical areas. Each tool has been designed to provide accurate, data-driven performance metrics in a quick-response format that enables us to test multiple scenarios and produces effective and visually compelling summaries.

- **Real Time Data and Smart Cities**

By ingesting, storing, and organizing live data from many different sources, we – along with our teaming partners – can assist with live travel/event monitoring, visualizing and reporting directly through dashboards for day-to-day operations, day-after review, and year-over-year reporting.

HOURLY BILLING RATES

Classification	Hourly Rate
Principal	\$220–\$350
Senior Associate	\$195–\$290
Associate	\$160–\$245
Senior Engineer/Planner	\$145–\$195
Engineer/Planner	\$115–\$170
Senior Technician	\$135–\$200
Senior Administrative Support	\$165–\$170
Administrative Support	\$120–\$175
Technician	\$120–\$155
Intern	\$90–\$110

- Other Direct Costs/Reimbursable expenses are invoiced at cost plus 10% for handling.
- Personal auto mileage is reimbursed at the then current IRS approved rate (58.5 cents per mile as of Jan 2022).
- Voice & Data Communications (Telephone, fax, computer, e-mail, etc.) are invoiced at cost as a percentage of project labor.



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 "B"

EXHIBIT “C”

**COMPENSATION
BILLING RATES**

[INSERT]

OC17-WRCO - Final PSA - On Call Agreement

Final Audit Report

2025-07-07

Created:	2025-07-07
By:	Yesenia Alvarez (y.alvarez@fehrandpeers.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAxCskS9DcJWOLxYNjfyLdsFvRVn7VD_jx

"OC17-WRCO - Final PSA - On Call Agreement" History

-  Document created by Yesenia Alvarez (y.alvarez@fehrandpeers.com)
2025-07-07 - 5:22:16 PM GMT- IP address: 67.203.107.93
-  Document emailed to Steve Brown (s.brown@fehrandpeers.com) for signature
2025-07-07 - 5:24:58 PM GMT
-  Email viewed by Steve Brown (s.brown@fehrandpeers.com)
2025-07-07 - 5:35:26 PM GMT- IP address: 172.226.3.166
-  Document e-signed by Steve Brown (s.brown@fehrandpeers.com)
Signature Date: 2025-07-07 - 5:35:46 PM GMT - Time Source: server- IP address: 23.164.40.203
-  Document emailed to Lysa Wollard (l.wollard@fehrandpeers.com) for signature
2025-07-07 - 5:35:48 PM GMT
-  Email viewed by Lysa Wollard (l.wollard@fehrandpeers.com)
2025-07-07 - 5:36:43 PM GMT- IP address: 104.47.66.126
-  Document e-signed by Lysa Wollard (l.wollard@fehrandpeers.com)
Signature Date: 2025-07-07 - 5:36:54 PM GMT - Time Source: server- IP address: 24.6.165.175
-  Agreement completed.
2025-07-07 - 5:36:54 PM GMT

Attachment

GHD On-Call Planning PSA

**WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
PROFESSIONAL SERVICES AGREEMENT
FOR ON-CALL SERVICES
FOR GHD INC. Inc.
CONTRACT NUMBER 2026-65-1400-004**

1. PARTIES AND DATE.

This Agreement is made and entered into this 1 day of July, 2025 , by and between the Western Riverside Council of Governments, a California public agency ("WRCOG"), and GHD INC. Inc., a California S-Corporation ("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 transportation planning services to public clients, 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 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). A Project under this Agreement may include providing on-call assistance for other member agencies as directed by Task Order(s). These Projects provide assistance to the various jurisdictions and member agencies of WRCOG.

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 professional services in planning and transportation planning ("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. If the Project involves providing assistance to a member agency under the Program, the Consultant is required to keep WRCOG up to date and informed of any communication between the Consultant and any member agency that the Consultant is performing on-call assistance for through the Task Order.

3.1.2 Term. The term of this Agreement shall be from July 1, 2025 to June 30, 2028 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 ~~Christopher Gay, Deputy Executive Director~~ 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 Darren Henderson 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 ~~\$10000~~ 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 ~~2026651400004~~, 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: GHD INC.
320 Goddard Way, Ste. 200
Irvine, CA 92618
Attn: Darren Henderson
Phone: 949-648-5200

WRCOG: Western Riverside Council of Governments
3390 University Avenue, Suite 200
Riverside, CA 92501
Attn: Christopher Gray
Phone: 951-405-6700

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
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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

G H D I N C .

By:  _____

Title: Vice-President

APPROVED AS TO FORM:

By: _____

ATTEST:

By:  _____
Patricia Osoko, Secretary

*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 signatories, evidence of signature authority shall be

provided to WRCOG.

**EXHIBIT “A” SCOPE
OF SERVICES**

[INSERT]

Exhibit “A”

Approach to Completing the Scope of Work

The following section describes our approach to accomplishing the tasks defined in the RFP Scope of Work, including a sequential outline of major activities and responsible staff.

Project Management and Quality Assurance

GHD's management approach is based on the following key steps:

- Initial coordination with the WRCOG Project Manager to confirm a detailed staffing plan, work plan, budget and schedule for on-call task order
- Establish regular communications to discuss progress in terms of scope, schedule and budget, identify and address technical risks, and successfully deliver the work
- Identify and assign appropriate staffing and availability to meet scope and schedule demands
- Implement strong project controls to monitor and meet scope, schedule and budget requirements
- Plan, manage, and monitor the project progress

Our Project Manager, Darren Henderson, will maintain regular communications with the WRCOG Project Manager and key staff, as well as the GHD team. He will closely monitor work progress on assigned task orders against schedule and budgets utilizing GHD's integrated project management platform, will provide written progress reports and invoices to WRCOG on a monthly basis, and will work with assigned staff and/or WRCOG staff to promptly resolve issues that emerge. Furthermore, as project manager, Darren will have ultimate responsibility for Quality Control with responsibility for the accuracy, completeness, and timeliness of work products, reports, and documentation. In accordance with our corporate QA/QC plan, work will be organized, tracked, checked, communicated, and filed appropriately.

TUMF Program

Darren will provide support to WRCOG and program stakeholders as TUMF Program Liaison. This role is key for ongoing TUMF management and implementation providing as-needed programmatic support to WRCOG staff and the various agencies participating in

the program. Darren, along with other key members of the GHD team, have been responsible for developing the technical information used to develop previous TUMF Nexus Studies and have access to background information to address program related issues as they arise. Furthermore, through participation in TUMF and other local transportation projects, our team members have become familiar with those involved in TUMF implementation and can provide appropriate sensitivity and attention, when directed by WRCOG staff, to resolve outstanding issues.

Program liaison will be accomplished through a combination of on-site staff support, participation in regular virtual meetings and phone calls, and email correspondence. *(Typical costs for virtual meeting attendance and in-person meeting attendance are provided later in this section [see page 27], as requested in the RFP.)* When necessary, Darren will engage with other subject matter experts on the GHD team to have them provide additional support and guidance to WRCOG staff and program stakeholders on specific aspects of the program.

A specific function of program liaison will be participation in the bi-monthly Public Works Committee (PWC) meetings hosted by WRCOG and serving as the primary stakeholder reviewers in matters related to TUMF. **Darren will continue to participate in these meetings as he has done since 2000.** As necessary, additional GHD staff will be invited to participate in support of our ongoing work. In addition, Darren and/or other team members will participate in other WRCOG committee meetings, as directed, to accomplish program milestones and satisfy other program outreach needs.

A final vital role to confirm the ongoing success of the TUMF program is the provision of general program assistance. At the direction of the WRCOG Project Manager, the GHD team will provide technical support, as necessary, to assist WRCOG staff to administer the TUMF program, and to respond to requests and questions. This typically includes tasks such as confirming fee obligation consistent with the Nexus Study and existing policies, and completing ad-hoc revisions to the fee calculation handbook, as needed, to address unusual or unique development characteristics.

Accomplishing general program assistance tasks typically involves a review of the adopted TUMF Nexus Study and existing policy to make a recommendation to WRCOG staff. Fee Handbook revisions also typically require additional research of

trip generation characteristics for specific land use types and correlation of trip generation rates to those of standard TUMF fee categories.

Riverside County Transportation Analysis Model

Completed in 2021 to succeed the RIVTAM, the RIVCOM provides a valuable tool for supporting a variety of transportation planning activities in Riverside County, including the current update of the TUMF Nexus Study being conducted by GHD. RIVCOM was developed under the leadership of WRCOG with the intent to provide jurisdictions in Riverside County with a traffic forecasting tool that, while consistent with the SCAG regional travel demand model, provides a more appropriate level of detail to support transportation planning at the County or City level.

RIVCOM is a critical tool for quantifying the cumulative regional traffic impacts of new development as part of the TUMF Nexus Study Update. In preparation to support the TUMF Nexus Study Update, GHD key staff have completed a robust review of the RIVCOM networks, identified some discrepancies, and completed network coding to update the network as needed to streamline the TUMF evaluation. GHD staff also conducted a high-level validation of modeled traffic volumes to identify anomalies in traffic assignments, complete adjustments and verify the adequacy of the model to support analyses and provide reasonable results. Our process for preparing RIVCOM to support the TUMF program is consistent with the typical approach we would use on projects that require us to apply a travel demand model to support study analyses by first reviewing, troubleshooting, and validating the model as suitable for study purposes.

Our current work with RIVCOM as part of the TUMF Nexus Study Update provides our key staff with practical insights into the capabilities and functionality of the model. GHD staff are now intimately familiar with RIVCOM and are well equipped to support WRCOG staff on future tasks that would require application of the model, updating of model inputs, troubleshooting and resolution of model discrepancies, and analyzing model results.

Active Transportation Program Support

Following the completion of the WRCOG Active Transportation Plan, the focus of activity with Active Transportation in the WRCOG region has shifted to the implementation of the plan recommendations. This includes pursuing options for funding recommended active transportation improvements. To supplement local efforts to fund active transportation projects through traditional means, WRCOG has been utilizing consultant support to assist local jurisdictions preparing grant applications for programs that have been established to support active transportation project implementation.

Having a combination of experience preparing Active Transportation Plans for other California agencies and developing successful grant applications for active transportation projects, GHD staff are well equipped to assist WRCOG and local jurisdiction staff to assess possible future grant opportunities and support the preparation of future grant applications.

In addition to pursuit of grant opportunities, WRCOG has also previously discussed the potential to include active transportation projects as part of the TUMF program. Based on an initial review of the Active Transportation Plan recommendations, it appears a nexus could be established for the inclusion of regionally significant active transportation elements in TUMF, although there are few examples of similar integration of active transportation projects in a regional impact fee program that exist elsewhere. In preparation for advancing the integration of active transportation into TUMF, the GHD team would leverage our experience on numerous other impact fee programs and Active Transportation Plans to identify examples of methods for integrating active transportation projects into a transportation impact fee program.

The inclusion of active transportation projects, like other transportation projects in an impact fee program, will require making a nexus determination. It is anticipated this would include determining appropriate methods for screening active transportation projects to demonstrate regional

significance, quantifying the specific impacts of new development activity that requires mitigation by active transportation, and determining the proportion of existing unmet need that would be satisfied by the active transportation project(s). In addition, alternative funding commitments as well as the overlap of some types of active transportation facilities included as part of other eligible TUMF projects (i.e., Class II bike lanes provided as part of a TUMF roadway project) would need to be quantified to eliminate duplication of costs attributable to the TUMF program.

Big Data Support

GHD recognizes that data management has become overwhelming for many clients as they try to navigate myriad emerging technologies and data sources to serve their transportation planning and analysis needs. Our GHD Digital team was created with this in mind, providing staff that are knowledgeable in various aspects of data management and a full range of sources to inform our clients on how best to serve their data needs.

Our process for supporting clients to assess their data management needs typically begins with a review of the current state of their data sources to support their transportation-related services, including planning, operations and maintenance, funding and finance, and data management, as well as their ability to inform stakeholders. This review allows for the assessment of gaps and opportunities for improvement and supports the development of a list of prioritized initiatives for the improvement opportunities. Ultimately the outcome of this process is development of a strategy for data management following a holistic and integrated “program approach” aligned with the agencies' ongoing project priorities with prescribed actions for addressing the gaps and opportunities, and providing the business case for making changes in data management. As part of data management activities, we can assess which sources provide the best value for money and where there may be overlap or redundancy.

Our GHD Digital team can also assist clients by providing support in conducting data analyses. **The data you collect is only as valuable as your ability to extract meaningful information from it, and the GHD Digital team can assist you to analyze data to satisfy various purposes.** To support a data analysis task, the GHD Digital team would collaborate with the data user(s) to develop a clear understanding of the specific analysis outcomes desired – allowing the team to determine the most appropriate data sources and

analysis methods. Our staff is well-versed at utilizing a variety of big data sources, such as Inrix, StreetLight, Wejo, Replicant, and others, as well as using a full range of Federal, State and local government data sources to support analyses. We also provide a full range of data analytic services to meet evaluation needs. GHD provides the following data analytic services:

- Data conversion/migration to ArcSDE Conversion of CAD data to GIS layers
- Data model and database design
- Data quality and integrity
- Geodatabase schema
- FME workbench solutions for automation and quality control
- Python and C++ for workflow automation
- ESRI ArcMap and ArcGIS Pro for GIS editing
- ArcGIS Online
- ArcGIS Enterprise with Portal
- GIS strategy and planning
- Data management and GIS development
- ESRI field apps including Collector, Survey123, Explorer
- Standard, submeter and centimeter GPS data collection with iOS tablets and Eos receivers
- Web-based development capabilities including story maps, dashboards, and web apps through Portal or ArcGIS Online
- UAV imagery and elevation collection and processing capabilities with Pix4D
- CMMS and GIS system architecture, design and integration

Grant Writing Support

In the highly competitive and sought after Active Transportation Program, GHD has helped agencies develop ATP grant applications resulting in \$35.7 million of funding awarded to our clients over four cycles.

We have similar success in supporting HSIP and Sustainable Transportation Planning Grants and other award applications. GHD staff also have experience

and a deep understanding of writing about and planning for the various components that make up successful grant applications. Components such as disadvantaged communities' criteria, project narratives, effective, context sensitive and culturally appropriate community engagement, data and data driven solutions, and goals and objectives that are specific, measurable, action oriented, realistic, and time bound (SMART) – are critical to the success of a grant. GHD has repeatedly demonstrated our experience developing applications with these components and more.

Our GHD grant writing team is comprised of:

- **Kendra Ramsey, AICP:** She has experience in writing successful grants for programs such as RAISE, Active Transportation Program, Sustainable Transportation Planning Grants, Office of Traffic Safety Grants and many others.
- **Summer Lopez:** She has experience writing a successful grant for the Sustainable Transportation Planning Grant at a regional agency. She also previously served as one of the program managers at Caltrans HQ for the Active Transportation Program's non-infrastructure and plan project types, and also managed the state's Disadvantaged Communities Technical Assistance Program – which helped several local agencies receive funding through the ATP over the course of three cycles. She has a unique perspective on what it takes to prepare a successful grant application.

GHD will assist WRCOG in writing grants on an as-needed basis to plan for transformative projects for the communities within the region. GHD will provide grant writing support for funding opportunities at the regional, state, and federal levels. Cost control is always a key element in projects of this nature. We can evaluate funding sources to note application timelines, eligibility of applicants, and the competitiveness of the program. The funding sources and financing mechanisms will then be evaluated to determine those most relevant to and appropriate for the design team's concepts.

As the importance of transportation safety and non-motorized transportation mode shift, housing and a cleaner state continue to gain federal and state prioritization—likewise, so has new funding opportunities for active transportation, transportation safety projects and housing. GHD remains up-to-date and regularly tracks funding opportunities and will serve the agencies within the region of WRCOG to

write competitive applications for programs included, but not limited to:

- California Active Transportation Program
- Caltrans Sustainable Transportation Planning Grant Program
- California Strategic Growth Council Affordable Housing and Sustainable Communities Program
- Clean Cities-related grants
- New planning grant opportunities
- Transformative Climate Communities Program
- Infill Infrastructure Program
- Permanent Local Housing Allocations (PLHA)
- Transit Oriented Developing Housing Program
- Mobile home Park Rehabilitation & Resident Ownership Program (MPRRP)
- Multi-family Housing Program

Our staff will develop an updated bi-weekly repository of local agencies to access and apply for grants.



Special Issues, Problems or Risks

Key members of the GHD team have been engaged with WRCOG for two decades supporting the delivery of the TUMF program. Through our role in this work, we have noted four recurrent issues that have posed problems and risks to success. These issues, the inherent problem and/or risk, and our proposed solutions are summarized as follows:

Issue	Problem or Risk	Proposed Solution
Staff turnover at stakeholder agencies	Staff turnover at participating jurisdictions is frequent, introducing staff that are unfamiliar with WRCOG programs and the associated policies and procedures for implementation	The GHD team will continuously work with WRCOG staff to confirm stakeholders that are new to WRCOG are briefed on the basics of the programs that they are participating in, and are appropriately guided through program or project implementation. This effort can be accomplished through regular forums (like the PWC meetings) or through specific targeted outreach to new staff.
Participation by private sector partners	Since programs like TUMF affect private sector partners, the development community remains vigilant to changes in these programs, especially during periods of economic uncertainty	Private sector partners (i.e., BIA and NAIOP) should be invited (repeatedly) to participate in the Nexus Study Update and other similar program processes. This will assist them in understanding the steps being taken, and can observe concurrence on assumptions at each incremental step leading to the completion of a study effort.
Data availability and validity	Data sources can be disparate, sometimes dated and not universally accepted – exposing WRCOG program assumptions to criticism	The GHD team will continue to research the best available sources of data to meet WRCOG's various program needs, and will clearly describe available sources to stakeholders as the basis for achieving concurrence on use. In the absence of necessary data, GHD staff will coordinate with WRCOG staff on the potential need for special studies (e.g., the distribution center Trip Generation study recently completed by GHD key staff).
Shifting regulatory framework	AB-602, SB-13, and other recent changes to State Law have introduced new requirements with no established precedents for what the courts will find acceptable	GHD has been working on these issues for several years and has developed what we believe to be technically sound and legally defensible approaches to fulfilling the new requirements.

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
BILLING RATES

[INSERT]

Attachment

Michael Baker International On-Call
Planning PSA

**WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
PROFESSIONAL SERVICES AGREEMENT
FOR ON-CALL SERVICES
CONTRACT NUMBER 2026-65-1400-002**

1. PARTIES AND DATE

This Agreement is made and entered into this 1 day of July, 2025, by and between the Western Riverside Council of Governments, a California public agency ("WRCOG"), and Michael Baker International, Inc., a Pennsylvania C-Corporation ("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 planning advisory services to public clients, 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 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).

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 professional planning and transportation 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 July 1, 2025 to June 30, 2028 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 Christopher Gray, Deputy Executive Director 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 Jonathan Hofert, 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 applicable 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 written on a policy form coverage specifically designed to protect against negligent 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 **\$400,000** 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 **2026-65-1400-002**, 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: Michael Baker International, Inc.
3536 Concourse, Ste. 100
Ontario, CA 91764
Attn: Jonathan Hofert

WRCOG: Western Riverside Council of Governments
3390 University Avenue, Suite 200
Riverside, CA 92501
Attn: Christopher Gray
Phone: (951) 405-6700

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, except as may be required by law. 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, such approval to not be unreasonably withheld, delayed or conditioned. 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.

3.7 Force Majeure

Consultant shall not be liable for any failure to perform or any impairment to its performance to the extent such failure or impairment is caused by (i) any act of God, fire, flood, natural catastrophe, labor dispute or strike or shortage, national or state emergency, epidemic or pandemic, insurrection, riot, act of terrorism, war, or act of government; (ii) any action or inaction of client or owner or a third-party engaged by any of them; and/or (iii) any other event, occurrence, or circumstance beyond the reasonable control of Consultant (each, a "Force Majeure Event"). .

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

Michael Baker International, Inc.

By: _____

Christopher Alberts

Title: Vice President/Office Executive

APPROVED AS TO FORM:

By: _____

Its General Counsel
Best Best & Krieger LLP

ATTEST:

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

[INSERT]



E. Approach and Understanding of the RFP

TASK ORDER/ON-CALL SERVICES APPROACH

Michael Baker believes in working closely with WRCOG and member agency staff, the public, and stakeholders when preparing our plans, analyses, and communication tools. We have found that this approach results in greater buy-in by our clients and reduces the learning curve and review times on projects. Our approach will focus on understanding client needs, determining gaps/deficiencies in the client's current planning documents, and developing a course of action to fix these gaps.

All task orders will be coordinated by Michael Baker's Contract Manager Emily Elliott, AICP. Our approach to a typical task order will begin with a quick response to WRCOG and internal task order coordination. Depending upon the specific task order, Ms. Elliott will identify the appropriate task manager and coordinate an initial project meeting or phone call to understand WRCOG's expectations, including clarifications on the scope work and anticipated task schedule. We recognize that our project approach and tasks will vary depending on the type of service requested. This section summarizes the typical approach to a task order.

Gain Clarity of Task and Required Technical Staff

Michael Baker's contract manager and identified task manager will collaborate to identify the appropriate staff for the task order. If additional staff not identified in this proposal are necessary to support the team in a specialized capacity, resumes for the identified staff will be provided to WRCOG to demonstrate their qualifications relative to the task order. After meeting with WRCOG to get clarity on the task, Michael Baker will conduct a field review and/or document review to provide a comprehensive approach to the project. Through this process, we bolster our understanding of the task objectives, challenges, and opportunities.

Develop a Thorough Scope of Work

Once we have a good understanding of the task, we will develop a draft scope of work, deliverables, and fee. The scope of work will consider constraints and risks including fiscal constraints, community and advocacy group engagement, stakeholder engagement, operational analysis and mapping, and need to address environmental and regulatory compliance. After we submit the draft scope and fee, we will review with WRCOG to make sure we establish a mutual understanding of the project.

From our experience of past and current as-needed tasks, the more that WRCOG and Michael Baker team plan together during the scoping process, the more time and money will be saved over the course of the project. This improves the efficiency of the project, ensures clear communication during the project, and leads to completing the project on time and within budget.

Project Initiation

Upon agreement of the scope, fee, schedule, and notice to proceed, Michael Baker's task manager will hold an in-house team meeting where expectations, scope, procedures, budget, schedule with milestones and other pertinent information will be communicated. Tasks will be formally assigned immediately following the initial coordination meeting, strictly minding the project schedule. At project initiation, a project-specific Project Management Plan and Quality Control Plan will be developed and distributed to Michael Baker project for acknowledgment.

ON-CALL PLANNING SERVICES WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS

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Project Tracking and Project Management

The Michael Baker task manager will be responsible for scheduling and conducting regular project team meetings to review schedule, deliverables, budget, and quality control of all documents prepared for the project. Project management will be consistent with the “Michael Baker Way,” which encompasses an internalized full suite and systemic approach to project management. The result will be clear, concise studies/analyses with realistic results and implementable recommendations while maintaining schedule and staff accountability.

APPROACH FOR ENGAGEMENT AND TECHNICAL REPORTING

Community Engagement

Services identified by WRCOG in the scope of work may require some level of community or stakeholder engagement. Michael Baker will prepare a tailored Community/Stakeholder Engagement Plan that clearly identifies the meetings, activities, and details of each event included in the scope of work. Michael Baker has the in-house capability to develop project websites and interactive webtools, online and real-time surveys, and other highly effective, cost-effective engagement tools. We will identify the appropriate tools and activities that will provide the information needed to inform the planning process for the project.

Base Mapping and Technical Analysis

Michael Baker’s in-house GIS department, CADD specialists, and media arts team will be available for all projects. Their role on the project will be to prepare detailed base maps and project maps using available GIS database information and aerial photos. Our team has the ability to collect geocoded information in the field that can be easily translated into a GIS database. An example of this may be the collection of existing pedestrian ramp data or streetlight data. We are currently using this technology to collect streetlight data for the City of San Bernardino.

We have the in-house capability to develop GIS database tools such as pedestrian heat maps, housing capacity and sites inventory assessments, bicycle gap analysis, and transit access analysis. In developing the analytic tools for a project, Michael Baker will work closely with WRCOG and local agencies, if appropriate, to clearly define the approach and metrics for the task at hand. We will run test scenarios to ensure the results of the analysis are reasonable and aligned with expectations. Should the results vary from the expected results, Michael Baker will fully investigate the findings and determine if the results are accurate or if the methodology needs to be further refined to address issues in the analysis.

The results of the technical analysis are easily presented on maps and figures to clearly convey large quantities of highly technical information. We used this methodology in developing the analysis tool applied for the San Diego County Active Transportation Plan and Linda Vista Comprehensive Active Transportation Strategy.

Alternatives Analysis and Selection of Preferred Alternative

When conducting technical studies, many projects will involve the evaluation of more than one alternative or assessment of multiple metrics to identify a preferred solution. The key to successfully evaluating alternatives is the development of clear, unbiased analysis metrics. Metrics for a project will be established early on in the process and may be established collaboratively with stakeholders or key project team members. The metrics should reflect the goals and objectives of the project and should be measurable.

Reporting and Presenting

Reports submitted to WRCOG will be concise and easily understandable to the general public. We understand that many of the documents prepared under this contract will be made available to the public or integrated into regional planning documents. Michael Baker will ensure that all necessary technical information will be provided to support the findings of the report, but that the report itself is easy to understand for nontechnical readers. We work with technical editors to

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ensure that our final product is comprehensive and formatted to meet WRCOG’s expectations. Our media arts team provide high-quality graphics to support technical analysis and findings.

All of Michael Baker’s identified task managers are experienced public speakers and will be available to assist with presentations to elected officials, City Councils, commissions, and committees on behalf of WRCOG or in support of WRCOG on a task order.

UNFORESEEN CIRCUMSTANCES AND CHALLENGING SCENARIOS

Over recent years the State of California legislature has authored numerous housing bills of which our team stay abreast. When bills are signed into law it can present challenges for COGs and local governments to meet the mandated requirements in a timely fashion, or to comprehend the requirements. The Michael Baker team has experienced this with the implementation of AB 686 (Affirmatively Furthering Fair Housing) and AB 1398 (Pro housing local policies) which caught many agencies by surprise or presented requirements in a manner that was unclear and confusing. The time it takes to appropriately assess new legislation and create strategies and implementation plans is time lost to the project schedule. Our project team has learned from experience to track legislation, assess its impacts on current task orders and client projects, and to engage subject matter experts when necessary. Upon learning of a change in the regulatory environment, Michael Baker’s contract manager and technical team will brief WRCOG on the matter and provide a timeline for assessment and strategy building on a path forward.

QUALITY ASSURANCE QUALITY CONTROL (QA/QC) PROCESS

QC/QA is the cornerstone of our project management approach and is implemented through our in-house program based on the “The Michael Baker Way” QC program, as developed and instructed internally. Our QA begins with developing a close and continuous line of communication between our team and WRCOG. Under our protocol we keep an organized directory of all project-related communication, documents, images, data, and reports, which allows us to respond quickly to requests.

Projects will be evaluated by our internal peer review team—an approach to innovation and internal education that is implemented on every project. Our peer review panel consists of in-house professionals apart from the project team who have expertise in the subject area. This peer review will ensure that the reports prepared are clear, concise, and comprehensive, and most importantly, will result in meeting the objectives of WRCOG.

UNDERSTANDING OF SCOPE

Michael Baker has the in-house experience to propose on the full range of requested services in the RFP: transportation fee program technical assistance and transportation modeling support, housing policy and REAP program implementation, sustainability and resiliency planning, and grant writing and administration services.

Transportation Planning

TUMF Program

Michael Baker’s transportation planning team will provide administrative assistance, fee interpretation, and TIP assistance to WRCOG member agencies. Similar to the CVAG TUMF program, our project team will identify administration requirements, review transportation infrastructure needs and long-range planning documents, identify potential fee collection methods, and other administrative considerations. For TIP assistance, our staff will work with member agencies

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during the fee study to identify those projects eligible for the impact fee and their priorities. We have the in-house team of planners and engineers experienced in develop conceptual level plans and cost estimates that will support the overall fee program.

RIVCOM Model

With the goal of maintaining an updated travel demand model for use in regional transportation planning efforts, Michael Baker will review RIVCOM inputs including socio-economic data as well as roadway network characteristics such as numbers of lanes and connection points to determine recommended updates consistent with the latest version of approved planning documents. If required, the Michael Baker Team will trouble-shoot model results and provide recommendations to address any issues identified. Model processing will be conducted by a subconsultant approved to run the model, or by WRCOG’s consultant model staff. We understand the importance of the model in transportation planning decisions and all model updates will be reviewed for reasonableness and additional adjustments will be recommended and tested as needed.

Big Data

Streetlight data and other data collection service providers have a wealth of information available that provide a new layer to travel patterns analysis, crash analysis and mode choice. Michael Baker will leverage our experience with this data for an array of studies including origin and destination studies to validate travel patterns in the model, overlaying travel behaviors and patterns with land use data to identify underserved areas in communities and understanding trip lengths by mode for active transportation planning. We have a long-standing relationship with Streetlight data as a service provider, but have the ability to work with any vendor WRCOG works with or can work with data provided directly from WRCOG if available.

Michael Baker understands that fusing data, technology, and mobility requires flexibility and provides a growing opportunity for “smart planning” The core of any mobility support is understanding the end user needs and developing project goals that align with the needs or desired outcomes. We recognize that there are solutions for moving people that can reduce vehicular congestion and emissions, but the same can be said for moving goods to people. These varying layers of transportation modes and complexities are part of the integrated transportation system and are enhanced through smart technologies driven by big data.

Michael Baker will leverage our national experience and lessons learned in deploying—not just planning—smart mobility projects. We have also been deploying transportation technology projects and recognize the proper planning steps required as well as know how to recommend solutions that are sustainable given the fast pace of technology change. We follow straightforward approach when it comes to “big data” and technology in transportation.

- Review Framework Plan and Other Relevant Studies to Date
- Research Relevant Programs and Sponsors
- Identify Integration with Smart City Programs
- Develop a Strategy and Implementation Plan
- Produce a Final Report

Active Transportation

Our team has extensive experience in the planning, design, funding and construction of bikeways, sidewalks, dedicated multimodal pathways and complete streets. Our delivery of active transportation projects spans the project lifecycle from idea conception through construction and includes grant writing, grant administration, project management, data collection, existing conditions analysis, community engagement, project identification and prioritization, design, engineering, feasibility analysis, final improvement plans, specifications, construction staking, construction management,

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and public communication. Our clients value involvement of our design, engineering, and construction management professionals from early in the concept development and planning process, which prevents our clients from the pitfalls that may occur between concept and construction.

We understand the localized nature of active transportation planning and believe that there is no one-size-fits-all in active transportation planning or design. For all our projects, we seek to immerse ourselves in the community by participating in bicycle rides, walk audits, and pop-up events. We engage local pedestrian and bicycle advocacy organizations to understand their perspective on the issues and challenges within our study area. This helps our staff gain a better understanding of the day-to-day issues from the perspective of the pedestrian and cyclist. We are able then to tailor our approach and focus our efforts on issues of highest priority to WRCOG, local agency, and the community, to utilize the budget available most efficiently for the task.

Land Use Planning/Housing

Jurisdictional Support – Regional Early Action Planning Grant Project Assistance

Michael Baker has assisted numerous jurisdictions in the SANDAG, SCAG, and ABAG regions prepare their 6th Cycle Housing Element Updates. We have also provided housing technical assistance and staff augmentation through SBCTA's REAP 1.0 program. We understand State housing laws and the impacts they have on local agencies. Our staff make themselves available to agency staff for phone calls, meetings, document review, and even outreach and presentation support. As Housing Element Updates are nearing completion, we are turning our attention to housing program implementation. We have anticipated the needs of local agencies to implement rezoning programs, ordinance updates, conduct outreach and reporting programs, develop and distribute educational materials, and implement fair housing initiatives. As such, our team is prepared and ready to assist WRCOG agencies to successfully implement REAP programs.

Housing Legislative Support/Advocacy

While legislative mandates intend to generate positive impacts, local agencies frequently struggle with ways to meet those mandates. The Michael Baker team monitors legislation that may impact housing, transportation and land use planning, environmental planning and mitigation, and implementation of the California Environmental Quality Act (CEQA). We report activity to our clients, advise them in the drafting of comment letters, and help our clients prepare for new laws through briefs, presentations, and guidance documents. Such educational material is drafted for a diverse audience including public officials, agency staff, the development community, environmental organizations, and members of the public. Our team is accustomed to providing Technical Assistance (TA) directly to local agencies when grappling with regulatory requirements. Our in-house TA program consists of a core team of planners who are "on-call" to answer questions, review documents, and provide comments and feedback to local agencies.

General Planning Support

Michael Baker is committed to promoting and supporting projects, plans, and programs that advance economic vitality, environmental sustainability, and social equity. With Michael Baker's full service and multidisciplinary capabilities, we can provide services across a full array of resources i.e. Water, Energy, Renewable Energy, GHG, Pollution Prevention, Buildings, Regional & Local Planning, Net Zero projects, Electronic Stewardship, Sustainable Acquisition, Fleet/Transportation as well as assessment of GHG impact and reduction assessment at organizational level. We can provide training for environmental sustainability planning and compliance with industry certification programs as well as develop programs for WRCOG to follow standards such as APTA's Sustainability Commitment, GRI's reporting guidance, and others as desired by WRCOG.

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We help our clients implement GHG emission reduction and climate adaptation plans by targeting our key areas of related expertise, which include:

- Baseline assessment, Gap analysis, and Action Plans for reducing ecological footprint
- Conceiving and designing transportation reduction strategies
- Solid Waste Reduction, Diversion, and Management plans
- Solid Waste technology assessment and feasibility studies
- Economic analysis and feasibility studies
- Green Streets planning, designing, grant writing assistance, and constructing
- Improving efficiency of conveyance of water
- Preparing standards for and designing water-efficient landscaping
- Improving wastewater management, including design and construction of recycled water systems
- Technical studies and CEQA/NEPA documentation services

Additionally, Michael Baker offers hazard mitigation planning and emergency management services. This expertise is uncommon in a planning firm and complements our wide array of services related to sustainability, climate change, and resiliency.

Grant Writing Assistance

The role of our grant writing team is two part; first, to assist WRCOG member agencies with the preparation of grant applications and help with reporting requirements. Second, our team will develop a repository of grant opportunities updated on a bi-monthly basis for member agencies to access.

Our team identifies existing and potential funding opportunities by monitoring the activity of funding agencies as well as the federal and state legislative processes. Due to our grant writing and economic analysis for a variety of transportation planning/housing agencies and local jurisdictions, we stay vigilant of the latest funding including Caltrans/CTC ATP guidance and funding cycles, local measure tax funding for nonmotorized uses, and local funding sources such as developer fees, special district taxes, and nonprofit initiatives. We produce funding matrices of available revenues and evaluation factors to assess the viability and timing of funding for specific projects. Our funding review is accompanied by our ability to develop realistic financial strategies that package and match the variety of revenues and projects to further meet the agency's infrastructure needs. We understand local planning and design criteria and tailor our analysis and funding opportunities and work closely with the client to secure appropriate compliance.

Our team members participate in webinars and meetings where funding agencies share draft funding guidelines. Additionally, we seek debriefs on most applications we prepare to help our clients understand the strengths and weaknesses of the proposals and the proposed projects in their regional and community context. Lastly, we review our clients' capital improvement project lists as well as planning documents, including active transportation plans, parks master plans, habitat conservation plans, and integrated regional watershed management plans to identify, evaluate, and recommend opportunities where projects may be combined to be more competitive and more cost-effective for our clients.

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
BILLING RATES

[INSERT]

Attachment

National Community Renaissance
(National Core) On-Call Planning
PSA

**WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
PROFESSIONAL SERVICES AGREEMENT
FOR ON-CALL SERVICES
FOR National Community
Renaissance
CONTRACT NUMBER 2026-65-1400-003**

1. PARTIES AND DATE.

This Agreement is made and entered into this 1 day of July, 2025 , by and between the Western Riverside Council of Governments, a California public agency ("WRCOG"), and National Community Renaissance of California, a 501(c)3 public benefit corporation, doing business as Amplify Communities ("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 planning advisory services to public clients, 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 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). A Project under this Agreement may include providing on-call assistance for other member agencies as directed by Task Order(s). These Projects provide assistance to the various jurisdictions and member agencies of WRCOG.

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 professional services in planning and transportation planning ("Services"). The Services are generally described in Exhibit "A" attached hereto and incorporated herein by reference, and are substantially similar to that stated in the proposal previously submitted 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.. If the Project involves providing assistance to a member agency under the Program, the Consultant is required to keep WRCOG up to date and informed of any communication between the Consultant and any member agency that the Consultant is performing on-call assistance for through the Task Order.

3.1.2 Term. The term of this Agreement shall be from July 1 ,2025 to June 30, 2028 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:

Alexa Washburn

3.2.5 WRCOG's Representative. WRCOG hereby designates **Christopher Gray, Deputy Executive Director** 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 **Alexa Washburn**, 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 material 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, if otherwise required under this Agreement, 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, where additional insured requirements otherwise apply hereunder. 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 \$400,000 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 2026-65-1400-003, 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 or this Agreement.

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 or within fifteen (15) days of receipt of the final amounts owed to Consultant under this Agreement, whichever is later.

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: National Community Renaissance of California
9692 Haven Ave., Suite 100
Rancho Cucamonga, CA 91730
Attn: Alexa Washburn

WRCOG: Western Riverside Council of Governments
3390 University Avenue, Suite 200
Riverside, CA 92501
Attn: Christopher Gray
Phone: 951-405-6700

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, so long as it has fully paid Consultant for the Services provided in relation to such Documents & Data and provided that any such use not within the purposes intended by this Agreement shall be at WRCOG's sole risk. Notwithstanding the foregoing, WRCOG shall not use Consultant's trademarks, service marks, logos, symbols, or brand names, to the extent the same is included in

the Documents & Data, in any way that is unrelated to the Documents & Data and/or if WRCOG materially alters the Documents & Data, without receiving the prior consent of Consultant.

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 so long as WRCOG has fully paid Consultant for the Services provided in relation to the same.

WRCOG shall have and retain all right, title and interest in Intellectual Property developed or modified under this Agreement whether or not developed in conjunction with Consultant or 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

NATIONAL COMMUNITY
RENAISSANCE OF CALIFORNIA

By:  _____

Michael Ruane

Title: President

APPROVED AS TO FORM:

By: _____

Its General Counsel
Best Best & Krieger LLP

ATTEST:

By: _____

Robert Diaz,
Its Secretary

*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

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

NATIONAL COMMUNITY
RENAISSANCE OF CALIFORNIA

By: _____

Michael Ruane

Title: President

APPROVED AS TO FORM:

By: _____

Its General Counsel
Best Best & Krieger LLP

ATTEST:



By: _____

Robert Diaz,
Its Secretary

*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

On-call professional consulting services to support the following: the planning function of the Transportation & Planning Department; implementation of the WRCOG Strategic Plan as it relates to planning; and ancillary support for WRCOG's member agencies.

The above may include providing services for the programs and projects relating to Land Use Planning/Housing, including jurisdiction support, housing legislative and litigation tracking, support/advocacy, and general planning support, as well as grant writing assistance.

SAMPLE TASK ORDER FORM

Task Order No. [REDACTED]

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 \$ [REDACTED], [REDACTED].00

Completion Date: [REDACTED]

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 [REDACTED]

[INSERT NAME OF CONSULTANT]

Dated: _____

Dated: _____

By: _____

By: _____

EXHIBIT "C"

**COMPENSATION
BILLING RATES**

<u>Name</u>	<u>Job Funtion</u>	<u>Hourly Rate*</u>
Alexa Washburn	Principal In Charge	\$225
Sandra Espadas	Project Director	\$210
Sarah Walker Sr.	Project Manager + Planner	\$200
Taylor Libolt Varner	Project Manager + Sr. Planner	\$185
Cynthia Mejia	Outreach Lead	\$175
Zandria Smith	Outreach Specialist	\$160
	Planner	\$150

*Rates assume a 5% annual rate increase each year of the contract.

If the work requires travel, the following conditions apply:

- Consultant will book reasonable travel arrangements, which will be billed to and paid for by WRCOG;
- Consultant will book reasonable lodging, meals, and local transportation expenses, which will be billed to and paid for by WRCOG; and
- Use of personal vehicle will be billed for reimbursement at the existing federal rate (per mile basis) and paid for by WRCOG.

Attachment

Placeworks On-Call Planning PSA

**WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
PROFESSIONAL SERVICES AGREEMENT
FOR ON-CALL SERVICES
FOR Placeworks
CONTRACT NUMBER 2026-65-1400-005**

1. PARTIES AND DATE.

This Agreement is made and entered into this 1 day of July , 2025, by and between the Western Riverside Council of Governments, a California public agency ("WRCOG"), and Placeworks, Inc., a California Corporation ("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 planning and advisory services to public clients, 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 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). A Project under this Agreement may include providing on-call assistance for other member agencies as directed by Task Order(s). These Projects provide assistance to the various jurisdictions and member agencies of WRCOG.

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 professional services in planning and transportation planning ("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. If the Project involves providing assistance to a member agency under the Program, the Consultant is required to keep WRCOG up to date and informed of any communication between the Consultant and any member agency that the Consultant is performing on-call assistance for through the Task Order.

3.1.2 Term. The term of this Agreement shall be from July 1, 2025 to June 30, 2028 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 ~~Executive Director~~ Christopher Gay, Deputy Executive Director 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 Colin Drukker 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 ~~\$10,000~~ 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 ~~2026651400005~~, 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: Placeworks
3 MacArthur Place, Ste. 110
Santa Ana, CA 92707
Attn: Colin Drukker

WRCOG: Western Riverside Council of Governments
3390 University Avenue, Suite 200
Riverside, CA 92501
Attn: Christopher Gray
Phone: (951) 405-6700

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

Placeworks

By: 

Title: Principal

APPROVED AS TO FORM:

By: _____

Its General Counsel
Best Best & Krieger LLP

ATTEST:

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

[INSERT]

E. Approach and Understanding

PlaceWorks had the honor of conducting a series of important projects/tasks during the previous on-call for planning support services, which included:

- EXPERIENCE Feasibility Study
- WRCOG Member Jurisdiction Development Agreement Reconciliation
- StoryMaps for Alternative Fuel Vehicles/Infrastructure
- RTP SCS Data Review
- Staff Support for Resilient IE, CAPtivate 2.0, Experience Phase II with General Support
- GIS Assistance for the need of Western Community Energy
- SED Allocation for Riverside County
- SCAG Projection Comparison
- Future Year SED Distribution
- WRCOG-SBCTA Regional Climate Adaptation Toolkit for Transportation Infrastructure Phase 1

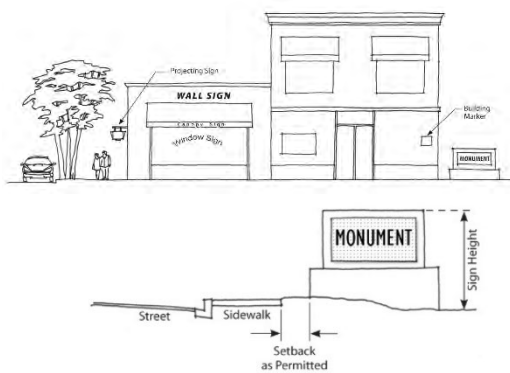
This next round of on-call services is expected to be focused on continuing to support member agencies in the adoption and implementation of housing elements and meeting the ever-changing state laws affecting how jurisdictions plan for the future, including the review and approval of development applications. Communities will also need to account for an increased need for climate-smart development as well as public health and safety threats from a changing climate. With staff constraints at nearly every level of municipalities, the need for high-level expertise has never been more important.

To this end, we have provided a short summary of our approach to the range of tasks that might be required.

Focused General Plan Element Support. Most jurisdictions have to update a number of elements to create consistency with their new housing elements or meet other state laws. PlaceWorks can provide support at all levels to guide this process where needed for WRCOG jurisdictions. We understand the importance of preparing “templates” or “toolboxes” that can be useful to more than one jurisdiction.

Specific Plans. Whether an update to an existing specific plan is required or the preparation of a new specific plan, PlaceWorks offers extensive experience in urban, suburban, and rural areas. We have completed more than 300 specific plans. But depending on the extent of the change anticipated, a specific plan





may not be the best way to proceed. PlaceWorks can provide an objective assessment of the range of alternatives available to achieve the goals of the project.

Corridor Plans. Commercial corridors continue to be the focus of attention as the retail and office market continue to undergo significant changes. Many jurisdictions have relied on infill development along commercial corridors as a way of satisfying some or all their RHNA obligations. Infill development along corridors is incremental by nature and can be challenging. It requires the ability to tailor requirements to the opportunities for change while improving overall connectivity and synergy between uses. PlaceWorks specializes in corridor planning, which inevitably includes improving multimodal mobility.

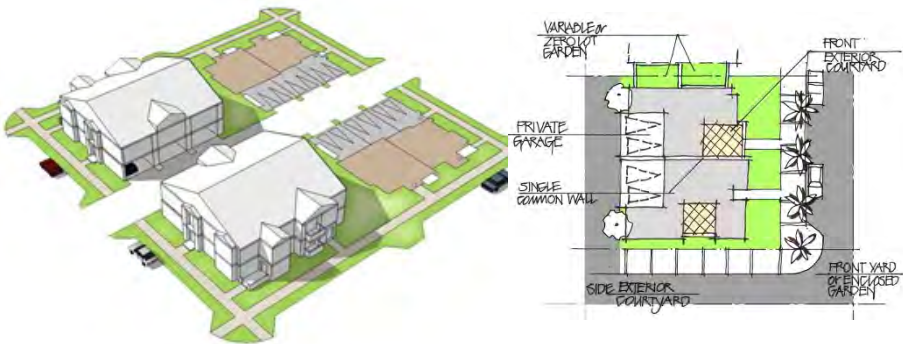
Objective Design Standards. With the passage of SB 330 comes a transformative requirement that jurisdictions can no longer use traditional residential design guidelines in the decision to approve or deny a “housing development project.” This means that jurisdictions must have objective design standards in place. PlaceWorks has prepared and is preparing objective multifamily design standards for the jurisdictions of Wildomar, Temecula, Menifee, and Norco and several communities in Northern California.

Focused Zoning Code Updates. Following updated housing elements adopted last year and this year, comes focused zoning code updates. Given the huge RHNA numbers that every jurisdiction must plan for, there will be a variety of revisions and/or new zoning classifications that need to be created to implement the housing elements. PlaceWorks has a long track record of focused zoning code updates, particularly related to ensuring consistency with a housing element or a general plan update. Whether related to the housing element or needed to reposition key areas of a community, we are skilled at developing standards that are based on form and development feasibility and that achieve project goals.

Opportunity Area Design and Visioning. Many communities are nearing built out or have older areas that no longer function as the highest and best use. PlaceWorks provides conceptual design services for such areas, either as part of a general plan, a specific plan, or as a stand-alone plan to gauge community support or generate interest in the community. We bring BIG IDEAS to site planning, circulation, accessibility, parking, urban form/massing, product selection, analogues, and placemaking.

Development Feasibility Analysis. Underpinning our plans and designs is the expertise to understand real world implementation. We are current on what developers are doing to create successful projects that meet demands in the marketplace. And we know how to sensitively apply current best development practices to the plans we prepare. Our in-house economist provides the financial analysis needed to craft concepts and regulations.

HOUSING FOR MIDDLE-INCOME HOUSEHOLDS
AN ECONOMIC ANALYSIS OF MISSING-MIDDLE HOUSING
City of Elk Grove
DRAFT FEBRUARY 13, 2020



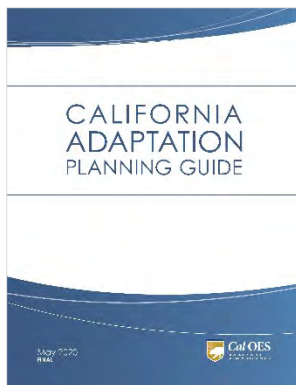
Development Application Processing Assessment/Recommendations. Given the short staffing situation in many jurisdictions, PlaceWorks is regularly asked to assist in the design review process of development applications. We have in-house urban designers, landscape architects, and site planning experts to evaluate consistency with existing standards and guidelines and/or make recommendations to improve the layout and livability of a project.





Housing Element/Law Support. We can provide support at all levels of preparation and implementation of housing elements. This includes briefs on new laws, assessment of impacts or opportunities within jurisdictions, and support on getting housing elements certified.

This is a detailed version of the PlaceWorks Housing brochure. It features the same logo and tagline as the smaller image. The main body of the brochure lists various services provided by PlaceWorks, including SB 2 Technical Assistance, Housing Element Updates, Targeted General Plan Updates, Community Plans & Specific Plans, Zoning Updates & By-Right Zoning, Objective Design Standards, Accessory Dwelling Unit Regulations, Site Design & Feasibility Analyses, Financing & Funding Plans, Streamlined Environmental Analyses, and Local Permitting Process Updates. To the right, there is a section titled "What Are Your Jurisdiction's Housing Needs?" which discusses the housing crisis in California and how PlaceWorks can help. Below this, there is a section titled "For more information, please contact one of our team leaders!" which lists three team leaders: Jenny Gastelum (Northern California), Colin Drukker (Southern California), and Amy Sinsheimer (Central California). Each team leader is accompanied by a small portrait photo, their name, phone number, and email address.



Climate/Resiliency. Increased threats from changing natural hazard conditions are leading to new state laws to help keep individuals, businesses, and communities safe. Jurisdictions must ensure that their public safety plans are responsive to these new conditions and state requirements, and PlaceWorks has an extensive history with safety and resilience planning in the WRCOG sub-region and across California. We are also experts in helping communities meet their climate change goals, which allows for streamlined development and creates new opportunities for change that improve local quality of life.

QUALITY, BUDGET, AND SCHEDULE CONTROL

QUALITY ASSURANCE PLAN

PlaceWorks works hard to maintain our high standards and goals to provide timely and high-quality services and work products and recognizes the role that this quality plays in securing repeat business. Elements of our Quality Assurance/Quality Control (QA/QC) program are described below:

Personnel and Responsibilities

For most projects, associate level staff members, under the guidance of the principal-in-charge and project manager, compile and sort data, perform routine field activities, and prepare initial drafts of documents. This is cost-effective for the client and provides necessary training and experience for our staff as we work to always maintain knowledgeable staff. To ensure the success of this approach, however, our project managers stay involved with the project and carefully review all work products, including administrative drafts, before they are transmitted for review. As part of our commitment to quality, documents also undergo review by one of the principal in charge or other company principals, depending on the required expertise. Even in this age of sophisticated computer spell- and grammar-checking, we firmly believe that there is no substitute for a thorough “hands-on” review.

Preparation of Documents

PlaceWorks understands the importance of complete, reader-friendly, technically accurate work products. Before finalization, all documents are submitted to the firm’s technical editors and document formatting team, which is responsible for putting the document into a custom or standard format (depending on the project) and performing a series of systematic checks on the document (e.g., spell-check, headers/footers, table of contents). The document is then sent to a technical editor, who reviews it for consistency, readability, grammar, and graphics or typographical errors. After any issues have been corrected, the document is reviewed by another senior project manager and one of the firm’s principals.

BUDGET AND SCHEDULE CONTROL

Schedule Control

Communication is the best means of ensuring that programs remain on task and on schedule. Each program usually has milestones and waypoints that must be met. PlaceWorks schedules regular conference calls and virtual meetings to allow rapid and frequent checks on progress. While technology is helpful, regularly scheduled in-person meetings are also valuable to foster solution building and information exchange. Typically, we schedule in-person meetings around other required meetings to reduce cost.

If the schedule starts to slip, we first try and determine the reason. If it is a staff resources issue, we can bring more staff into the project to meet the requirement. If the issue is outside of our control, then finding out early can help in developing solutions to getting things back on track. Ultimately it comes back to communication and making sure all program participants are aware of the schedule and commitment.

PlaceWorks managers regularly meet and apprise each other of project status, milestones, budgets, and schedule. For each program, both **Karen Gulley**, principal-in-charge, and project manager **Andrea Howard** will be equally informed. The PlaceWorks approach ensures that both and either manager can assist to help keep to the schedule.

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
BILLING RATES

[INSERT]

Attachment

WSP On-Call Planning PSA

**WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
PROFESSIONAL SERVICES AGREEMENT
FOR ON-CALL SERVICES
FOR WSP
CONTRACT NUMBER 2026-65-1400-001**

1. PARTIES AND DATE.

This Agreement is made and entered into this 1 day of July , 2025, by and between the Western Riverside Council of Governments, a California public agency ("WRCOG"), and WSP USA Inc., a New York Corporation ("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 transportation planning, planning and advisory services to public clients, 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 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). A Project under this Agreement may include providing on-call assistance for other member agencies as directed by Task Order(s). These Projects provide assistance to the various jurisdictions and member agencies of WRCOG and made possible through WRCOG's Regional Early Action Planning Grant ("REAP").

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 professional services in planning and transportation planning ("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. If the Project involves providing assistance to a member agency under the Program, the Consultant is required to keep WRCOG up to date and informed of any communication between the Consultant and any member agency that the Consultant is performing on-call assistance for through the Task Order.

3.1.2 Term. The term of this Agreement shall be from July 1 ,2025 to June 30, 2028 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 ~~Executive Director~~ Christopher Gay, Deputy Executive Director 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 Tara Lake 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 **\$400,000** 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 **2026-65-1400-001**, 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: WSP USA
862 E. Hospitality Lane, Ste. 350
San Bernardino, CA 92408
Attn: Tara Lake

WRCOG: Western Riverside Council of Governments
3390 University Avenue, Suite 200
Riverside, CA 92501
Attn: Christopher Gray
Phone: 951-405-6700

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
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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.

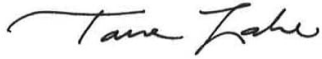
WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS

By: _____

Dr. Kurt Wilson

Title: Executive Director

WSP

By: 

Title: Sr. Vice President

APPROVED AS TO FORM:

By: Its General Counsel
Best Best & Krieger LLP

ATTEST:

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

[INSERT]



Land Use Planning/Housing

UNDERSTANDING THE NEEDS AND REQUIREMENTS

Our region is in a housing crisis that will continue to deepen unless direct, coordinated, and comprehensive actions are taken to accelerate housing production. Similarly, the urgency for planning and implementing sustainability and resiliency actions in our region is increasing. These actions must both respond to evolving state requirements and address local conditions and needs. The WRCOG region's housing and land use landscape is varied, with more urbanized agencies such as Riverside which have higher residential densities and stronger track records of building multifamily housing, and more suburban and rural communities such as Banning that have abundant vacant land and little history of producing higher-density housing. WRCOG is in a strong position to provide pathways to alleviate the housing shortage and address critical land use and environmental needs in the region by providing support to agencies. Through past and existing support programs, WRCOG has demonstrated a regional commitment to making it easier for local agencies to facilitate housing production, address environmental needs and requirements, and tackle general planning needs.

Planning is a **process** that **guides** and **empowers** public agencies and private developers to **shape the built environment and enhance the quality of life** in cities, suburbs and rural communities across the world.

WSP are leaders in urban planning, with particular proven experience in land use and housing policy, housing facilitation programs, and sustainability and resiliency planning. Our team has a deep understanding of the land use, housing, and environmental issues facing southern California and western Riverside County in particular. We offer personalized solutions to address these issues that are rooted both in our understanding of regional and local challenges and opportunities and in our experience of developing successful strategies to address agencies' and agencies' needs.

We know that land use and housing planning state requirements, environmental conditions and resiliency needs, regional strategies, and best practices to address them are evolving. We also understand that responding actions are most effective when taken at a combination of regional and local levels. Through our recent local experience, our team offers in-depth skills and knowledge assisting Southern California agencies and agencies with a variety of housing and land use activities, such as 6th Cycle Housing Elements, development streamlining programs, state housing policy conformance and implementation, and land use and zoning recommendations. We also offer expertise in general planning activities, such as Climate Action Plans, environmental documentation, state sustainability legislation implementation, and urban design.

Providing meaningful and effective support involves creating resources, providing planning activity assistance, addressing state housing legislation, and developing planning documents that set agencies up for success. Our approach to land use and housing solutions is founded on our deep understanding of the issues at play and our continuous work to quickly master evolving conditions and regulations. We draw upon our past experiences, such as conducting municipal code updates, advising on accessory dwelling unit ordinances, developing Climate Action Plans, and reviewing streamlined housing development applications, new knowledge, and deep local understanding to assist agencies in robust, timely, and effective ways.

Jurisdiction Support - Regional Early Action Planning (REAP) Grant Program Project Assistance

Our team is well-versed and experienced in assisting agencies across Southern California with REAP funded projects. advancing their respective land use-related needs and increase the supply of housing, whether it be:

- ▶ Reviewing and supporting the development of the 6th Cycle Housing Elements.
- ▶ Updating municipal code language for compliance with recent State legislation.
- ▶ Creating Specific Plans to cohesively plan for areas of greater density housing.
- ▶ Developing geospatial applications to assist in housing planning and outreach.
- ▶ Creating a regional housing incentive program.
- ▶ Developing and facilitating housing leadership training programs.

In general, our focus and commitment is aimed at supporting jurisdiction staff and giving them the tools, training, and assistance they need to meet their respective housing needs that ultimately benefits us all. Our approach to projects is informed by our integrated team of Southern California-based land use planners, environmental planners, mobility specialists, resilience experts, and inclusive outreach and engagement specialists. Many of our planners have experience working in the public sector, and we understand the benefits of an integrated and inclusive approach to our work to ensure the projects and policies we support are rooted in achievable, measurable outcomes.

Our ongoing work with WRCOG has included the opportunity to advise jurisdiction staff on how they can advance recent State legislation, including the review of the SB 35/330 preliminary application for the City of Riverside and [producing development case studies to support Sixth Cycle Housing Elements updates. We are also continuing to support OCCOG jurisdictions with a variety of geospatial solutions aimed at giving staff the tools and training they need to advance their respective housing needs, whether using ArcGIS Urban, developing 3D visualizations to communicate ideas to the community, to setting up a geospatial hub site with helpful resources and additional training. These projects involve collaboration with many in-house experts at WSP, from our environmental specialists, visualization specialists, engagement specialists, and mobility practitioners.

In general, our wide range of resources and expertise will help WRCOG jurisdiction staff with whatever support they need to advance their respective housing needs.

Housing legislative Support/Advocacy

The past several years have seen a slew of new legislation to drive quality, affordable, and accessible housing production. While much of this legislation is designed to function with local implementation, many agencies are experiencing challenges understanding and documenting their obligations and opportunities, and setting paths forward for implementation. Our team is experienced helping WRCOG and southern California jurisdictions navigate the evolving legislative environment.

We understand that legislation can be difficult to navigate, especially for jurisdiction and agency staff who often have several diverse roles and responsibilities; we focus on extracting the key elements from legislation while also documenting important details and presenting this information in accessible ways that meet jurisdiction and agency staff where they are. Through our experience providing legislative support to both jurisdictions and regional agencies, our approach is flexible enough to adapt and meet the needs of any audience or user.

Our approach is sourced through both research and applied practice. We maintain an internal database of housing legislation to help make sense of what it means, if it's been passed, and how it is integrated into existing practices. We apply practice through our work with programs such as the Housing Policy Leadership Academy, which is aimed at helping SCAG jurisdiction leadership and community members in understanding the nuances of recent housing legislation, and how they can be used to advance housing goals. We have also worked directly with WRCOG agencies to understand their legislative support needs, providing Senate Bill 330 preliminary application support to the City of Riverside to meet their development streamlining obligations under Senate Bill 35. Through this implementation review, we provided Senate Bill 330 and 35 legislative analysis and helped guide jurisdiction staff in understanding the legislation's local effects. This support was timely, as a developer immediately expressed interest in using the preliminary application to streamline a housing development project, and our team provided jurisdiction staff guidance on allowed procedures.

Our foundational knowledge of recent housing legislation, as well as our tried and tested methodology for synthesizing new legislation and its regional and local impacts, equips us to quickly and effectively provide legislative support and advocacy for WRCOG's member agencies.

General Planning Support

WSP has been a leader in sustainable strategies, including climate change assessments, mitigation planning and climate adaptation for more than a decade – with dozens of professionals in the region supported by national expertise. Work in the region for Metro, WRCOG, SBCTA, OCTA and multiple municipalities provides WSP with the basis of knowledge required to



Our work with the Housing Policy Leadership Academy is focused on helping SCAG jurisdiction leadership, staff, and community members make sense of recent housing legislation and how new policies can help advance their respective housing goals.

work within the legislative/legal environment that exists in California on these issues. At the federal level, the initial executive order of the Biden administration and the first comments of the U.S. Department of Transportation Secretary point to stronger policies on integration of sustainability, climate change and resilience measures, which will likely increase requirements and also provide opportunities for the WRCOG region. Our team is composed of a diverse group of experts from numerous disciplines including vehicle electrification and deployment, land use and transportation planning, California environmental regulatory compliance, and climate planning.

We understand that WRCOG adopted a Subregional Climate Action Plan (CAP) in 2014 and an update to the CAP is presently underway. The CAP Update is intended to provide local agencies a process through which they can collaborate, share ideas, and develop a customized local CAP. It can also help agencies streamline environmental review and gain access to new sources of state funding. The Subregional CAP is a valuable tool, but will require a dynamic implementation program and on-going monitoring to retain value in CEQA streamlining. WSP has a depth of technical experts that can assist WRCOG and its member jurisdictions with both CAP implementation and monitoring. From experts in electrical vehicle deployment to greenhouse gas emissions modelling specialists, WSP is equipped to assist with both the development of specific and targeted implementation mechanisms for CAP emissions reduction strategies in a variety of contexts. Furthermore, we have a team of specialists who can measure and track emissions reductions and help monitor progress to stated targets.

In addition, WSP has supported WRCOG as the agency has emerged as a leader in climate resilience planning. WRCOG's agencies have experienced a multitude of climate-related hazards in recent years, including wildfires, heatwaves, and flood events. In addition to the health risks these hazards present, they have also damaged the region's transportation system, creating costly disruptions for the region's travellers. Furthermore, many of these events have and are projected to become more frequent and impactful over time. WRCOG's Resilient Inland Empire (Resilient IE) program, the agency, in partnership with SBCTA, has supported its agencies with data, guidance, and tools for tackling these challenges. WSP has led much of this work, including the development of climate risk assessments for over a dozen transportation assets in the Inland Empire region. Leveraging the best available data and techniques, WSP has helped these agencies quantify the risks they face now until the end of the century and helped them make the case for investing in a more resilient system. This is particularly important now that more funding is becoming available at the federal and state levels for adapting infrastructure to future

Quality Control

Management Approach: Our team will accomplish the task activities in accordance with the specific scope of work, schedule, and budget outlined in the respective task orders under the framework of a master contract. Tara Lake will serve as the overall contract manager and will serve as Land Use Planning task manager. George Harvilla will serve as QA/QC manager – his role on the previous contract. Specific task managers will be assigned by Tara in consultation with the WRCOG project manager and our project team based on the specific nature of the work tasks being assigned.

George brings a project management and design background coupled with his dedicated QA/QC role on various major highway projects. As local San Bernardino staff, George will provide an additional level of consistency and responsiveness on QA/QC matters affecting our team's performance for WRCOG.

Schedule and Budget Control: Regular communication with the project team and WRCOG confirms that project progress is in line with the cost and schedule and/ or incorporates acceptable adjustments. An organized and logical Work Breakdown Structure (WBS) that defines discrete activities and deliverables complemented by a master schedule that clearly presents the discrete work activities and durations, review periods, and milestone that drive the project's critical path are vital to controlling cost and schedule.

Quality Control: Certified to the ISO 9001 standard, quality is a key component to WSP's practice and is vital to project success. Our firm is committed to quality and sound business management in the services provided and the processes used to deliver to our clients. Our QA/QC includes checks on scope control, schedule maintenance and budget adherence. George, with assistance from the Task Order managers, will prepare QA/QC procedures for the team, tailored to the project. We will develop a Project Management Plan that includes the project scope, schedule, key task leads and will establish and detail the QA/QC procedures that will be applied to each task order.

A cornerstone of the QA/QC process involves quality review of milestone deliverables by senior staff members with specific and relevant expertise in the appropriate subject areas. These procedures will also apply to any products prepared by subcontractors prior to submittal to WRCOG.

renderings, and visual simulations as needed. Creating maps with GIS will allow us to assess patterns, relationships, and situations to provide valuable information for our decision-making process. We also use the following GIS extensions: Urban, CityEngine, 3D Analyst, Spatial Analyst, Publisher, Network Analyst, and Data Interoperability, which provide a wide range of data-gathering and analysis tools that help us produce clear, accurate maps of the area. Our staff is also highly proficient in AutoCAD, which also aids in the production of maps, renderings, and drawings.



Transportation Planning

Understanding of Needs and Requirements

Our team's successful track record in the Inland Empire, and specifically within Riverside County, includes a diverse range of transportation qualifications:

- ▶ Developed and then supported the TUMF since its inception.
- ▶ Developed RIVCOM as a replacement to RIVTAM.
- ▶ Performed active transportation and other transportation planning studies to improve access to regional transit and other key destinations.
- ▶ Worked with big data to better understand travel patterns and develop transportation improvements, especially with an equity focus.

TUMF Program

In anticipation of the continued rapid future growth projected in Riverside County, the TUMF Program was conceived in 2000 and adopted in 2002 to provide a single uniform mitigation fee program to mitigate the cumulative regional impacts of new development on the regional arterial highway and transit systems. The WRCOG Transportation Department is the entity responsible for conceiving, developing, implementing and administering the TUMF Program, as well as a variety of other programs. As stated above, WSP's Darren Henderson has been a consistent presence leading that effort on behalf of the agency for over 20 years.

Impact fees are subject to the Mitigation Fee Act and must be justified with a "nexus study" demonstrating the relationship between a new development and the fee that mitigates its cumulative impacts on infrastructure. The requirements surrounding impact fees were updated with the recent adoption of Assembly Bill 602, which set new transparency requirements, new standards for nexus studies, new public comment procedures among other changes.

Funding accumulated through WRCOG's TUMF Program is used to construct transportation improvements needed to accommodate future travel demand in Western Riverside County. The TUMF Nexus Study establishes a nexus, or reasonable relationship, between the development impact fee's use and the type of project for which the fee is required. The fee must not exceed a development project's "fair share" of the proposed improvement costs to mitigate cumulative regional impacts, and cannot be used to correct current problems.

WSP led the development of the original, unprecedented WRCOG TUMF Nexus Study from 2000 to 2002, and subsequently completed updates to the Nexus Study in 2005, 2009, 2015 and 2016. In 2021, WSP was directed by WRCOG staff to initiate a further update to the TUMF Nexus Study which is expected to be completed by the end of 2022. Upon completion of the 2022 Nexus Update and the adoption of a new TUMF Schedule of Fees, it is anticipated that an update to the TUMF Fee Calculation Handbook will also be completed and support will be provided to the participating jurisdictions to implement the updated fees. WSP anticipates Darren Henderson, along with other key staff, will continue to support WRCOG staff, as we have done consistently for the past 20 years, to implement and maintain the integrity of the TUMF program.

TUMF is collected by the local jurisdictions within the program through the development permit process. The fees are sent to WRCOG, which invests, accounts for, and expends the fee, in accordance with the TUMF ordinance, TUMF Administrative Plan, and applicable state laws. Member jurisdictions participate in an active committee forum that facilitates the development and implementation of the program. This role includes oversight during the development of the Nexus Study, as well as approving the program of projects that will receive TUMF funding and adjudicating on all aspects of program implementation.

The Public Works Committee (PWC), comprised of representatives of all participating jurisdictions, serves a lead role in the technical aspects of the TUMF program, and particularly developing the TUMF five-year TIP. Projects that are ready for

design and construction are nominated by the local jurisdictions through the PWC for consideration to be included in TIP based on available revenues. Through this process, the local agencies (as well as developers) are able to execute reimbursement (or credit) agreements with WRCOG enabling them to proceed with construction of needed improvements. As projects move through construction, local agencies request reimbursement (or developers request credit) from WRCOG for those improvement elements that are eligible under the TUMF Program and subject of the agreement. WSP has continuously provided technical assistance to WRCOG staff and the PWC since the inception of the program to interpret the requirements of the Mitigation Fee Act and the adopted TUMF policies to support implementation of all aspects of the TUMF program.

Riverside County Transportation Analysis Model

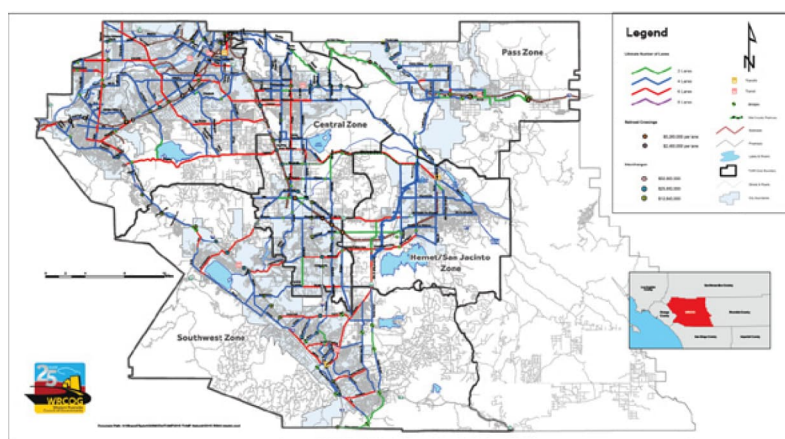
RIVTAM was initially developed in the late 2000s as a cooperative effort between the RCTD, WRCOG, CVAG, RCTC, SCAG and Caltrans. In 2018 WRCOG initiated an update to the model, renamed RIVCOM, with the goal of:

1. Making it more accessible to jurisdictions and their consultants to use.
2. Having more current and more accurate representation of land-uses and roadway network across the model area.
3. Maintaining consistency with the SCAG regional model.

RIVCOM's development and implementation was led by WSP, with the model delivered in June 2021. The model is currently maintained on GitHub which allows jurisdictions and their consultants to download the latest version of the model and the model documentation. GitHub also serves as a log of issues, suggestions and requested enhancements of the model that WRCOG can address in future versions. WSP will work alongside WRCOG staff to prioritize, roadmap and address these items so that RIVCOM continues to meet the goals that WRCOG has set for it. The investment that WRCOG and the other stakeholders made in RIVCOM will only be realized if the model can be used effectively – managing its deployment and being able to support model users is key.

In addition to general model support, WSP will also provide model application support for the various transportation planning activities in Riverside County. RIVCOM provides jurisdictions in Riverside County with a traffic forecasting tool that, while consistent with the SCAG regional travel demand model, provides the detail necessary for transportation planning at the County and local jurisdictional level.

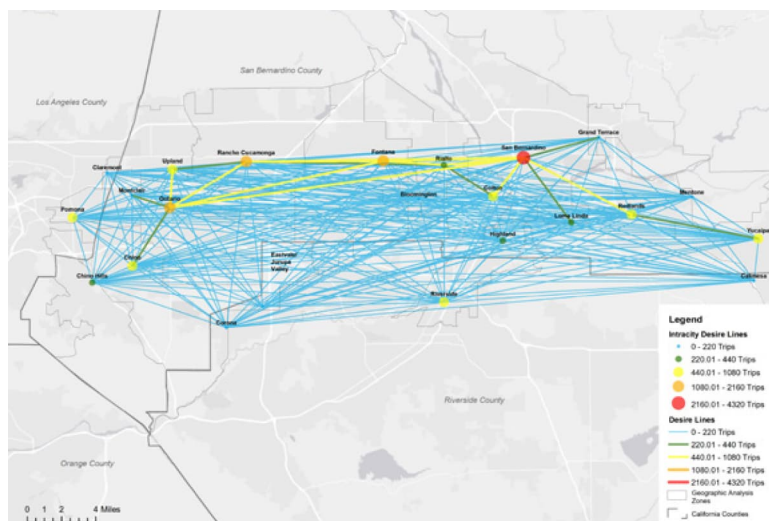
RIVCOM has been a critical tool to support the update of the TUMF Nexus Study, including the 2009, 2015 and 2016 updates of with analysis results from the model helping to quantify the impacts resulting from new developments, as well as guiding the identification of necessary improvements to mitigate the impacts, and determining the fair share allocation of mitigation costs between various development types. It is anticipated that RIVCOM will continue to be the most appropriate tool to support



Regional System of Highways and Arterials (RSHA)

Transportation Uniform Mitigation Fee Program | Figure 4.5

TUMF Regional System of Highways and Arterials - For over 20 years, WSP has continuously supported WRCOG to develop and implement the TUMF program that provides funding to mitigate the cumulative regional impacts of new development on the regional system of highways and arterials in Western Riverside County.



Equity-focused trips in San Bernardino - For the SBCTA Innovative Transit Study WSP developed a customized origin-destination travel flow tool ([explore here](#)) that allowed our planners to segment the travel flows by demographic group and trip purpose in order to allow us to develop a more tailored and effective transportation plan, because transportation is not a "one size fits all."

subsequent TUMF updates and analyses. As such, WSP's in-depth understanding of the capabilities and limitations of the Arizona Department of Transportation is essential for ensuring the validity and accuracy of results.

Other Transportation Planning

ACTIVE TRANSPORTATION PROGRAM SUPPORT

The Western Riverside County Active Transportation Plan was developed in 2018 as a tool for implementing active transportation projects throughout the region. The comprehensive network includes over 500 miles of new infrastructure through many jurisdictions and incorporates input from COG leaders, local jurisdictions, and residents. The 24 regional facilities proposed in the plan create a “regional backbone network” that will provide more mobility options, improve public health, and reduce vehicle miles traveled and greenhouse gases when implemented. The plan is focused on supporting funding applications, which is one of the greatest barriers to implementation.

The plan identifies five goals, including developing equitable communities, and includes objectives and specific strategies to help support the plan development and align with funding requirements. A number of state and local funding sources are identified in the plan including California Sustainable Communities grants, California Solutions for Congested Corridors Program, Caltrans Active Transportation Program and others. As outlined further in the Grant Writing Assistance section of the proposal, WSP has supported WRCOG and numerous other agencies in the development of grant applications for these programs.

Through our TUMF program and REAP experience, WSP is in a unique position to support methods to integrate active transportation with current WRCOG programs.



Proposed WRCOG Active Transportation Network Map - Through our TUMF program and REAP experience, WSP is in a unique position to support methods to integrate active transportation with current WRCOG programs.

BIG DATA SUPPORT

WSP has long been a leader in utilizing Big Data to inform our transportation planning and transportation model development and application. In the last few years, the number of data providers has increase many fold and WSP has developed and maintained relationships with many data providers such as Tom Tom, Replica, Streetlight, Inrix, Urban Footprint and more. Our transportation planners are also utilizing customized tools that can be used for traffic analyses, forecasts and GIS-based data management. WSP's Systems Analysis Group have partnered with our transportation planners to develop a number of propriety and customized tools to allow us to better utilize available information in our work.

For example, for the SBCTA Innovative Transit Study WSP developed a customized origin-destination travel flow tool ([explore here](#)) that allowed our planners to segment the travel flows by demographic group and trip purpose in order to allow us to develop a more tailored and effective transportation plan, because transportation is not a “one size fits all.”

Whether we are utilizing big data to understand travel flows to make better transportation plans, land use information to help us understand the urban context or developing customized tools for traffic analyses, our team is well positioned to support local jurisdictions with their big data needs.

Quality Control

Management Approach: Our team will accomplish the task activities in accordance with the specific scope of work, schedule, and budget outlined in the respective Task Orders under the framework of a master contract. Tara Lake will serve as the overall contract manager and Seth Torma, AICP, will serve as Transportation Planning task manager for WSP. George Harvilla, PE will serve as QA/QC manager – his role on the previous contract. Tara and/or Seth will assign specific task managers after consulting with the WRCOG project manager and our project team based on the specific nature of the work tasks being assigned.

George brings a project management and design background coupled with his dedicated QA/QC role on various major highway projects. As local San Bernardino staff, George will provide an additional level of consistency and responsiveness on QA/QC matters affecting our team's performance for WRCOG.

Schedule and Budget Control: Regular communication with the project team and WRCOG confirms that project progress is in line with the cost and schedule and/ or incorporates acceptable adjustments. An organized and logical Work Breakdown Structure (WBS) that defines discrete activities and deliverables complemented by a master schedule that clearly presents the discrete work activities and durations, review periods, and milestone that drive the project's critical path are vital to controlling cost and schedule.

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A cornerstone of the QA/QC process involves quality review of milestone deliverables by senior staff members with specific and relevant expertise in the appropriate subject areas. These procedures will also apply to any products prepared by subcontractors prior to submittal to WRCOG.



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
BILLING RATES

[INSERT]

Exhibit C

Staff Name	2025 Rates	2026 Rates	2027 Rates	2028 Rates
Ali Mir	458.98	477.34	496.44	516.29
Tara Lake	345.45	359.27	373.64	388.59
Joe De La Garza	306.92	319.20	331.96	345.24
Rick Curry	271.98	282.86	294.17	305.94
Vamshi Akkinapally	231.90	241.18	250.82	260.86
Raghu Sidharthan	221.41	230.27	239.48	249.06
Chris Ell	215.80	224.43	233.41	242.74
Karl Fielding	215.48	224.10	233.06	242.39
David Suls	213.48	222.02	230.90	240.14
Jielin Sun	211.22	219.67	228.46	237.60
David Schumacher	193.23	200.96	209.00	217.36
Sara Khoeini	170.90	177.74	184.85	192.24
Clive Lara	159.09	165.45	172.07	178.95
Cynthia Cavazos	150.31	156.32	162.57	169.07
Jorge Nozot	141.05	146.69	152.55	158.66
Jennie Noble	104.45	108.63	112.98	117.50
Daniel Weinstein	103.63	107.77	112.08	116.57



Western Riverside Council of Governments Joint Meeting of the WRCOG Executive Committee and Supporting Foundation

Staff Report

Subject: Memorandum of Understanding between WRCOG and Los Angeles County for the California Energy Commission Equitable Building Decarbonization Grant Program

Contact: Benjamin Druyon, Program Manager, bdruyon@wrcog.us, (951) 405-6727

Date: August 4, 2025

Recommended Action(s):

1. Authorize the Executive Director to execute a Memorandum of Understanding with Los Angeles County for the California Energy Commission Equitable Building Decarbonization Grant Program.

Summary:

In 2024, the California Energy Commission (CEC) awarded a proposed \$329M to the Southern California Equitable Building Decarbonization Coalition (SoCal EBD Coalition), as the regional administrator for the Equitable Building Decarbonization Direct Install Program, aimed at reducing greenhouse gas emissions in existing buildings and advancing energy equity in underserved communities. I-REN is a partner of the SoCal EBD Coalition and will receive \$1.35M to support implementation and outreach efforts in San Bernardino and Riverside Counties.

Purpose / WRCOG 2022-2027 Strategic Plan Goal:

The purpose of this item is to bring additional services and offerings to the communities in WRCOG's service territory. This effort aligns with WRCOG's 2022-2027 Strategic Plan Goal #6 (Develop and implement programs that support resilience for our region).

Discussion:

Background

In 2023, the CEC announced the release of the Equitable Building Decarbonization Direct Install (EBD DI) Grant Program and began conducting workshops to inform and educate potential applicants on the grant requirements and goals. Potential applicants would be responsible to administer the grant in selected geographical regions, focusing on underserved communities. The purpose of the grant is to advance many of the policy goals set for California, including:

- Carbon-free economy by 2045

- 100% renewable and carbon-free electricity by 2045
- Reduce Greenhouse Gas (GHG) emissions 40% below 1990 levels by the year 2030
- Double energy efficiency savings by 2030
- Provide equitable low-carbon solutions for under resourced communities
- Electrify transportation and decarbonize fuels

This program will focus on reducing GHG emissions in existing buildings and advancing energy equity. Funding will be divided into three regional sections: northern (23%), central (19%), and southern (58%). Los Angeles County began collaborating with I-REN and other regional stakeholders to form a coalition to apply for the southern portion of the grant.

In 2024, the CEC awarded a proposed \$329M to the Southern California Equitable Building Decarbonization Coalition (SoCal EBD Coalition), as the regional administrator for the EBD DI Program, Southern Region. Under the leadership of Los Angeles County, the SoCal EBD Coalition comprises a diverse and experienced group of community-based organizations (CBOs), councils of government (COGs), community choice aggregators (CCAs), regional energy networks (RENs), and program implementation experts. I-REN is a partner of the SoCal EBD Coalition and will support implementation and marketing and outreach efforts in San Bernardino and Riverside Counties. I-REN will receive \$1.35M, specifically for marketing and outreach, to distribute to local CBOs for this program. Los Angeles County will provide a detailed breakdown of program activities, geographic target areas to focus on, and allocated costs per region, once the agreement between Los Angeles County and WRCOG has been fully executed.

The CEC, SoCal EBD Coalition members, and stakeholders have been working collaboratively to prepare all necessary agreements, hoping to launch program activities in the second quarter of 2025, with residential project installations beginning by mid-2025.

In preparation of the launch timeline, an item on the EBD DI Program was brought to the I-REN Executive Committee on October 15, 2024, which then authorized the Executive Director to execute a Memorandum of Understanding (MOU) between WRCOG and Los Angeles County to provide administrative services for the CEC EBD DI Program, Southern Region, once the MOU was drafted by Los Angeles County.

Working in tandem with the approval of the MOU, and to support outreach efforts for the EBD DI Program in San Bernardino and Riverside Counties, WRCOG, on behalf of I-REN, released a Request for Qualifications (RFQ) to collect information from local CBOs that have experience and expertise in conducting culturally appropriate outreach, education, and support for participating households and communities. The RFQ asked for a consultant, multiple consultants, or a team of consultants (one acting as prime with subcontractors) that has / have geographical presence and familiarity in one or multiple subregions of the Inland Empire (including but not limited to the Coachella Valley, high desert, low desert, San Bernardino mountain region(s), the San Gorgonio Pass, and San Jacinto Valley) to support marketing, education, and outreach as part of the EBD DI Program.

Present Situation

The draft MOU was received by staff on May 8, 2025, and reviewed by WRCOG's legal counsel on May 16, 2025. Staff now presents the final MOU to this Committee with the recommendation to authorize the Executive Director to execute a Memorandum of Understanding with Los Angeles County for the

California Energy Commission Equitable Building Decarbonization Grant Program.

Prior Action(s):

October 15, 2024: The I-REN Executive Committee authorized the Executive Director to execute a Memorandum of Understanding between WRCOG and Los Angeles County to provide administrative services for the CEC EBD Program, Southern Region.

Financial Summary:

The Memorandum of Understanding will provide funding to WRCOG over a five-year period, which will primarily consist of funding to CBOs and some funding going towards staff time. These amounts are included in WRCOG's Fiscal Year 2025/2026 Budget under the I-REN Fund (Fund 180).

Attachment(s):

[Attachment 1 - MOU between LA County and WRCOG](#)

Attachment

Memorandum of Understanding
between Los Angeles County and
WRCOG for the Equitable Building
Decarbonization Program

MEMORANDUM OF UNDERSTANDING BETWEEN
THE LOS ANGELES COUNTY INTERNAL SERVICES DEPARTMENT AND
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS

RELATING TO
REGIONAL PARTNERSHIPS FOR THE IMPLEMENTATION OF THE
CALIFORNIA ENERGY COMMISSION EQUITABLE BUILDING DECARBONIZATION DIRECT
INSTALL PROGRAM

This Memorandum of Understanding ("MOU") is made and entered into on June 15, 2025, by and between the County of Los Angeles (County), through its Internal Services Department ("ISD"), and Western Riverside Council of Governments (WRCOG), a member of the Southern California Equitable Building Decarbonization (SoCal EBD) Coalition, who together are implementing the California Energy Commission (CEC) Equitable Building Decarbonization (EBD) Direct Install (DI) Program. The EBD DI Program will accelerate large-scale residential building decarbonization efforts underway in Southern California for single-family homes, multifamily properties, manufactured housing, and public housing in under resourced communities. Specifically, WRCOG will be responsible for conducting tailored and culturally relevant marketing, education, and outreach (ME&O) activities to inform and engage potential participants about EBD, the EBD DI Program, and its benefits. Activities will be informed by deep knowledge of the local needs, challenges, opportunities, and resources of communities, and delivered through established relationships.

I. PURPOSE

ISD, as the lead agency for implementation of the County's energy and environmental initiatives, is the recipient and administrator of the CEC EBD DI Grant Program for the Southern California region. On November 6, 2024, the Los Angeles County Board of Supervisors approved the acceptance of the 2024-2029 grant award to accelerate large scale residential building decarbonization funded by the EBD DI Program. ISD received an award of \$328,977,740¹ from the CEC.

The approved grant budget by the CEC, for Calendar Years 2024-2029, will provide regional engagement, outreach, and implementation support for the CEC Southern California Equitable Building Decarbonization Direct Install Program. Los Angeles County has requested assistance with general program design and support, program marketing, regional engagement support, energy planning, education and training, agency recognition, program motivation and competition, and identification of pilot activities. Community-based organizations (hereinafter CBOs) shall be guided in their work by program documents provided by ISD, as well as ongoing coordination with the designated Los Angeles County task lead.

The purpose of the MOU is for WRCOG to assist with the implementation of the CEC's

¹ Contingent upon USDOE HOMES approved funding.

Equitable Building Decarbonization program which seek to leverage their knowledge and perspective of their unique communities to increase the overall visibility and presence of projects, partnerships, and programs, generating new enrollments and registrations with communities and their members within their geographic region of influence, especially in hard to reach and disadvantaged communities; also, to support the program's efforts related to project identification with prioritized communities within the respective region, and to coordinate and deliver education and training activities to enrolled communities and their members. Finally, WRCOG will work with Los Angeles County to identify further potential strategies and activities to support the CEC EBD DI program and ensure all deliverables as it concerns their specific communities.

II. TERM OF MOU

This MOU shall be effective from June 15, 2025 through December 31, 2029, or until such time, or either ISD or WRCOG decides to terminate this MOU.

III. COMPENSATION FOR SERVICES

ISD shall pay WRCOG for its performance of services as described in the attached Scope of Work, and the payment shall constitute full and complete compensation for WRCOG services including administration and administrative support, marketing, education, and outreach activities of the aforementioned program in WRCOG respective local community. Said compensation shall be paid by ISD out of its 2024-2029 allocation of CEC funds, for allowable costs to be incurred for the express purposes specified. The parties understand and agree that such payment shall be conditioned upon the allocation determined by the CEC of said funds to ISD. Said funds shall be paid in accordance with the budget, which shall be provided on a yearly basis by ISD, as established in the program agreement with the CEC. Any money received by WRCOG hereunder, and not incurred for costs pursuant hereto, and/or during the term of this MOU, shall be returned to ISD upon the expiration of the County Fiscal Years in which WRCOG incurred costs for the Program.

IV. INVOICING, REPORTING & PAYMENTS

ISD will receive monthly invoices from WRCOG and shall review the invoices to ensure the following:

- (1) That WRCOG activities are consistent with the Scope of Work (SOW) contained in this MOU; and
- (2) That sufficient budgetary authorization exists.

The following Invoicing, Reporting and Payment Requirements are applicable to the SOW:

- (1) Time and Material Basis; Not to Exceed. All work will be performed on a

time and material basis and subject to the general provisions set forth below.

General Provisions

- (1) All charges shall be directly identifiable to, and required for, the authorized work or activity.
- (2) WRCOG shall notify the ISD agent responsible for the MOU at such time that WRCOG reasonably ascertains that the forecasted cumulative charges may exceed any budgets authorized (whether by task, total amount authorized, or both) by either the County or WRCOG.
- (3) Labor Related Costs Under Time and Material Basis. To the extent applicable, WRCOG shall invoice ISD, at the fixed hourly rates or Monthly Salary Rates for the applicable labor categories, for the performance of the authorized work by the WRCOG's employees or agents as established in the ISD and CEC EBD agreement under the WRCOG's respective budget form, as entered in the Direct Labor tab for rate caps. Such fixed hourly rates or Monthly Salary Rates shall be inclusive of all of the WRCOG's overhead costs (including all taxes and insurance), administrative and general fees. All labor related costs shall be charged at cost, without mark-up, and shall be necessary, reasonable, and ordinary. ISD will only reimburse for actual direct labor expenses incurred, not to exceed the rates specified in the Agreement. Rates must include dollars and cents.
- (4) Expenses. All expenses shall be charged at cost, without mark-up, and shall be necessary, reasonable, and ordinary. Expenses shall also comply with federal, State, and County expense policies.
- (5) Material and Miscellaneous Costs. Material and Miscellaneous Costs shall be substantiated with supporting documents and an invoice stating the unit price, quantity, and other information as required to identify the authorized work or activity. Materials are items under the agreement that do not meet the definition of Equipment and must be project-related. Food and drinks are not reimbursable expenses.
- (6) Subcontract Costs and Subcontractors. Subcontracted work or activities shall be charged at the rates actually paid by WRCOG. WRCOG shall provide ISD with an additional invoice for any WRCOG invoice that includes Subcontractor costs. WRCOG shall at all times be responsible for the services or deliverables which are to be provided by WRCOG or its Subcontractors, and for the acts and omissions of Subcontractors and persons directly or indirectly engaged by the Subcontractors. All expenses shall be charged at cost, without mark-up and must follow the same labor related costs established by CEC guidelines.

- (7) Travel Costs. All travel costs are reimbursed at state rates, subject to any state-wide prohibition on travel, except in agreements between the Energy Commission and a UC campus or the Federal Government. WRCOG will only receive reimbursement for travel costs for transportation (i.e. Flights, car rental, mileage, taxi) and lodging at state rates. All other travel related costs, such as meals and incidental expenditures, are not covered. WRCOG must obtain written pre-approval from ISD for all travel listed on the agreement budget forms, in accordance with the terms and conditions of this MOU. Approved air travel costs shall in no case exceed the cost of economy or coach fares where said fares are reasonably available. A copy of an airfare receipt indicating the final cost for the trip as well as applicable supporting documents showing the traveler's starting point, travel destination, departure and return, and the purpose of the trip are required for each air travel reimbursement. Automobile travel from the County agents or representatives' office to any Program job site, function or activity shall be paid at applicable County travel expense rates and mileage. Either a mileage log showing miles driven for each trip or a Google Maps/ equivalent application printout showing the travel path shall be provided by WRCOG for each mileage reimbursement request.
- (8) Records. WRCOG shall maintain, for a period of five (5) years after final payment, complete accounting records (and supporting documentation) of all invoiced costs. The County reserves the right to audit and copy any applicable documents related to the Work hours, all costs and expenses invoiced, and task completion records. Each invoice shall list the number of the Contract covered by each such invoice.
- (9) Key Personnel. WRCOG will appoint a CBO representative who will be the primary contact between WRCOG and the ISD, and who will be authorized to act on behalf of the WRCOG. Such appointment shall be communicated in writing to ISD as soon as reasonably practicable, following the execution of this MOU. WRCOG shall promptly notify ISD of any intended reassignment or proposed replacement of the key personnel who will be submitting invoicing and reporting information to ISD.
- (10) Activities Outside of Program Scope. ISD shall not be required to pay WRCOG for any activities undertaken by WRCOG that are outside of the Scope of this MOU, but that are otherwise invoiced by WRCOG.
- (11) Invoicing Requirements: WRCOG shall provide a monthly invoice to ISD within the 7th calendar day of every month for all reimbursable expenses incurred performing work under this Agreement in compliance with the Terms and Conditions for the prior month. Invoices must separate and distinguish Marketing, Education, Outreach, Planning and Material Development-

Related, and Administrative activity costs. The invoice and supporting documents are for work performed by WRCOG and its Subcontractors.

- (12) Invoice Deficiencies. In the event ISD determines that WRCOG's (or any of its Subcontractors' that are included for payment) invoices do not meet the invoicing requirements of the MOU, lack accounting transparency, and/or lack sufficient material support, ISD will notify WRCOG of the deficiencies and WRCOG shall promptly correct such deficiencies. ISD has the right to review and approve the data and the methods used to develop the invoice documentation. However, the failure of ISD to conduct such review or grant such approval shall not relieve WRCOG from its responsibilities and obligations under a particular invoice.
- (13) Payment by ISD. ISD shall pay undisputed charges within net thirty (30) days of receiving invoices that follow the requirements set forth in this MOU. ISD has the right to withhold payment of particular charges that ISD disputes in good faith, pending the resolution of the dispute, and ISD will provide WRCOG with notice of the amounts being withheld and the reasons for the dispute.

V. ISD RESPONSIBILITIES

- A. ISD shall periodically monitor the project performance by WRCOG on programs/projects activities by review of project records and meetings with WRCOG's staff. ISD shall promptly notify WRCOG of changes in any regulatory requirements, specifically governing the administration of funds, that become effective following the execution of this MOU.
- B. ISD may, after review and evaluation of the programs, modify the amount of funds designated for the programs, and/or require WRCOG to implement changes in the scope of services to be performed by WRCOG, in alignment with the agreement established between ISD and CEC.
- C. ISD authorizes WRCOG staff to assist the CEC EBD DI Program in accordance with all applicable federal, State, and County laws and regulations. Where necessary, ISD shall make available designated staff to work with WRCOG staff designated to assist the program on project-related activities.

VI. AMENDMENT TO MOU

ISD may modify the amount of funds designated to assist the WRCOG programs and/or modify the scope of services to be performed, subject to costs incurred or encumbered by contractual agreement, in alignment with the agreement established between ISD and CEC. However, any other changes to this MOU must be

accomplished by written consent of both parties.

VII. *TERMINATION OF MOU*

Either party may terminate this MOU by giving the other party 30 days written notice.

VIII. *List of Attachments*

- A. Scope of Work
- B. Budget
- C. Schedule of Products
- D. CEC EBD DI Program Terms and Conditions
- E. DOE HOMES Terms and Conditions
- F. CEC Invoice Template

[Signatures continue on the following
page.]

SIGNATURES

IN WITNESS WHEREOF, the ISD and the Western Riverside Council of Governments, by and through their duly authorized representatives have caused this MOU to be subscribed to on the day and year first above written.

COUNTY OF LOS ANGELES
INTERNAL SERVICES DEPARTMENT

By _____
Michael Owh,
DIRECTOR

Date ____/____/____

WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS

By _____
Dr. Kurt Wilson
EXECUTIVE DIRECTOR

Date ____/____/____

APPROVED AS TO FORM:

DAWYN R. HARRISON
COUNTY COUNSEL

By Jason C. Carnevale
JASON C. CARNEVALE
Deputy County Counsel

ATTACHMENT A

SCOPE OF WORK

Scope of Work (SOW) for Community Outreach Partner: Western Riverside Council of Governments

The primary objective of this Scope of Work is to outline the roles, responsibilities, and approved activities for Western Riverside Council of Governments (WRCOG), a community-based organization (CBO) participating in the California Energy Commission (CEC) Equitable Building Decarbonization Direct Install Program (EBD DI) in the Southern Region as a Program Partner (“Partner”). WRCOG will complete the tasks outlined below under the direction of the Program Administrator, County of Los Angeles (LA County).

Program Overview

The EBD DI Program will accelerate large-scale residential building decarbonization efforts underway in Southern California for single-family homes, multifamily properties, manufactured housing, and public housing in under resourced communities in approved Community Focus Areas. The Program includes community-based organization (CBO) and Partner-led marketing, outreach, and education (ME&O) to underserved communities for decarbonization measures for the purpose of connecting them with a program Decarbonization Concierge who will complete eligibility screenings. Specific, geotargeting to qualified addresses within the respective community focus areas shall be identified by LA County and the Implementation Team through the use of Recurve and additional qualifying data, compiled and then shared with CBOs and community partners to conduct ME&O activities through the guidance of the Area Coordinator. The ME&O Plan shall describe this process in detail.

WRCOG will be responsible for conducting tailored and culturally relevant ME&O activities to inform and engage potential participants about EBD and its benefits. Activities will be informed by deep knowledge of the local needs, challenges, opportunities, and resources of communities, and delivered through established relationships. WRCOG will be supported by a dedicated Area Coordinator, who serves as the liaison between the CBO and the implementation team. The Area Coordinator is the single point of contact for WRCOG to facilitate effective and timely communication. The Area Coordinator will meet regularly with WRCOG to collect activity logs, gather feedback and lessons learned from outreach efforts, and provide guidance and support as needed.

Roles and Responsibilities

WRCOG will participate in activities to boost awareness and drive participation in EBD DI Program among targeted Southern California communities by educating residents on the environmental, economic, and health benefits of the program. WRCOG project tasks are numbered pursuant to CEC EBD DI tasks, summarized below in Table 1.

Table 1. Task Summary

Task #	Task Name
5.8.1	Outreach Strategies
5.8.2	Education Activities
5.8.3	Participant Handoff
5.8.4	Meetings and Reporting

WRCOG will perform contract management, including monitoring contract timelines, managing

amendments, and ensuring all contractual obligations are met efficiently. WRCOG will maintain detailed records of all expenditures and submit regular invoices as per the terms of its contract with LA County.

Monthly invoices shall be submitted clearly identifying Task 5.8, using the invoice template (**Attachment F. CEC Invoice Template**) with all required supporting documentation, to the Program Implementer by the 7th of every month.

Task 5.8.1. Outreach Strategies

WRCOG will conduct culturally appropriate outreach and engagement in each Community Focus Area, under the guidance of the Area Coordinator and Program Implementer. WRCOG is expected to implement a variety of outreach strategies to effectively reach the target audience. Community events such as workshops, town hall meetings, and informational booths at local markets and festivals will provide opportunities for direct engagement. Digital campaigns will utilize social media, email newsletters, and community websites to disseminate information widely and engage with residents online. Print materials, including flyers, brochures, and posters, (provided by the Program) will be distributed in community centers, libraries, and local businesses to ensure that information is accessible to those who may not be reached through digital channels.

Initially, WRCOG will serve as the point of contact for participating households. Once participants express interest in the EBD Direct Install Program, WRCOG will connect interested residents with the Program Implementer, ICF, to complete eligibility screening and assignment to an Intake Advisor for enrollment support and a program Decarbonization Concierge for long-term program support.

ICF will customize outreach materials per WRCOG's feedback. WRCOG will conduct outreach for participating communities to engage participants.

Task 5.8.1 Deliverables

- Attend annual Area Coordinator ME&O Strategy Meeting
- Annual outline of anticipated events and estimated target audience quantities per event type to Area Coordinator

Task 5.8.2. Education Activities

WRCOG shall engage the community through various activities designed to educate and involve community members in the EBD Direct Install Program. Workshops and demonstrations will provide hands-on experiences with decarbonization technologies such as heat pumps and induction cooktops, helping residents understand how these technologies work and the benefits they offer. Success stories, including testimonials and case studies from participants who have benefited from the program, will be shared to build trust and encourage others to enroll. Educational sessions will offer in-depth information on energy efficiency and decarbonization, helping community members make informed decisions. Partnerships with local schools, churches, and community groups will be established to co-host events and spread awareness, ensuring that outreach efforts are integrated into existing community activities. In planning education activities and interactions with the public, WRCOG is expected to adhere to the following guidelines and raise any concerns immediately to the assigned Area Coordinator.

- Provide potential program participants with educational materials in appropriate languages about the EBD Direct Install Program, the benefits of building decarbonization, and how the program's Decarbonization Concierge will provide support before, during, and after the retrofit project.

- Ensure outreach and engagement includes clear information on CEC-approved programs and products and does not include third-party services or products not associated with the EBD Direct Install Program or otherwise approved by CEC.
- Include prevention measures to ensure the CEC, California Climate Investments (CCI), and Department of Energy (DOE) names and logos, and the EBD Direct Install Program, are not used for private party advertising or gain, or to mislead or exploit property owners or occupants.

Task 5.8.2 Deliverables

- Quarterly update of confirmed events to Area Coordinator, including specific outreach activities, location of event, date of event, and anticipated target audience attendees for each event.

Table 2. Approved Outreach & Education Activities

Outreach Event Types	Sample Approved Activities	Estimated Total Target Audience Reached (Number)
Church Socials	• Presentations • Discussions • Share education materials	•
Community Parties	• Interactive games • Demonstrations • Testimonials & success stories	•
Cultural Events	• Art showcases • Cultural performances • Informational booths	•
Digital Campaigns	• Social media posts • Email newsletters • Online workshops	•
Fairs and Festivals	• Booths with interactive displays • Educational games • Giveaways	•
Health Clinics	• Information tables at health fairs • Presentations at wellness workshops • In-office info/flyers on bulletin boards	•
Neighborhood Meetings	• Presentations Q&A sessions • Distribution of informational packets • Showcase of completed project in neighborhood	•
Partnership Events	• Co-hosted events with local schools and businesses • Distribution of educational materials • Speaking opportunities	•
Public Events	• Informational booths	•

Outreach Event Types	Sample Approved Activities	Estimated Total Target Audience Reached (Number)
	• Workshops & demonstrations • Q&A sessions	
School Events	• Educational sessions • Science fairs • Environmental clubs	•
Workshops/Other	• Hands-on demonstrations • Educational sessions • Tabling	•

Task 5.8.3. Participant Handoff

WRCOG will conduct outreach and educational activities for the target audiences in each Community Focus Area and connect interested residents with the Program Implementer, ICF, to complete eligibility screening and assignment to an Intake Advisor for enrollment support and a program Decarbonization Concierge for long-term program support.

Task 5.8.3 Deliverables

- Support potential participants in completing an Interest Form
- Provide a list of interested participants to the Program Implementer on a monthly basis by the 7th of the month.

Task 5.8.4. Meetings and Reporting

WRCOG will track and report on program activity. WRCOG will ensure adherence to program guidelines and quality standards in all outreach activities, and the timeliness and accuracy of reporting on outreach activities, and outcomes

- **Event Attendance:** Record the number of attendees at community events, workshops, and meetings, and assess the level of engagement and interaction at these events.
- **Lead Generation:** Count the number of leads generated from outreach activities and potential participants handed off to the Decarbonization Concierge.

Task 5.8.4 Deliverables

- Attend bi-weekly Area Coordinator meetings
- Support event attendance, lead generation, and participant hand-off reporting with Area Coordinator.
- Submit marketing, education and outreach activity reports to Area Coordinators on a biweekly basis or as determined by Area Coordinators/ICF.

Timeline

Work and deliverables are to be completed in accordance with the CEC Schedule of Products (**Attachment C**).

Budget

Please see budget allocation (**Attachment B**). Per the EBD DI Terms and Conditions (**Attachment D**),

any budgetary alterations shall adhere to Section 6. Changes to the Agreement.

Summary of Deliverables

Task #	Task Name	Deliverables
5.8.1	Outreach Strategies	• Attend annual Area Coordinator ME&O Strategy Meeting • Annual outline of anticipated events to Area Coordinator
5.8.2	Education Activities	• Quarterly update of confirmed events to Area Coordinator, including specific outreach activities, location, date, and anticipated target audience attendees for each event.
5.8.3	Participant Handoff	• Support potential participants in completing an Interest Form • Provide a list of interested participants to the Program Implementer on a monthly basis by the 7th of the month.
5.8.4	Meetings and Reporting	• Attend bi-weekly Area Coordinator meetings • Support event attendance, lead generation, and participant hand-off reporting with Area Coordinator. • Submit marketing, education and outreach activity reports to Area Coordinators on a biweekly basis or as determined by Area Coordinators/ICF.

ATTACHMENT B

BUDGET

BUDGET SUMMARY

EBD Reimbursable Share	Match Share	Total	Administration	Project-Related	Project	Administration	Project-Related	Project	Administration	Project-Related	Project
\$ 89,576	\$ -	\$ 89,576	\$ -	\$ 65,215	\$ -	\$ -	\$ 24,361	\$ -	\$ -	\$ 89,576	\$ -
\$ 35,705	\$ -	\$ 35,705	\$ -	\$ 25,995	\$ -	\$ -	\$ 9,710	\$ -	\$ -	\$ 35,705	\$ -
\$ 125,281	\$ -	\$ 125,281	\$ -	\$ 91,210	\$ -	\$ -	\$ 34,070	\$ -	\$ -	\$ 125,281	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 1,140,000	\$ -	\$ 1,140,000	\$ -	\$ 829,973	\$ -	\$ -	\$ 310,028	\$ -	\$ -	\$ 1,140,000	\$ -
\$ 1,140,000	\$ -	\$ 1,140,000	\$ -	\$ 829,973	\$ -	\$ -	\$ 310,028	\$ -	\$ -	\$ 1,140,000	\$ -
\$ 78,025	\$ -	\$ 78,025	\$ -	\$ 56,806	\$ -	\$ -	\$ 21,219	\$ -	\$ -	\$ 78,025	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 78,025	\$ -	\$ 78,025	\$ -	\$ 56,806	\$ -	\$ -	\$ 21,219	\$ -	\$ -	\$ 78,025	\$ -
\$ 1,343,306	\$ -	\$ 1,343,306	\$ -	\$ 977,989.12	\$ -	\$ -	\$ 365,317.01	\$ -	\$ -	\$ 1,343,306.13	\$ -
		Percent of Total	0%	100%	0%	0%	100%	0%	0%	100%	0%

LABOR

			Hourly Rates						
Employee Name	Job Classification / Title	Cost Category (Select from drop-down menu)	Maximum Labor Rate (\$ per hour)	# of Hours	State EBD Funds	Federal EBD Funds	Total EBD Funds (State+Fed)	Match Share	Total
Louis Fernandez	Accounting Manager	Project-Related	\$ 63.64	300	\$ 13,900	\$ 5,192	\$ 19,093	\$ -	\$ 19,093
Janis Leonard	Administrative Services Manager	Project-Related	\$ 68.54	285	\$ 14,222	\$ 5,312	\$ 19,534		\$ 19,534
Julian Brambila	Staff Analyst	Project-Related	\$ 39.98	285	\$ 8,296	\$ 3,099	\$ 11,394	\$ -	\$ 11,394
Casey Dailey	Director of Energy & Environmental Programs	Project-Related	\$ 83.20	300	\$ 18,172	\$ 6,788	\$ 24,960	\$ -	\$ 24,960
Karina Camacho	Sr. Staff Analyst	Project-Related	\$ 48.65	300	\$ 10,626	\$ 3,969	\$ 14,595	\$ -	\$ 14,595
			\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
Hourly Direct Labor Totals					\$ 65,215	\$ 24,361	\$ 89,576	\$ -	\$ 89,576

FRINGE BENEFITS

Fringe Benefit Base Description (Employee or Job Classification/Title)	Cost Category (Select from drop-down menu)	Max. Fringe Benefit Rate (%)	Direct Labor Costs - State EBD Funds (\$)	Direct Labor Costs - Federal EBD Funds (\$)	Fringe Benefits - State EBD Funds	Fringe Benefits - Federal EBD Funds	Fringe Benefits - Total EBD Funds (State+Fed)	Match Share	Total
Louis Fernandez	Project-Related	39.86%	\$ 13,900	\$ 5,192	\$ 5,541	\$ 2,070	\$ 7,610	\$ -	\$ 7,610
Janis Leonard	Project-Related	39.86%	\$ 14,222	\$ 5,312	\$ 5,669	\$ 2,117	\$ 7,786	\$ -	\$ 7,786
Julian Brambila	Project-Related	39.86%	\$ 8,296	\$ 3,099	\$ 3,307	\$ 1,235	\$ 4,542	\$ -	\$ 4,542
Casey Dailey	Project-Related	39.86%	\$ 18,172	\$ 6,788	\$ 7,243	\$ 2,706	\$ 9,949	\$ -	\$ 9,949
Karina Camacho	Project-Related	39.86%	\$ 10,626	\$ 3,969	\$ 4,236	\$ 1,582	\$ 5,818	\$ -	\$ 5,818
		0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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		0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fringe Benefit Totals			\$ 65,216	\$ 24,360	\$ 25,995	\$ 9,710	\$ 35,705	\$ -	\$ 35,705

TRAVEL, EQUIPMENT, MATERIALS & MISCELLANEOUS

No costs

SUBCONTRACTS

Cost Category (Select from drop-down menu)	Subcontractor or Vendor Name	Organization Type	Purpose and Cost Basis	CA Business Certifications DVBE/ SB/MB/None	State EBD Funds	Federal EBD Funds	Total EBD Funds (State+Fed)	Match Share	Total
Project-Related	TBD	Vendor	Community engagement and project coordination		\$ 69,164	\$ 25,836	\$ 95,000	\$ -	\$ 95,000
Project-Related	TBD	Vendor	Community engagement and project coordination		\$ 69,164	\$ 25,836	\$ 95,000	\$ -	\$ 95,000
Project-Related	TBD	Vendor	Community engagement and project coordination		\$ 69,164	\$ 25,836	\$ 95,000	\$ -	\$ 95,000
Project-Related	TBD	Vendor	Community engagement and project coordination		\$ 69,164	\$ 25,836	\$ 95,000	\$ -	\$ 95,000
Project-Related	TBD	Vendor	Community engagement and project coordination		\$ 69,164	\$ 25,836	\$ 95,000	\$ -	\$ 95,000
Project-Related	TBD	Vendor	Community engagement and project coordination		\$ 69,164	\$ 25,836	\$ 95,000	\$ -	\$ 95,000
Project-Related	TBD	Vendor	Community engagement and project coordination		\$ 69,164	\$ 25,836	\$ 95,000	\$ -	\$ 95,000
Project-Related	TBD	Vendor	Community engagement and project coordination		\$ 69,164	\$ 25,836	\$ 95,000	\$ -	\$ 95,000
Project-Related	TBD	Vendor	Community engagement and project coordination		\$ 69,164	\$ 25,836	\$ 95,000	\$ -	\$ 95,000
Project-Related	TBD	Vendor	Community engagement and project coordination		\$ 69,164	\$ 25,836	\$ 95,000	\$ -	\$ 95,000
Project-Related	TBD	Vendor	Community engagement and project coordination		\$ 69,164	\$ 25,836	\$ 95,000	\$ -	\$ 95,000
Project-Related	TBD	Vendor	Community engagement and project coordination		\$ 69,165	\$ 25,836	\$ 95,000	\$ -	\$ 95,000
					\$ -	\$ -	\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -	\$ -	\$ -
Total:					\$ 829,973	\$ 310,028	\$ 1,140,000	\$ -	\$ 1,140,000

INDIRECT COSTS AND PROFIT

Name of Indirect Cost	Maximum Rate	Indirect Cost Base Description	Cost Category (Select from drop-down menu)	Indirect Cost Base Amount	State EBD Funds	Federal EBD Funds	Total EBD Funds (State+Fed)	Match Share	Total
Overhead	62.28%	Overhead	Project-Related	\$ 16,630	\$ 12,108	\$ 4,523	\$ 16,630	\$ -	\$ 16,630
Overhead	62.28%	Overhead	Project-Related	\$ 17,015	\$ 12,388	\$ 4,627	\$ 17,015	\$ -	\$ 17,015
Overhead	62.28%	Overhead	Project-Related	\$ 9,925	\$ 7,226	\$ 2,699	\$ 9,925	\$ -	\$ 9,925
Overhead	62.28%	Overhead	Project-Related	\$ 21,741	\$ 15,829	\$ 5,913	\$ 21,741	\$ -	\$ 21,741
Overhead	62.28%	Overhead	Project-Related	\$ 12,713	\$ 9,256	\$ 3,457	\$ 12,713	\$ -	\$ 12,713
Total:					\$ 56,806	\$ 21,219	\$ 78,025	\$ -	\$ 78,025

ATTACHMENT C

SCHEDULE OF PRODUCTS

<i>Task Number</i>	<i>Task Name</i>	<i>Product(s)</i>	<i>Due Date</i>
1.1	Attend Kick-off Meeting		
		Kick-Off Meeting Agendas (CEC)	10 calendar days before Kick-Off Meetings
		Updated Schedule of Products and Due Dates	10 calendar days after Kick-off Meetings
1.2	Critical Project Review (CPR) Meetings		
	For each CPR Meeting	Agenda and a list of expected participants (CEC)	10 calendar days before CPR meeting
		CPR Report	10 calendar days before CPR meeting
		Schedule for written determination (CEC)	10 calendar days after CPR meeting
		Written determination (CEC)	As indicated in schedule for written determination
1.3	Program Meetings and Briefings (2 per month for first year)		
		Agenda and a list of expected participants (CEC)	10 calendar days before Meeting
		Written documentation of meeting agreements	5 calendar days after meeting
1.4	Advisory Group		
		List of potential Advisory Group members for the region	At Kick-off Meeting
		Final list of potential Advisory Group members (CEC)	30 calendar days after Kick-off Meeting
		List of confirmed Advisory Group members for the region	15 calendar days after receiving the list from CEC
		Advisory Group meeting agendas (CEC)	5 calendar days before Meetings
1.5	Invoices		
		Invoices	15th of every month or as specified by CAM
		True-up updates for advanced funds	15th of every month or as specified by CAM
1.6	Monthly Progress Report		
		Monthly progress reports	15th of every month
1.7	Obtain and Execute Subawards		
		List of subaward agreements and timeline for execution	At Kick-off Meeting
		Subaward agreements (Draft, if requested)	30 calendar days after Kick-off Meeting
		Subaward agreements (Final)	52 calendar days after Kick-off Meeting
1.8	Annual Reports and Presentations		
		Annual reports and presentations (Drafts)	January 30
		Annual reports and presentations (Finals)	15 calendar days after CAM provides comments on draft reports
1.9	Final Report and Presentation		
		Final report (Draft)	90 calendar days before the end of the agreement term
		Final report (Final)	60 calendar days before the end of the Agreement Term
1.10	Final Meetings		
		Written documentation of meeting agreements and unresolved activities	5 calendar days after final meeting
		Schedule for completing closeout activities	10 calendar days after final meeting

2	Internal Controls, Processes and Procedures	
	Internal controls, processes, and procedures	2 months after Kick-off Meeting
	Updated internal controls, processes, and procedures	As needed or requested by the CAM (no less than annually)
	Monthly fiscal accounting in Task 1.6 Monthly Progress Reports	15th of every month
3	Program Data Collection and Reporting	
	Project data	Daily or as specified by CAM
	Metrics and Data Reports	Within 15 calendar days of CAM request
4	Assist CEC with DOE HOMES Application Components	
	Responses for DOE application components (Draft)	Within 15 calendar days of request from CAM
	Responses for DOE application components (Final)	Within 15 calendar days of request from CAM
	Components for Consumer Protection Plan (Draft)	Within 15 calendar days of request from CAM
	Components for Consumer Protection Plan (Final)	Within 15 calendar days of request from CAM
	Components for Market Transformation Plan (Draft)	Within 15 calendar days of request from CAM
	Components for Market Transformation Plan (Final)	Within 15 calendar days of request from CAM
	Input on draft Community Benefits Plan, Education and Outreach Strategy, Utility Data Access Plan, and Privacy and Security Risk Assessment	Within 15 calendar days of request from CAM
5.1	Community Focus Areas	
	Proposed Initial Community Focus Areas List and Justification	As part of application
	Final Initial Community Focused Areas List	1 month after Kick-off Meeting
	Amended Community Focus Areas List and Justification	30 calendar days after request from the CAM
5.2	Community Application Process	
	Proposed Community Application Process and Selection Criteria	6 months after Kick-off Meeting
	Final Community Application Process and Selection Criteria	9 months after Kick-off Meeting
5.3	Workforce Plan and Contractor Enrollment	
	Workforce Plan outline	2 months after Kick-off Meeting
	Workforce Plan (Draft)	3 months after Kick-off Meeting
	Workforce Plan (Final)	5 months after Kick-off Meeting
	Data submitted as part of Task 3	See Task 3
5.4	Standard Packages of Measures	
	Packages of Measures	4 months after Kick-off Meeting
	Bi-Annual Report on Packages of Measures	June 30th and December 31st of each calendar year (excluding the fifth year)
5.5	Pricing and Cost Caps	
	Cost-Control Mechanisms	4 months after Kick-off Meeting
	Data submitted as part of Task 3	See Task 3
5.6	Household/Property Targeting	
	Household Identification and Screening Plan (Draft)	3 months after Kick-off Meeting
	Household Identification and Screening Plan (Final)	5 months after Kick-off Meeting
5.7	Set-Aside for Manufactured Homes	
	Manufactured and Mobile Homes Service Plan (Draft)	6 months after Kick-off Meeting
	Manufactured and Mobile Homes Service Plan (Final)	9 months after Kick-off Meeting
	Data submitted as part of Task 3	See Task 3
5.8	Outreach and Engagement	
	Outreach Materials	5 months after Kick-off Meeting
	Outreach and Engagement Log	Part of Task 3 Project Data

5.9	Household Eligibility and Initial Enrollment	
	Application Template	2 months after Kick-off Meeting
	Data submitted as part of Task 3	See Task 3
5.10	Home Assessments	
	Home Assessment Approach and Processes (Draft)	3 months after Kick-off Meeting
	Home Assessment Approach and Processes (Final)	5 months after Kick-off Meeting
	Updated Home Assessment Approach and Processes (if requested by CAM)	within 30 days of request from CAM
	Data submitted as part of Task 3	See Task 3
5.11	Program Participation Agreements and Tenant Protections	
	Program Participation Agreement Template	5 months after Kick-off Meeting
	Data submitted as part of Task 3	See Task 3
5.12	Building Decarbonization Retrofits	
	Data submitted as part of Task 3	See Task 3
	Post-installation Project Certificate Template (Draft)	5 months after Kick-off Meeting
	Post-installation Project Certificate Template (Final)	6 months after Kick-off Meeting
5.13	Quality Assurance and Quality Control (QA/QC)	
	Hotline Call Log Tracker	Weekly or as specified by the CAM
	QA/QC Procedures (Draft)	4 months after Kick-off Meeting
	QA/QC Procedures (Final)	6 months after Kick-off Meeting
	Data submitted as part of Task 3	See Task 3
5.14	Participant Surveys	
	Participant Survey (Draft)	5 months after Kick-off Meeting
	Participant Survey (Final)	9 months after Kick-off Meeting
	Data submitted as part of Task 3	See Task 3
6	Continuous Improvement	
	<i>No Recipient Products for this Task</i>	
7	Coordination and Layering with Other Programs	
	Coordination Plan (Draft)	4 months after Kick-off Meeting
	Coordination Plan (Final)	6 months after Kick-off Meeting
	Data submitted as part of Task 3	See Task 3
8	Coordination with Other Programs and Public Interest Research	
	Data submitted as part of Task 3	See Task 3

ATTACHMENT D

CEC EQUITABLE BUILDING DECARBONIZATION

DIRECT INSTALL PROGRAM TERMS AND CONDITIONS

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TERMS AND CONDITIONS

1. Grant Agreement

This project is being funded with a grant from the California Energy Commission's (CEC) Equitable Building Decarbonization Program. The Equitable Building Decarbonization Program is funded in part by the California Climate Investments² program, and is subject to the laws enacted for the administration of auction proceeds deposited into the Greenhouse Gas Reduction Fund, including without limitation: AB 109 (Chapter 249, Statutes of 2017); Health and Safety Code section 39710 et. seq.; and Government Code sections 16428.8 – 16428.95, including any amendments to these sections.

Under this Agreement, the Recipient shall develop and implement the Equitable Building Decarbonization Direct Install Program, which is a block grant program and governed by California Public Resources Code section 25665.3. Recipient understands that the CEC currently only has \$19,096,500 of the potential \$31,108,439 maximum possible funding for administrative costs under this Agreement and \$171,868,500 of the potential \$297,869,301 for incentives awarded under this Agreement. Therefore, upon execution of this Agreement, Recipient only has authority to spend up to \$19,096,500 in administrative costs, not to exceed 10 percent of the total budget for state funds and 8 percent of the total budget for federal funds. In the future, the CEC may allocate none, some, or the entire remaining contingent amount up to a maximum amount of \$31,108,439 in administrative costs. Recipient shall only be authorized to spend more than the existing \$31,108,439 in administrative costs upon execution of an amendment to this Agreement that authorizes the Recipient to spend more funds.

The Recipient, as implementer of the Equitable Building Decarbonization Direct Install Program, is a conduit of the funds that will be awarded to provide assistance to Retrofit Awardees, and the grant-funded Retrofit Awards do not result in the performance of services by the Retrofit Awardees to the CEC, but the CEC is a real party in interest to the agreements between the Recipient and Retrofit Awardees. The CEC will not take title to equipment acquired by the Retrofit Awardees; and the performance under the Retrofit Awards is not controlled by the CEC. The Retrofit Awardees are being provided assistance to carry out their own projects and are not providing services to the CEC or Recipient. The Retrofit Awards directly benefit each Retrofit Awardee's project. The products produced by the Recipient are a by-product of the main purpose of the block grant. The products are used to monitor the use of grant funds and do not result in a service to the CEC.

² California Climate Investments is a statewide initiative that puts billions of Cap-and-Trade dollars to work reducing greenhouse gas emissions, strengthening the economy, and improving public health and the environment – particularly in disadvantaged communities.

This Agreement is comprised of the grant funding award, these Terms and Conditions, and all attachments, including Federal Award Terms and Conditions (Attachment 10). These Terms and Conditions are standard requirements for grant awards. The CEC may impose additional special conditions in this grant Agreement that address the unique circumstances of this project. Special conditions that conflict with these standard provisions take precedence.

The Recipient's authorized representative shall sign all copies of this Agreement and return all signed packages to the CEC's Grants and Loans Office within 30 days of receipt. Failure to meet this requirement may result in the forfeiture of this award. When all required signatures are obtained, an executed copy will be returned to the Recipient.

The term of this Agreement or the Agreement Period is the length of this Agreement between the CEC and the Recipient. Project means Recipient's specific project that is funded in whole by this Agreement. The Recipient's project will coincide with the Agreement Period.

All reimbursable work and/or the expenditure of funds must occur within the approved term of this Agreement. The CEC cannot authorize any payments until all parties sign this Agreement.

2. Documents Incorporated by Reference

The documents below are incorporated by reference into this Agreement. These terms and conditions will govern in the event of a conflict with the documents below, with the exception of the documents in subsections (e) and (f). Where this Agreement or California laws and regulations are silent or do not apply, the CEC will use the federal cost principles and acquisition regulations listed below as guidance in determining whether reimbursement of claimed costs is allowable. Documents incorporated by reference include:

CEC Guidelines

- a. Equitable Building Decarbonization Direct Install Program Guidelines, <https://www.energy.ca.gov/publications/2023/equitable-building-decarbonization-direct-install-program-guidelines>.

Solicitation Documents (if award is made through a competitive solicitation)

- b. The funding solicitation under which this Agreement was awarded.

- c. The Recipient's proposal submitted in response to the solicitation.

California Air Resources Board Documents

- d. California Air Resources Board, Funding Guidelines for Agencies that Administer California Climate Investments, www.arb.ca.gov/ccifundingguidelines

Federal Cost Principles (applicable to state and local governments, Indian tribes, institutions of higher education, and nonprofit organizations)

- e. 2 Code of Federal Regulations (CFR) Part 200, Subpart E (sections 200.400 et seq.).

Federal Acquisition Regulations (applicable to commercial organizations)

- f. 48 CFR, Ch.1, Subchapter E, Part 31, Subpart 31.2: Contracts with Commercial Organizations (supplemented by 48 CFR, Ch. 9, Subchapter E, Part 931, Subpart 931.2 for Department of Energy grants).

Nondiscrimination

- g. 2 California Code of Regulations (CCR), section 11099 et seq.: Contractor Nondiscrimination and Compliance.

General Laws

- h. Any federal, state, or local laws or regulations applicable to the project that are not expressly listed in this Agreement.

3. Due Diligence

The Recipient is required to take timely actions which, taken collectively, move this project to completion. The Commission Agreement Manager (CAM) will periodically evaluate the project schedule and the Scope of Work tasks. If the CAM determines (1) the Recipient is not being diligent in completing the tasks in the Statement of Work or (2) the time remaining in this Agreement is insufficient to complete all project work tasks by the approved Agreement end term date, the CAM may recommend that this Agreement be terminated, and the Agreement may, without prejudice to any of the CEC's remedies, be terminated.

4. Products

- a. **"Products"** are defined as any tangible item specified for delivery to the CEC in the Scope of Work, including but not limited to data, reports, plans, and other program documents. Unless otherwise directed, draft copies of all products identified in the Scope of Work and Schedule of Products shall be submitted to the CAM for review and comment in the manner and form specified in the Scope of Work.

- b. If the CEC determines that a product is substandard given its description and intended use as described in this Agreement, CEC staff, without prejudice to any of the CEC's other remedies, may refuse to authorize payment for the product and any subsequent products that rely on or are based upon the product under this Agreement.
- c. Failure to submit a product required in the Scope of Work may be considered material noncompliance with the Agreement terms. Without prejudice to any other remedies, noncompliance may result in actions such as the withholding of future payments or awards, or the suspension or termination of the Agreement.

5. **Publications - Legal Statement on Reports and Products**

- a. The Recipient is encouraged to publish or otherwise make publicly available the results of the work conducted under the award.

No product or report produced because of work funded by this program shall be represented to be endorsed by the CEC, and all such products or reports shall include the following statement:

LEGAL NOTICE

This document was prepared as a result of work sponsored by the California Energy Commission. It does not necessarily represent the views of the CEC, its employees, or the State of California. The CEC, the State of California, its employees, contractors, and subcontractors make no warranty, express or implied, and assume no legal liability for the information in this document; nor does any party represent that the use of this information will not infringe upon privately owned rights.

- b. **Acknowledgement of California Climate Investments**

Recipients shall acknowledge the California Climate Investments program as the source of project funds, in any publications, websites, signage, invitations, and other media-related and public-outreach products. The standard funding language is:

The Equitable Building Decarbonization Program is part of California Climate Investments, a statewide initiative that puts billions of Cap-and-Trade dollars to work reducing greenhouse gas emissions, strengthening the economy, and improving public health and the environment – particularly in disadvantaged communities. The Cap-and-Trade program creates a financial incentive for industries to invest in clean technologies and develop innovative ways to reduce pollution. California Climate Investments projects include affordable housing, renewable energy, public transportation, zero-emission vehicles, environmental restoration, more sustainable agriculture, recycling, and much more. At least 35 percent of these investments are located within and benefiting residents of disadvantaged communities, low-income communities, and low-income households across California. For more information, visit the California Climate Investments website at: www.caclimateinvestments.ca.gov.

The Recipient is encouraged to display the California Climate Investments logo on equipment and signage to acknowledge the funding source.

Guidance on California Climate Investments logo usage, signage guidelines, and high-resolution files are contained in a style guide available at: <http://www.caclimateinvestments.ca.gov/logo-graphics-request>.

6. Changes to the Agreement

a. Procedure for Requesting Changes

The Recipient must submit a written request to the CAM for any change to the Agreement. The request must include:

- A brief summary of the proposed change;
- A brief summary of the reason(s) for the change;
- Justification for the change; and
- The revised section(s) of the Agreement, with changes made in underline/ strikethrough format.

b. Approval of Changes

No amendment or variation of this Agreement shall be valid unless made in writing and signed by both of the parties except for the CEC's unilateral termination rights in Section 11 of these terms. No oral understanding or agreement is binding on any of the parties. Changes to the Agreement must be approved at a CEC business meeting or by the Executive Director (or his/her designee).

The CAM or Commission Agreement Officer (CAO) will provide the Recipient with guidance regarding the level of CEC approval required for a proposed change.

c. Personnel or Subcontractor Changes

All changes below require advance written approval by the CAM, in addition to the appropriate level of CEC approval as described in subsection (b).

1) Replacement of Key Personnel, Subcontractors, and Vendors

The CAM must provide advance written approval of the replacement of personnel, subcontractors, and vendors who are identified in the Agreement and are critical to the outcome of the project, such as the Project Manager.

2) Assignment of New Personnel to an Existing Job Classification

If the Recipient or a subcontractor seeks to assign new personnel to a job classification identified in Attachment 4 (Budget Forms), the Recipient or subcontractor must submit the individual's resume and proposed job classification and rate to the CAM for approval. The proposed rate may not exceed the maximum rate identified for the job classification. Neither the Recipient nor any subcontractor may use the job classifications or rates of their subcontractors for personnel.

If the individual performs any work prior to the effective date of the amendment documenting the change, the Recipient will bear the expense of the work.

3) Promotion of Existing Personnel (Applies to Recipients and major subcontractors)

Promotion of existing Recipient and major subcontractor personnel to rates higher than those listed for their current classification in Attachment 4 will not be approved. The actual rates (e.g., direct labor rates, fringe benefit rates, and indirect rates) shall not exceed the approved rates in the Budget.

4) Addition of job classifications and changes in hours.

- 5) Increased direct operating expenses and rates that exceed the expenses and rates identified in Attachment 4.

7. Contracting and Procurement Procedures

This section provides general requirements for (a) an agreement between the Recipient and a third-party subcontractor³ (subcontract), and (b) an agreement between the Recipient and a Retrofit Awardee (Retrofit Award). Where these terms require the Recipient to flow down terms to subcontractors and Retrofit Awardees, the Recipient shall ensure that its agreement with subcontractors and Retrofit Awardees also require the flow down of these terms to every lower-tiered level of sub-subcontractor and sub-Retrofit Awardee.

For subcontracts that are listed as “to be determined” in the Budget, the Recipient must submit a revised Budget to the CAM, identifying the subcontractor and specific items of cost expected to be incurred by that subcontractor. In addition, Recipient must have a fully executed subcontract or Retrofit Award before the subcontractor or Retrofit Awardee can incur any costs for which the Recipient will seek reimbursement.

The Recipient is required, where feasible, to employ contracting and procurement practices that promote open competition for all goods and services needed to complete this project. Recipient shall obtain price quotes from an adequate number of sources for all subcontracts.

The CEC will defer to the Recipient's own regulations and procedures as long as they reflect applicable state and local laws and regulations and are not in conflict with the minimum standards specified in this Agreement.

Upon request, the Recipient must submit to the CAM a copy of all solicitations for services or products required to carry out the terms of this Agreement and copies of the proposals or bids received.

³ A subcontractor is any person or entity that receives grant funds directly from the Recipient and is entrusted by the Recipient to make decisions about how to conduct some of the block grant project activities. A subcontractor's role involves discretion over grant activities and is not merely just selling goods or services. A subcontractor cannot also be a Retrofit Awardee. A vendor is a person or entity that sells goods or services to the Recipient, Subcontractor, or any lower-tiered level of Sub-Subcontractor, in exchange for some of the grant funds, and does not make decisions about how to perform the grant's activities. A vendor's role is ministerial and does not involve discretion over grant activities.

The Recipient is responsible for handling all contractual and administrative issues arising out of or related to any subcontracts it enters into under this Agreement. Nothing contained in this Agreement or otherwise creates any contractual relation between the CEC and any subcontractors, and no subcontract may relieve the Recipient of its responsibilities under this Agreement. The Recipient agrees to be as fully responsible to the CEC for the acts and omissions of its subcontractors or persons directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Recipient.

The Recipient's obligation to pay its subcontractors is an independent obligation from the CEC's obligation to make payments to the Recipient. As a result, the CEC has no obligation to pay or enforce the payment of any funds to any subcontractor. The Recipient is responsible for establishing and maintaining contractual agreements with and reimbursing each subcontractor for work performed in accordance with the terms of this Agreement.

All subcontracts must incorporate all of the following:

- A clear and accurate description of the material, products, or services to be procured as well as a detailed budget and timeline.
- A detailed budget and timeline.
- Provisions that allow for administrative, contractual, or legal remedies in instances where subcontractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
- Provisions for termination by the Recipient, including termination procedures and the basis for settlement, and language conforming to the termination provision related to Executive Order N-6-22 – Russia Sanctions.
- A statement that further assignments will not be made to any third or subsequent tier subcontractor without additional advance written consent of the CEC.
- Language conforming to the following provisions:
 - Publications - Legal Statement on Reports and Products (Section 5)
 - Equipment (Section 10)
 - Travel and Per Diem (Section 13)
 - Standard of Performance (Section 14)
 - Fiscal Accounting Requirements (Section 16)
 - Indemnification (Section 17)
 - Nondiscrimination Statement of Compliance (Section 20.b)
 - Site Visits (Section 21)

- Public Works – Payment of Prevailing Wages (Section 23)
- Intellectual Property (Section 24)
- Remedies for Non-Compliance (Section 25)
- Enforcement (Section 26)
- Receipt of Confidential Information and Personal Information (Section 28)
- Conflicts of Interest (Section 31)
- Survival of the following provisions:
 - Equipment (Section 10)
 - Fiscal Accounting Requirements (Section 16)
 - Intellectual Property (Section 24)
 - Receipt of Confidential Information and Personal Information (Section 28)

Recipients who are subcontracting with University of California (UC) may use the terms and conditions negotiated by the CEC with UC for their subcontracts. Recipients who are subcontracting with the United States Department of Energy (DOE) national laboratories may use the terms and conditions negotiated with DOE.

Without limiting any of the CEC's other remedies, failure to comply with the above requirements may result in the termination of this Agreement.

Retrofit Awards funded in whole or in part by this Agreement must incorporate all of the following:

- Provisions that allow for administrative, contractual, or legal remedies in instances where Retrofit Awardees violate or breach contract terms, including Program Participation Agreement terms and the tenant protections therein, and provide for such sanctions and penalties as may be appropriate, including the repayment to CEC of grant funds spent under the Retrofit Award.
- Provisions for termination by the Recipient, including termination procedures and the basis for settlement, and language conforming to the termination provision related to Executive Order N-6-22 – Russia Sanctions.
- A statement that further assignments will not be made to any third or subsequent tier Retrofit Awardee without additional advance written consent of the CEC.
- Language conforming to the following provisions:
 - Equipment (Section 10)
 - Indemnification (Section 17)

- Site Visits (Section 21)
- Remedies for Non-Compliance (Section 25)
- Enforcement (Section 26)
- Receipt of Confidential Information and Personal Information (Section 28), if applicable
- Conflicts of Interest (Section 31)
- Survival of the following provisions:
 - Equipment (Section 10)

8. Bonding and Insurance

The Recipient will follow its own bonding and insurance requirements relating to bid guarantees, performance bonds, and payment bonds without regard to the dollar value of the subcontract(s) as long as they reflect applicable state and local laws and regulations.

9. Permits and Clearances

The Recipient is responsible for ensuring all necessary permits and environmental documents are prepared and clearances are obtained from the appropriate agencies.

10. Equipment

Equipment is defined as having a useful life of at least one year, having an acquisition unit cost of at least \$5,000, and purchased with grant funds. Equipment means any products, objects, machinery, apparatus, implements, or tools purchased, used, or constructed within the project, including those products, objects, machinery, apparatus, implements or tools from which over thirty percent (30%) of the equipment is composed of materials purchased for the project. For purposes of determining depreciated value of equipment used in the Agreement, the project shall terminate at the end of the normal useful life of the equipment purchased, funded and/or developed with CEC funds. The CEC may determine the normal useful life of such equipment.

Title to equipment and any appliance acquired by the Recipient with grant funds shall vest in the Recipient, and the Recipient may transfer title to Retrofit Awardees. Title to equipment acquired by Retrofit Awardees with grant funds, if any, shall vest in the Retrofit Awardee. The Recipient shall use the equipment in the project or program for which it was acquired as long as needed, whether or not the project or program continues to be supported by grant funds, and the Recipient shall not encumber the property without CAM approval. When no longer needed for the original project or program, the Recipient shall contact the CAM for disposition instructions.

The Recipient shall also flow to Retrofit Awardee any requirements developed in the Program Participation Agreements developed under the Scope of Work. The Recipient shall require Retrofit Awardee to comply with any limitations on equipment or appliance disposition provided in any lease addendum, deed recording, or other document provided by the Recipient.

11. Termination

This project may be terminated for any reason set forth below.

With Cause

The CEC may, for cause, terminate this Agreement upon giving five (5) calendar days advance written notice to the Recipient. In this event, the Recipient will use all reasonable efforts to mitigate its expenses and obligations.

The term “for cause” includes but is not limited to the following:

- Reorganization to a business entity unsatisfactory to the CEC;
- Retention or hiring of subcontractors, or replacement or addition of personnel, that fail to perform to the standards and requirements of this Agreement;
- The Recipient’s inability to pay its debts as they become due and/or the Recipient’s default of an obligation that impacts its ability to perform under this Agreement; or
- Significant change in state or CEC policy such that the work or product being funded would not be supported by the CEC.

Without Cause

The CEC may terminate this Agreement without cause upon giving thirty (30) days advance written notice to the Recipient. In this event, the Recipient will use all reasonable efforts to mitigate its expenses and obligations.

If this Agreement is terminated with or without cause, the CEC reserves the right to transfer this project to another Equitable Building Decarbonization regional administrator and Recipient will use good faith efforts to take steps to effectuate the transfer.

12. Stop Work

CEC staff may, at any time, by written notice to Recipient, require Recipient to stop all or any part of the work tasks in this Agreement. Stop work orders may be issued for reasons such as a project exceeding budget, standard of performance, out of scope work, delay in project schedule, misrepresentations and the like.

- a. Compliance. Upon receipt of such a stop work order, Recipient shall immediately take all necessary steps to comply therewith and to stop the incurrence of costs allocable to the CEC.
- b. Canceling a Stop Work Order. Recipient shall resume the work only upon receipt of written instructions from CEC staff.

13. Travel and Per Diem

- a. The Recipient shall be reimbursed for travel and per diem expenses using the same rates provided to non-represented State employees, subject to any state-wide prohibition on travel. The Recipient must pay for travel in excess of these rates. The Recipient may obtain current rates from the [CEC's website](http://www.energy.ca.gov/contracts/TRAVEL_PER_DIEM.PDF) at:
http://www.energy.ca.gov/contracts/TRAVEL_PER_DIEM.PDF.
- b. For purposes of payment, Recipient's headquarters shall be considered the location of the Recipient's office where the employees' assigned responsibilities for this award are permanently assigned.
- c. Travel identified in the Budget section of this Agreement is approved and does not require further authorization.
- d. Travel that is not included in the Budget section of this Agreement shall require written authorization from the CAM and CAO prior to travel departure. The CEC will reimburse travel expenses from the Recipient's office location.
- e. The Recipient must retain documentation of travel expenses in its financial records. The documentation must be listed by trip and include dates and times of departure and return, departure city, and destination city. Travel receipts, including for travel meals and incidentals, shall be submitted with payment requests requesting reimbursement from the CEC.

14. Standard of Performance

Recipient, its subcontractors, and their employees, in the performance of Recipient's work under this Agreement shall be responsible for exercising the degree of skill and care required by customarily accepted good professional practices and procedures used in the Recipient's field.

Any costs for failure to meet the foregoing standard or to correct otherwise defective work that requires re-performance of the work, as directed by CAM, shall be borne in total by Recipient and not the CEC.

It is the Recipient's duty to ensure that CEC funds are not misspent by subcontractors or misused by Retrofit Awardees. For example, Recipient must ensure CEC funds are used to reimburse or otherwise pay for allowable costs that are actually incurred. This includes that it is the Recipient's duty to develop internal controls to detect fraud, waste, and abuse.

In the event Recipient/subcontractor fails to perform in accordance with the above standard:

- a. Recipient/subcontractor will re-perform, at its own expense, any task which was not performed to the reasonable satisfaction of the CAM. Any work re-performed pursuant to this paragraph shall be completed within the time limitations originally set forth for the specific task involved. Recipient/subcontractor shall work any overtime required to meet the deadline for the task at no additional cost to the CEC;
- b. The CEC shall provide a new schedule for the re-performance of any task pursuant to this paragraph in the event that re-performance of a task within the original time limitations is not feasible; and
- c. The CEC shall have the option to direct Recipient/subcontractor not to re-perform any task which was not performed to the reasonable satisfaction of the CAM pursuant to application of (a) and (b) above. In the event the CEC directs Recipient/subcontractor not to re-perform a task, the CEC and Recipient shall negotiate a reasonable settlement for satisfactory work performed. No previous payment shall be considered a waiver of the CEC's right to reimbursement.

Nothing contained in this section is intended to limit any of the rights or remedies which the CEC may have under law.

15. Payment of Funds

a. Advance funds for Retrofit Awards

This Agreement is for the Recipient to administer a block grant program. Under Public Resources Code section 25661(b) the CEC has authority to advance up to 25 percent of the clean energy program moneys allocated to recipients of a financial incentive, and Public Resources Code section 25660(c) confers block grant authority.

Under this Agreement, the Recipient can request but is not guaranteed to receive advance funds for Retrofit Awards (i.e., incentives). Funds will not be advanced for other project expenditures. It is solely within the CEC's discretion to allow advance funds. Because the CEC earns interest on the funds in its accounts, the CEC can lose interest if it advances funds long before Recipient actually pays out the funds (i.e., the funds sit in Recipient's account instead of the CEC's interest-earning account). The Recipient shall establish a separate ledger account or fund for receipt and disbursement of advance funds under this Agreement.

Accordingly, the Recipient, if allowed to receive advance funds for Retrofit Awards, shall take reasonable efforts to minimize the time between receiving advance funds and paying them out. The CEC can request at any time that the Recipient repay to the CEC any funds advanced to Recipient that the Recipient has not paid out, and the Recipient shall repay the unspent advanced funds within 10 days of receiving the CEC's request.

The Recipient shall pay to the CEC any interest it earns on advanced funds that cumulatively total more than \$200. This means over the life of this Agreement, if the Recipient cumulatively earns more than \$200 on advanced funds, any additional interest amounts after that shall be paid to the CEC. Alternatively, the CEC in its sole discretion, can instead subtract the interest amount over \$200 from the amount paid to Recipient as requested in Recipient's future invoices.

In addition to other documentation the Recipient must provide under this Agreement, upon request by the CEC, the Recipient shall provide all documents related to advanced funds received and paid out and any interest earned on the funds.

b. Reimbursement for all other project expenditures

The CEC agrees to reimburse the Recipient for actual allowable expenditures incurred in accordance with the Budget. The rates in the Budget are rate caps, or the maximum amount allowed to be billed.

The Recipient can only bill for actual expenses incurred at the Recipient's actual rates not to exceed the rates specified in the Budget (e.g., direct labor rates, fringe benefit rates, and indirect rates). For example, if the Budget includes an employee's hourly rate of \$50/hour but the employee is only paid \$40/hour, the Recipient can only bill for \$40/hour. Under the same example, if the employee earned \$70/hour but the Budget only lists \$50/hour, the Recipient can only bill for \$50. Another example is if the maximum fringe benefit rate listed in the Budget is 20% but the Recipient's actual fringe benefit rate is only 15%, the Recipient can only bill at 15%. The actual rates (e.g., direct labor rates, fringe benefit rates, and indirect rates) should not exceed the approved rates in the Budget.

(1) Payment Requests

The Recipient may request payment from the CEC no more frequently than monthly. The final payment request must be received by the CEC along with the Final Report 60 days prior to the end of the Agreement term.

Payments will generally be made on a reimbursement basis for Recipient expenditures, i.e., after the Recipient has incurred the cost for a service, product, supplies, or other approved budget item. No reimbursement for food or beverages shall be made other than allowable per diem charges.

Funds in this Agreement have a limited period in which they must be expended. All Recipient expenditures must occur within the approved term of this Agreement.

(2) Documentation

All payment requests must be submitted using a completed Payment Request form and emailed to invoices@energy.ca.gov. This form must be accompanied by an itemized list of all charges and copies of all receipts or invoices necessary to document these charges for the CEC, including backup documentation for actual expenditures, such as timecards, vendor invoices, and proof of payment. Any payment request that is submitted without the itemization will not be authorized. If the itemization or documentation is incomplete, inadequate, or inaccurate, the CAM will inform the Recipient via a Dispute Notification Form (Std. 209) and hold the invoice until all required information is received or corrected. Any penalties imposed on the Recipient by a subcontractor because of delays in payment will be paid by the Recipient.

Any documentation in foreign currency must be converted to dollars, and the conversion rate must be included in your itemization.

(3) Certification

The following certification shall be included on each Payment Request form and signed by the Recipient's authorized officer:

I certify that this invoice is correct and proper for payment, and reimbursement for these costs has not and will not be received from any other sources, including but not limited to a government entity contract, subcontract, or other procurement method.

Additional certification is required related to the payment of prevailing wages. Refer to Sections 20 and 23 of these terms and conditions for more information.

(4) Government Entity

Government Entity is defined as a governmental agency from California or any state or a state college or state university from California or any state; a local government entity or agency, including those created as a Joint Powers Authority; an auxiliary organization of the California State University or a California community college; the Federal Government; a foundation organized to support the Board of Governors of the California Community Colleges or an auxiliary organization of the Student Aid Commission established under Education Code 69522.

(5) Release of Funds

The CAM will not process any payment request during the Agreement term until the following conditions have been met:

- All required reports have been submitted and are satisfactory to the CAM.
- All applicable special conditions have been met.
- All appropriate permits or permit waivers from governmental agencies have been issued to the Recipient and copies have been received by the CAM.
- All products due have been submitted and are satisfactory to the CAM.
- Other prepayment conditions as may be required by the CAM have been met. Such conditions will be specified in writing ahead of time, if possible.

(6) Fringe Benefits, Indirect Overhead, and General and Administrative (G&A)

Indirect cost rates must be developed in accordance with generally accepted accounting principles. If the Recipient has an approved fringe benefits or indirect cost rate (indirect overhead or G&A) from their cognizant Federal Agency, the Recipient may bill at the federal rate up to the Budget rate caps if the following conditions are met:

- The Recipient may bill at the federal provisional rate but must adjust annually to reflect their actual final rates for the year in accordance with the Labor, Fringe, and Indirect Invoicing Instructions which can be accessed in this agreement.

- The cost pools used to develop the federal rates must be allocable to the CEC Agreement, and the rates must be representative of the portion of costs benefiting the CEC Agreement. For example, if the federal rate is for manufacturing overhead at the Recipient's manufacturing facility and the CEC Agreement is for research and development at their research facility, the federal indirect overhead rate would not be applicable to the CEC Agreement.
- The federal rate must be adjusted to exclude any costs that are specifically prohibited in the CEC Agreement.
- The Recipient may only bill up to the Agreement Budget rate caps unless and until an amendment to the Agreement Budget is approved.

(7) Retention

It is the CEC's policy to retain 10 percent of any payment request or 10 percent of the total CEC award until the end of the project. After the project is complete the Recipient must submit a completed payment request form requesting release of the retention. The CAM will review the project file and, when satisfied that the terms of the funding Agreement have been fulfilled, will authorize release of the retention.

Retention shall only be held for administrative costs.

The CEC may choose to release retention on an annual basis, if the Recipient's performance and completion of products and activities over the course of the year in question (referred to herein as a Retention Year) is determined by the CAM to be satisfactory. The Retention Year shall align with the reporting period for the Recipient's Annual Reports. After the completion of a Retention Year and submission of the associated Annual Report, the Recipient may submit a completed payment request form requesting release of retention pursuant to this paragraph.

(8) State Controller's Office

Payments are made by the State Controller's Office.

16. Fiscal Accounting Requirements

a. Accounting and Financial Methods

The Recipient shall establish a separate ledger account or fund for receipt and disbursement of CEC funds for each project funded by the CEC. Expenditure details must be maintained in accordance with the approved budget details using appropriate accounting practices.

b. Retention of Records

The Recipient shall retain all project records (including financial records, progress reports, and payment requests) for a minimum of three (3) years after the final payment has been received or five (5) years after the state grant term, whichever is later, unless otherwise specified in the funding Agreement.

Records for nonexpendable personal property acquired with grant funds shall be retained for five years after its final disposition or five years after the state grant term, whichever is later.

c. Audits

Upon written request from the CEC, the Recipient shall provide detailed documentation of all expenses at any time throughout the project. In addition, the Recipient agrees to allow the CEC or any other agency of the State, or their designated representative, upon written request, to have reasonable access to and the right of inspection of all records that pertain to the project during the term of this Agreement and for a period of three (3) years thereafter or three years after the federal grant term, whichever is later, unless the CEC notifies the Recipient, prior to the expiration of such three-year period, that a longer period of record retention is necessary. Further, the Recipient agrees to incorporate an audit of this project within any scheduled audits, when specifically requested by the State. Recipient agrees to include a similar right to audit in any subcontract.

Recipients are strongly encouraged to conduct annual audits in accordance with the single audit concept. The Recipient should provide two copies of the independent audit report and any resulting comments and correspondence to the CAM within 30 days of the completion of such audits.-

17. Indemnification

The Recipient agrees to indemnify, defend, and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting to Recipient, the CEC, and to any and all contractors, subcontractors, Retrofit Awardees, vendors, materialmen, laborers, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Recipient in the performance of this Agreement.

This includes repayment to CEC for funds advanced which were not spent, either by the Recipient or a subcontractor, in accordance with the terms of this Agreement.

18. Workers' Compensation Insurance

- a. Recipient hereby warrants that it carries Worker's Compensation Insurance for all of its employees who will be engaged in the performance of this Agreement, and agrees to furnish to the CAM satisfactory evidence of this insurance at any time the CAM may request.
- b. If Recipient is self-insured for worker's compensation, it hereby warrants such self-insurance is permissible under the laws of the State of California and agrees to furnish to the CAM satisfactory evidence of this insurance at any time the CAM may request.

19. General Provisions

a. Governing Law

It is hereby understood and agreed that this Agreement shall be governed by the laws of the State of California as to interpretation and performance.

b. Independent Capacity

The Recipient, and the agents and employees of the Recipient, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the CEC.

c. Assignment

Without the written consent of the CEC in the form of a formal written amendment, this Agreement is not assignable or transferable by Recipient either in whole or in part.

d. Timeliness

Time is of the essence in this Agreement.

e. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

f. Waiver

No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative, that is, in addition to every other remedy provided therein or by law.

g. Assurances

The CEC reserves the right to seek further written assurances from the Recipient and its team that the work of the project under this Agreement will be performed consistent with the terms of the Agreement.

h. Change in Business

(1) Recipient shall promptly notify the CEC of the occurrence of each of the following:

- (a) A change of address.
- (b) A change in the business name or ownership.
- (c) The existence of any litigation or other legal proceeding affecting the Project.
- (d) The occurrence of any casualty or other loss to Project personnel, equipment or third parties of a type commonly covered by insurance.
- (e) Receipt of notice of any claim or potential claim against Recipient for patent, copyright, trademark, service mark and/or trade secret infringement that could affect the CEC's rights.

(2) Recipient shall not change or reorganize the type of business entity under which it does business except upon prior written notification to the CEC. A change of business entity or name change requires an amendment assigning or novating the Agreement to the changed entity. In the event the CEC is not satisfied that the new entity can perform as the original Recipient, the CEC may terminate this Agreement as provided in the termination paragraph.

i. Survival of Terms

It is understood and agreed that certain provisions shall survive the completion or termination date of this Agreement for any reason. The provisions include, but are not limited to:

- Publications - Legal Statement on Reports and Products (Section 5)
- Equipment (Section 10)
- Termination (Section 11)
- Payment of Funds (Section 15)
- Fiscal Accounting Requirements (Section 16)
- Indemnification (Section 17)
- Change in Business (Section 19.h)

- Intellectual Property (Section 24)

20. Certifications and Compliance

Federal, State and Municipal Requirements

Recipient must obtain any required permits and shall comply with all applicable federal, State, and municipal laws, rules, codes, and regulations for work performed under this Agreement.

Nondiscrimination Statement of Compliance

During the performance of this Agreement, Recipient and its subcontractors shall not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. Recipient and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Recipient and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code sections 12990 et seq.) and the applicable regulations promulgated thereunder (CCR, Title 2, section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4.1 of Title 2 of the CCR are incorporated into this Agreement by reference and made a part of it as if set forth in full. Recipient and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

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

Drug-Free Workplace Certification

By signing this Agreement, the Recipient hereby certifies under penalty of perjury under the laws of the State of California that the Recipient will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- (1) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations as required by Government Code section 8355(a)(1).

- (2) Establish a Drug-Free Awareness Program as required by Government Code section 8355(a)(2) to inform employees about all of the following:
- The dangers of drug abuse in the workplace;
 - The person's or organization's policy of maintaining a drug-free workplace;
 - Any available counseling, rehabilitation, and employee assistance programs; and
 - Penalties that may be imposed upon employees for drug abuse violations.
- (3) Provide, as required by Government Code section 8355(a)(3), that every employee who works on the proposed project:
- Will receive a copy of the company's drug-free policy statement;
 - Will agree to abide by the terms of the company's statement as a condition of employment on the project.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both, and the Recipient may be ineligible for any future State awards if the CEC determines that any of the following has occurred: (1) the Recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

d. Child Support Compliance Act (Applicable to California Employers)

For any Agreement in excess of \$100,000, the Recipient acknowledges that:

- It recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- To the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

e. Americans with Disabilities Act

By signing this Agreement, Recipient assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101, et seq.), which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA.

f. Air or Water Pollution Violation

Under state laws, the Recipient will not be:

- (1) In violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district;
- (2) Subject to a cease-and-desist order not subject to review issued pursuant to section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or
- (3) Finally determined to be in violation of provisions of federal law relating to air or water pollution.

g. National Labor Relations Board Certification (Not applicable to public entities)

The Recipient, by signing this Agreement, swears under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Recipient within the immediately preceding two-year period because of the Recipient's failure to comply with an order of a federal court that orders the Recipient to comply with an order of the National Labor Relations Board.

21. Site Visits

The CEC and/or its designees have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. Recipient must provide and must require subcontractors and Retrofit Awardees to provide reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

22. Budget Contingency Clause

It is mutually agreed that this Agreement shall be of no further force and effect if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the work identified in the Scope of Work. In this event, the CEC shall have no liability to pay any funds whatsoever to the Recipient or to furnish any other consideration under this Agreement, and the Recipient shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the CEC shall have the option to either: 1) cancel this Agreement with no liability occurring to the CEC; or 2) offer an Agreement Amendment to the Recipient to reflect the reduced amount.

**23. Public Works -- Payment of Prevailing Wages
Generally Required by Law**

Projects that receive an award of public funds from the CEC often involve construction, alteration, demolition, installation, repair, or maintenance work over \$1,000.

NOTE: Projects that receive an award of public funds from the CEC are likely to be considered public works under the California Labor Code. See Chapter 1 of Part 7 of Division 2 of the California Labor Code, commencing with section 1720 and Title 8, CCR, Chapter 8, Subchapter 3, commencing with section 16000.

Accordingly, the CEC assumes that all projects it funds are public works. Projects deemed to be public works require among other things the payment of prevailing wages.

NOTE: Prevailing wage rates can be significantly higher than non-prevailing wage rates.

By accepting this Agreement, Recipient as a material term of this Agreement shall be fully responsible for complying with all California public works requirements including but not limited to payment of prevailing wage. Public Resources Code section 25665.3(f) provides that "[p]rojects funded pursuant the [Equitable Building Decarbonization] direct install program shall be performed by workers paid prevailing wage where possible and when applicable." Therefore, as a material term of this Agreement, Recipient must either:

(a) Proceed on the assumption that the project is a public work and ensure that:

- (i) prevailing wages are paid; and
- (ii) the project budget for labor reflects these prevailing wage requirements; and
- (iii) the project complies with all other requirements of prevailing wage law including but not limited to keeping accurate payroll records, and complying with all working hour requirements and apprenticeship obligations;

or,

(b) Timely obtain a legally binding determination from the California Department of Industrial Relations (DIR) or a court of competent jurisdiction before work begins on the project that the proposed project is not a public work.

NOTE: Only the DIR and courts of competent jurisdiction have jurisdiction to issue legally binding determinations that a particular project is or is not a public work.

If the Recipient is unsure whether the project receiving this award is a “public work” as defined in the California Labor Code, it may wish to seek a timely determination from the DIR or an appropriate court.

NOTE: Such processes can be time consuming and therefore it may not be possible to obtain a timely determination before the date for performance of the award commences.

If the Recipient does not timely obtain a binding determination from DIR or a court of competent jurisdiction that the project is not a public work, before this Agreement from the CEC is executed, the Recipient shall assume that the project is a public work and that payment of prevailing wages is required and shall pay prevailing wages unless and until such time as the project is subsequently determined to not be a public work by DIR or a court of competent jurisdiction.

NOTE: California Prevailing Wage law provides for substantial damages and financial penalties for failure to pay prevailing wages when payment of prevailing wages is required.

Subcontractors and Flow-down Requirements. Recipient shall ensure that its subcontractors, if any, also comply with above requirements with respect to public works/prevailing wage. Recipient shall ensure that all agreements with its contractors/subcontractors to perform work related to this project contain the above terms regarding payment of prevailing wages on public works projects. Recipient shall be responsible for any failure of Recipient’s subcontractors to comply with California prevailing wage and public works laws.

Indemnification and Breach. Any failure of Recipient or its subcontractors to comply with the above requirements shall constitute a breach of this Agreement that excuses the CEC’s performance of this Agreement at the CEC’s option, and shall be at Recipient’s sole risk. In such a case, CEC may refuse payment to Recipient of any amount under this Agreement and CEC shall be released, at its option, from any further performance of this award or any portion thereof. By accepting this Agreement, and as a material term of this Agreement, Recipient agrees to indemnify the CEC and hold the CEC harmless for any and all financial consequences arising out of or resulting from the failure of Recipient and/or any of Recipient’s subcontractors to pay prevailing wages or to otherwise comply with the requirements of prevailing wage law.

Budget. Recipient's budget and subcontractors' budgets on public works projects must indicate which job classifications are subject to prevailing wage. For detailed information about prevailing wage and the process to determine if the proposed project is a public work, Recipient may wish to contact the DIR or a qualified labor attorney of their choice for guidance.

Covered Trades. For public works projects, Recipient may contact DIR for a list of covered trades and the applicable prevailing wage.

Questions. If Recipient has any questions about this contractual requirement or the wage, record keeping, apprenticeship or other significant requirements of California prevailing wage law, it is recommended that Recipient consult DIR and/or a qualified labor attorney of its choice before accepting this Agreement.

Certification. Recipient shall certify to the CEC on each Payment Request Form, either that (1) prevailing wages were paid to eligible workers who provided labor for work covered by the payment request and that the Recipient and all contractors and subcontractors otherwise complied with all California prevailing wage laws, or (2) that the project is not a public work requiring the payment of prevailing wages. In the latter case, Recipient shall provide competent proof of a DIR or court determination that the project is not a public work requiring the payment of prevailing wages.

Prior to the release of any retained funds under this Agreement, the Recipient shall submit to the CEC the above-described certificate signed by the Recipient and all contractors and subcontractors performing public works activities on the project. Absent such certificate, Recipient shall have no right to any funds under this Agreement, and CEC shall be relieved of any obligation to pay said funds.

24. *Intellectual Property*

- a. The CEC makes no claim to "intellectual property" developed under this Agreement except as expressly provided herein.
- b. "Intellectual property" means: (a) inventions, technologies, designs, drawings, software, formulas, compositions, processes, techniques, works of authorship, trademarks, service marks, and logos that are created, conceived, discovered, made, developed, altered, or reduced to practice with Agreement or match funds during or after the Agreement term; (b) any associated proprietary rights to these items, such as patent and copyright; and (c) any upgrades or revisions to these items.

"Product" means any tangible item specified for delivery to the CEC in the Scope of Work.

"Works of authorship" does not include written products created for Agreement reporting and management purposes, such as reports, summaries, lists, letters, agendas, schedules, and invoices.

- c. The CEC owns all products identified in the Scope of Work, with the exception of products that fall within the definition of "intellectual property."
- d. The CEC has a no-cost, non-exclusive, transferable, irrevocable, royalty-free, worldwide, perpetual license to use, publish, translate, modify, and reproduce intellectual property for governmental purposes, including but not limited to providing data and reports to other government entities, state legislature, and utility companies and using data for the development of future programs.
- e. The Recipient may not, in supplying work under this Agreement, knowingly infringe or misappropriate any intellectual property right of a third party and will take reasonable actions to avoid infringement.

To the extent allowed under California law, the Recipient will defend and indemnify the CEC from and against any claim, lawsuit, or other proceeding, loss, cost, liability, or expense (including court costs and reasonable fees of attorneys and other professionals) to the extent arising out of: (i) any third party claim that a product infringes any patent, copyright, trade secret, or other intellectual property right of any third party; or (ii) any third party claim arising out of the negligent or other tortious acts or omissions by the Recipient or its employees, subcontractors, or agents in connection with or related to the products or the Recipient's performance under this Agreement.

25. CEC Remedies for Recipient's Non-Compliance

Without limiting any of its other remedies, the CEC may, for Recipient's noncompliance of any Agreement requirement, withhold future payments, demand and be entitled to repayment of past reimbursements, or suspend or terminate this Agreement. The tasks in the Scope of Work are non-severable, and completion of all of them is material to this Agreement. Thus, the CEC, without limiting its other remedies, is entitled to repayment of all funds paid to Recipient if the Recipient does not timely complete all tasks in the Scope of Work. These remedies will also be flowed down to Retrofit Awardees in the event of breach of their Program Participation Agreements.

Further, if any penalty, fine, or other assessment is issued against the CEC or the CEC and other parties as a result of the Recipient's, its subcontractors', or a Retrofit Awardee's failure to comply with the Agreement requirements, the Recipient shall pay all assessment amounts with its own, non-grant funds, including any assessment against the CEC. Should the Recipient fail to pay the penalty, fine, or other assessment, the Recipient acknowledges that such monies may be paid out of retention.

26. Enforcement

a. Recovery of Overpayment or Misuse of Funds

The CEC may direct the CEC's Office of Chief Counsel to commence formal legal action against any applicant or Recipient to recover any portion of a payment under the Agreement that the Executive Director determines the applicant or Recipient was not otherwise entitled to receive.

b. Fraud and Misrepresentation

The Executive Director may initiate an investigation of any applicant, Recipient, subcontractor, vendor, or Retrofit Awardee that the Executive Director has reason to believe may have misstated, falsified, or misrepresented information in submitting an application, payment claim, or reporting any information required by the Agreement. Based on the results of the investigation, the Executive Director may take any action deemed appropriate, including, but not limited to, termination of the Agreement, recovery of any overpayment, and, with the concurrence of the CEC, recommending the Attorney General initiate an investigation and prosecution under Government Code section 12650, et seq., or other provisions of law.

27. Confidential Recipient Information

a. Identification of Confidential Recipient Information

- (1) For the purposes of this Section, "Confidential Recipient Information" refers to information belonging to the Recipient that the Recipient has satisfactorily identified as confidential and the CEC has agreed to designate as confidential under Title 20 CCR section 2505.
- (2) Prior to the effective date of this Agreement, the Recipient will identify all products (or information contained within products) it considers Confidential Recipient Information, and provide the legal basis for confidentiality, in Attachment 1 to this Exhibit. If the CEC agrees the information is confidential, it will not disclose it except as provided in subsection (b).
- (3) During the Agreement, if the Recipient obtains or develops additional products (or information contained within products) not originally identified as Confidential Recipient Information in Attachment 1 to

this Exhibit, the Recipient will follow the procedures for a request for designation of confidential information as specified in Title 20 CCR section 2505.

The CEC's Executive Director will make the confidentiality determination. Such subsequent determinations may be added to the list of confidential deliverables in the Attachment 1 to this Exhibit. The CEC will not disclose information subject to an application for confidential designation except as provided in subsection (b).

- (4) When submitting products containing Confidential Recipient Information, the Recipient will mark each page of any document containing Confidential Recipient Information as "confidential" and present it in a sealed package to the Contracts, Grants, and Loans Office.

The CAM may require the Recipient to submit a non-confidential version of the product if it is feasible to separate the Confidential Recipient Information from the non-confidential information. The Recipient is not required to submit such products in a sealed package.

b. Disclosure of Confidential Recipient Information

The CEC will only disclose Confidential Recipient Information under the circumstances specified in Title 20 CCR sections 2506, 2507, and 2508. All Confidential Recipient Information that is legally disclosed by the Recipient or any other entity will become a public record and will no longer be subject to the CEC's confidentiality designation.

c. Waiver of Consequential Damages

In no event will the CEC or the state of California be liable for any special, incidental, or consequential damages based on breach of warranty, breach of contract, negligence, strict tort, or any other legal theory for the disclosure of the Confidential Recipient Information, even if the CEC has been advised of the possibility of such damages.

Damages that the CEC and the state of California will not be responsible for include but are not limited to lost profit; lost savings or revenue; lost goodwill; lost use of the product or any associated equipment; cost of capital; cost of any substitute equipment, facilities, or services; downtime; the claims of third parties including customers; and injury to property.

d. Limitations on the Disclosure of Products

During the Agreement, the Recipient, subcontractors, any lower-tiered level of sub-subcontractors, and Vendors must receive written approval from the CAM prior to disclosing the contents of any draft product to a third party. However, if the CEC makes a public statement about the content of any product provided by the Recipient and the Recipient believes the statement is incorrect, the Recipient may state publicly what it believes is correct.

28. Receipt of Confidential Information and Personal Information

For the purposes of this Section, “confidential information” refers to information the CEC has designated as confidential pursuant to Title 20 CCR section 2505 *et seq.*, information the CEC has otherwise deemed or stated to be confidential, and other information exempt from public disclosure under the provisions of the California Public Records Act or other applicable state or federal laws.

For the purposes of this Section, “personal information” refers to information that meets the definition of “personal information” in California Civil Code section 1798.3(a) or one of the data elements set forth in California Civil Code section 1798.29(g)(1) or (g)(2). Personal information is a type of confidential information and is therefore subject to all requirements for confidential information provided in this Agreement and applicable law. However, there are additional requirements specific to personal information.

For the purposes of this Section, “special terms for confidential information” refers to the CEC’s special terms and conditions for the receipt of confidential information and personal information. The CEC’s special terms for confidential information include, but are not limited to, having in place an Information Security Program Plan, and obtaining nondisclosure agreements from all individuals who will be provided access to confidential information or personal information.

If the Recipient will receive confidential information or personal information from the CEC or a third-party for the performance of this Agreement, the Recipient must first agree to and comply with the CEC’s special terms for confidential information.

If any other individual or entity participating in any way with this Agreement, including but not limited to subcontractors, Retrofit Awardees, vendors, and other project partners, will receive confidential information or personal information from the CEC or a third-party for the performance of this Agreement, that individual or entity must first agree to and comply with the CEC's special terms for confidential information. The Recipient must flow-down the CEC's special terms for confidential information into each subcontract, Retrofit Award, vendor agreement, or other project partner agreement that will be provided access to confidential information or personal information before the individual or entity has access to any such information. Recipient must also require all individuals and entities to flow-down this Section to any lower tier subcontractors, Retrofit Awardees, vendors, project partners, and other individual or entity participating in any way with this Agreement that will be provided access to Confidential Information or Personal Information before the individual or entity has access to any such information.

If this Agreement does not include the CEC's special terms for confidential information and CEC determines the Recipient or any other individual or entity participating in any way with this Agreement will receive confidential information or personal information from the CEC or a third-party for the performance of this Agreement, the CEC reserves the option to amend this Agreement to add its special terms for confidential information.

Except as provided in Title 20 CCR sections 2506, 2507, and 2508, and the CEC's special terms for confidential information, Recipient or any other individual or entity participating in any way with this Agreement may not disclose any information provided to it by the CEC or a third party for the performance of this Agreement if the information has been designated as confidential or is the subject of a pending application for confidential designation.

29. Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine the Recipient is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide the Recipient advance written notice of such termination, allowing the Recipient at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the CEC.

30. Greenhouse Gas Reduction Fund Requirements

- a. This Agreement is funded in part by the Greenhouse Gas Reduction Fund (GGRF) created pursuant to Government Code section 16428.8. This Agreement is subject to, and Recipient shall comply with, the provisions of the laws enacted for spending of auction proceeds deposited into the GGRF, including without limitation: Health and Safety Code section 39710 et. seq.; Government Code section 16428.8 – 16428.95, including any amendments to these sections. In addition to GGRF reporting requirements, Recipients will be responsible for other reporting requirements as outlined in the Scope of Work and specified by the CAM.

b. Reporting

Recipients of GGRF funds must submit reports on expenditures, investment benefits, and project outcomes, per guidance from the California Air Resources Board (CARB). Recipient shall provide reports on all projects during the term of this Agreement and for a period specified by CARB to meet project outcome reporting requirements.

Reporting shall follow the technical standards, format, process, and timing specified by the CAM, consistent with the project-type specific reporting requirements in CARB guidance and methodologies. Information to be reported includes, but is not limited to:

(1) Greenhouse Gas (GHG) Reductions

- Recipient Name or Project ID
- Project description
- Project location
- Census tract
- Project Stages and Dates for Reaching Milestones: Project Selected; Completed; Operational; GHG reductions began
- GGRF dollars allocated and total project cost including GGRF and non-GGRF monies
- Leveraged and/or match funds
- Quantification Period (number of years the project will provide GHG emission reductions)
- Number of projects/incentives/dwellings modified
- Estimated /actual total project GHG emission reductions
- Other information as specified by the CAM and in accordance with CARB requirements

(2) Priority Populations

Recipient reporting shall include information regarding benefits to priority populations, consistent with the detailed information in the CARB guidance which is posted at www.arb.ca.gov/cqi-quantification. Recipient reporting shall include any information needed to evaluate, using the appropriate Benefit Criteria Table, whether the project has a direct benefit to priority populations.

“Priority populations” include residents of: (A) census tracts identified as disadvantaged by California Environmental Protection Agency per SB 535; (B) census tracts identified as low-income per AB 1550; or (C) a low-income household per AB 1550.

(3) Co-Benefits

Recipient reporting shall include each project’s economic, environmental, or public health benefits, including, but not limited to:

- Estimated /actual total reductions in other criteria air pollutants (PM 2.5, NOx, etc.)
- Estimated /actual energy and fuel costs saved (kWh, therms, or other fuels) for energy efficiency and electrification projects
- Other information as specified by the CAM and in accordance with CARB requirements.

(4) Job Creation Benefits

Recipient reporting shall include data related to the number of job-years provided, average wages and benefits, the number of people who completed job training or received industry-recognized certifications, targeted hiring strategy and residence location of job/training recipients, as specified by the CAM and in accordance with CARB requirements.

31. Conflicts of Interest

- a. Recipient agrees to continuously review new and upcoming projects in which Recipient, its subcontractors or other project partners may be involved for potential conflicts of interest (e.g., Gov. Code § 81000 et seq., and Gov. Code § 1090 et seq.). Recipient shall inform the CAM as soon as a question arises about whether a potential conflict may exist or as soon as the Recipient knows a conflict exists. The CAM and CEC's Chief Counsel's Office shall determine what constitutes a potential conflict of interest. The CEC reserves the right to redirect work and funding on a project if the CEC's Chief Counsel's Office determines that there is a potential conflict of interest.
- b. **Appearances of Conflicts of Interest**

The Recipient acknowledges that in governmental agreements even the appearance of a conflict of interest can be harmful to the interest of the State. Thus, the Recipient, its subcontractors and project partners shall refrain from any practices, activities, or relationships that appear to conflict with their obligations under this Agreement, unless the Recipient receives prior written approval of the CEC. In the event the Recipient is uncertain whether the appearance of a conflict of interest may exist, the Recipient shall submit to the CAM a written description of the relevant details.
- c. **Prohibition on Participating in CEC Funding Opportunities**

Under this Agreement, the Recipient and its subcontractors and project partners will, with oversight from the CEC, develop and implement programs. Accordingly, the Recipient and its subcontractors and project partners are prohibited from participating and agree not to participate in any manner (e.g., as an applicant, subcontractor, or match-funding partner) in any financial incentive program implemented under this Agreement.
- d. **Possible amendment of conflicts of interest provisions**

The Recipient acknowledges that, if amendments to this Agreement are made to develop and fund programs or otherwise expand the scope of work, the role of employees of the Recipient, subcontractors and project partners may become more defined. As those responsibilities and tasks are defined, the CAM and CEC's Chief Counsel's Office reserve the right to determine if it is appropriate to designate certain individuals who are participating in the making of government decisions as "consultants" under the Political Reform Act and therefore require the disclosure of economic interests pursuant to Government Code section 87300 and the CEC's Conflict of Interest Code at CCR, Title 20, sections 2401-2402. Upon such determination, this Agreement shall be amended to include the specific procedural requirements applicable to the Recipient, subcontractors and project partners, and any designated consultants.

32. Disclosure.

The Recipient shall promptly inform the CEC when it is engaged by another State agency for work that is similar to a product under the scope of work contemplated in this Agreement. Where that similar work product or deliverable is applicable to this Agreement, the Recipient may use such work product or deliverable, but is barred from billing the CEC in this Agreement for the work performed under the other agreement and not actually performed under this Agreement. Where actual labor is expended to generate the same or similar work product or deliverable under this Agreement as another agreement, the Recipient is allowed to bill for such labor actually performed.

ATTACHMENT E

DOE HOMES TERMS AND CONDITIONS

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Subpart A. Award Provisions

1. Purpose

The purpose of this exhibit is to provide the federal terms and conditions for California Energy Commission (CEC)'s award to Subrecipient under this Agreement. This award is made pursuant to the Section 50121 of the Inflation Reduction Act (IRA), which is referred to as the Home Owner Managing Energy Savings (HOMES) Rebate Program.

2. Summary of Award

Name of Federal awarding agency	U.S. Department of Energy
Name of Recipient /pass-through entity, and contact information for awarding official of the Recipient	California Energy Commission
Name of Subrecipient	
Subrecipient's unique entity identifier (DUNS)	
Federal award identification number (FAIN)	
Federal Award Date of award to the Recipient by the Federal agency	
Subaward period of performance start and end date	
Amount of Federal funds obligated by this action by the pass-through entity to the Subrecipient	
Total amount of Federal funds obligated to the Subrecipient by the pass-through entity including the current obligation	
Total amount of the Federal award committed to the Subrecipient by the pass-through entity	
Federal award description as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	
Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement;	
Identification of whether the award is research and development (R&D)	
Indirect cost rate for Federal award (including if the application of the de minimis rate per §200.414 Indirect (F&A) costs)	[refer to Sub's grant application]

3. Resolution of Conflicting Terms

In the event of any conflict in the terms of this Agreement, this Exhibit will take precedence.

4. Documents Incorporated by Reference

The following documents are hereby incorporated by reference:

- a. Award Agreement between the U.S. Department of Energy (DOE) and CEC, Award No. DE-SE0000024 (Award).
- b. Public Law 117-169, IRA.
- c. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 Code of Federal Regulations (CFR) part 200 as amended by 2 CFR part 910, located at <http://www.eCFR.gov>.
- d. The Administrative and Legal Requirements Document (ALRD) for the HOMES Rebate Program, located at <https://www.energy.gov/scep/home-energy-rebate-programs-guidance>.
- e. The standard DOE financial assistance intellectual property provisions applicable to various types of recipients, located at: <https://energy.gov/gc/standard-intellectual-property-ip-provisions-financial-assistance-awards>.
- f. The National Policy Assurances, located at: <http://www.nsf.gov/awards/managing/rtc.jsp> and <https://www.energy.gov/management/articles/national-policy-assurances-be-incorporated-award-terms>.
- g. Research Terms and Conditions and the DOE Agency Specific Requirements at <http://www.nsf.gov/bfa/dias/policy/rtc/index.jsp> (if the Award is for research and the Award is to a university or non-profit).
- h. Subrecipient's application or proposal for the HOMES Rebate Program as accepted by CEC.

5. Funding Restrictions

Funding is contingent upon the availability of funds appropriated by Congress for the purpose of this program and the availability of future-year budget authority.

6. Flow down requirements

- a. Subrecipient must require inclusion in all lower tier subrecipient or subcontract agreements, all federal award terms, and conditions in 2 CFR part 200 as amended by 2 CFR part 910 as set forth in 2 CFR 200.101 and ensure strict compliance.
- b. Subrecipient must require inclusion in all lower tier subrecipient or subcontract agreements all applicable Intellectual Property provisions and National Policy Assurances incorporated by reference in Subpart A.3.
- c. Subrecipient must require inclusion in all lower tier subrecipient or subcontract agreements, all other requirements as applicable in this Exhibit or elsewhere in the Agreement.

7. Reporting Requirements

- a. The federal reporting requirements are described in the Federal Assistance Reporting Checklist, Attachment 2 to Award DE-SE000024.

- b. CEC's noncompliance with reporting requirements may result in withholding of future payments, suspension, or termination of the Award, and withholding of future federal awards.
- c. Subrecipient must assist CEC with meeting all federal reporting requirements by providing all information requested by CEC for reporting purposes within the timeframes requested by CEC. Failure to by Subrecipient to comply with this requirement is a material breach of this Agreement.
- d. Scientific and Technical Information (STI) generated under this Award will be submitted to DOE via the Office of Scientific and Technical Information's Energy Link system. STI submitted under this Award will be disseminated via DOE's OSTI.gov website subject to approved access limitations. Citations for journal articles produced under the Award will appear on the DOE PAGES website. STI submitted to E-Link must not contain any Protected Personal Identifiable Information (PII), limited rights data (proprietary data), classified information, information subject to export control classification, or other information not subject to release.

8. Stewardship

- a. CEC and the Office of State and Community Energy Programs (SCEP) within DOE will exercise normal stewardship in overseeing the project activities performed under this Agreement. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to address deficiencies that develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the project objectives have been accomplished.
- b. Subrecipient may be required to participate in, or provide information, documents, or other assistance requested by CEC or SCEP for the purpose of CEC or SCEP's federal stewardship.

9. CEC and Federal Involvement

- a. Subrecipient may be required to participate in periodic review meetings with SCEP to assess work performance under the Award and the timely achievement of technical milestones and deliverables. SCEP will determine the frequency of review meetings and select the day, time, and location of each review meeting. Subrecipient may be required to provide an overview of work performed under this Agreement, including but not limited to:
 - i. Technical progress compared to the Milestone Summary Table stated in Attachment 1 of Award DE-SE000024.
 - ii. Subrecipient's actual expenditures compared to the approved budget in Attachment 3 of Award DE-SE000024.
 - iii. Other subject matter specified by the DOE Technology Manager/Project Officer.
- b. Subrecipient must notify CEC, who in turn will notify SCEP, in advance of scheduled tests and internal project meetings that would entail discussion of topics that could result in major changes to the baseline project technical scope/approach, cost, or schedule. Upon request by CEC or SCEP, Subrecipient must provide CEC and SCEP with reasonable access (by telephone, webinar, or otherwise) to the tests and project meetings.
- c. CEC and SCEP's authorized representatives have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. Subrecipient must provide, and must require any lower tier

subrecipients to provide, reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the government representatives in the

performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

- d. Subrecipient must provide, and must require any lower tier subrecipients to provide, any information, documents, site access, or other assistance requested by CEC SCEP for the purpose of federal stewardship or substantial involvement.

10. Audits

- a. Subrecipient and its lower tier subrecipients, contractors, and subcontractors must provide any information, documents, site access, or other assistance requested by SCEP, DOE or Federal auditing agencies (e.g., DOE Inspector General, Government Accountability Office) for the purpose of audits and investigations. Such assistance may include, but is not limited to, reasonable access to records of the Subrecipient and its lower tier subrecipients, contractors, and subcontractors relating to this Agreement.
- b. Consistent with 2 CFR part 200 as amended by 2 CFR part 910, DOE may audit the financial records or administrative records of the Subrecipient and its lower tier subrecipients, contractors, and subcontractors relating to this Award at any time. Government-initiated audits are generally paid for by DOE.
- c. DOE may conduct a final audit at the end of the project period (or the termination of the Award, if applicable). Upon completion of the audit, the Subrecipient and its lower tier subrecipients, contractors, and subcontractors are required to refund to DOE any payments for costs that were determined to be unallowable. If the audit has not been performed or completed prior to the closeout of the award, DOE retains the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.
- d. DOE will provide reasonable advance notice of audits and will minimize interference with ongoing work, to the maximum extent practicable.

11. Refund Obligation

Subrecipient must refund any excess payments, received from CEC, including any interest. This obligation to refund excess payment also applies to any Subrecipient costs determined unallowable by CEC or DOE.

12. Foreign Travel

Subrecipient must obtain the prior written approval of CEC for any foreign travel costs.

13. Program Income

If the Subrecipient earns program income during the project period as a result of this Agreement, Subrecipient must add the program income to the funds committed to this Agreement and used to further eligible project objectives.

14. Decontamination and/or Decommissioning (D&D) Costs

Notwithstanding any other provision, DOE or CEC are not responsible for or have any obligation to Subrecipient for (1) Decontamination and/or Decommissioning (D&D) of any of Subrecipient's facilities, or (2) any costs which may be incurred by Subrecipient in connection with the D&D of any of its facilities due to the performance of the work under this Agreement, whether said work was performed prior to or subsequent to the effective date of this Agreement.

15. National Environmental Policy Act (NEPA)

- a. DOE must comply with the National Environmental Policy Act prior to authorizing the use of Federal funds.
- b. DOE has determined that certain "Allowable Activities" listed in the State Energy Office NEPA Determination (Attachment 5) to Award DE-SE000024 are categorically excluded and require no further NEPA review. Subrecipient is thereby authorized to use Federal funds for the "Allowable Activities" listed in the IRA 50121 and 50122, Home Energy Rebate Programs Early Admin Funds ALRD NEPA Determination, subject to this Section 14 and the restrictions listed in Attachment 5.
- c. This NEPA Determination only applies to activities funded by the IRA 50121 and 50122, Home Energy Rebate Programs Early Admin Funds ALRD.
- d. Activities not listed under "Allowable Activities" are subject to additional NEPA review and approval by DOE. For activities requiring additional NEPA review, Subrecipient may be required to complete the environmental questionnaire found at <https://www.eere-pmc.energy.gov/NEPA.aspx> and receive notification from DOE that the NEPA review has been completed and approved by DOE's Contracting Officer prior to initiating the project or activities.
- e. Subrecipient must identify and promptly notify CEC of extraordinary circumstances, cumulative impacts or connected actions that may lead to significant effects on the human environment, or any inconsistency with the "integral elements" (as contained in 10 CFR Part 1021, Appendix B) as they relate to project activities.
- f. Subrecipient must adhere to the terms and restrictions of California's DOE executed Historic Preservation Programmatic Agreement (PA). DOE executed Historic Preservation PA are available on the Office of State and Community Energy Programs website: <https://www.energy.gov/scep/historic-preservation-executed-programmatic-agreements>.
- g. Subrecipients are responsible for completing the online NEPA and Historic preservation training at <http://www.energy.gov/node/4816816> and contacting NEPA with any questions GONEPA@ee.doe.gov.
- h. If Subrecipient intends to undertake activities or projects that do not fall within the NEPA determination, those activities and projects are subject to additional NEPA review by DOE and are not authorized for Federal funding unless and until DOE's Contracting Officer provides written authorization on those additions or modifications. Should Subrecipient elect to undertake activities or projects prior to written authorization from DOE's Contracting Officer, Subrecipient does so at risk of not receiving Federal funding for those activities and projects, and such costs may not be recognized as allowable cost match.

16. Historic Preservation

- a. DOE must comply with the requirements of Section 106 of the National Historic Preservation Act prior to authorizing the use of Federal funds. Section 106 applies to historic properties

that are listed in or eligible for listing in the National Register of Historic Places.

- b. Subrecipient must comply with all the Stipulations of California's DOE executed Historic Preservation PA. All DOE executed PAs are available on the Office of State and Community Energy Programs website: <https://www.energy.gov/scep/historic-preservation-executed-programmatic-agreements>.
- c. In addition to the Stipulations in their PAs, Recipients must notify CEC, who will in turn DOE via GONEPA@ee.doe.gov whenever:
 - i. Subrecipient or the State Historic Preservation Office (SHPO)/Tribal Historic Preservation Office (THPO) believes that the Criteria of Adverse Effect pursuant to 36 CFR § 800.5, apply to the proposal under consideration by DOE;
 - ii. There is a disagreement between an applicant, or its authorized representative, and the SHPO/THPO about the scope of the area of potential effects, identification, and evaluation of historic properties and/or the assessment of effects;
 - iii. There is an objection from a consulting party or the public regarding their involvement in the review process established by 36 CFR Part 800, Section 106 findings and determinations, or implementation of agreed upon measures; or
 - iv. There is the potential for a foreclosure situation or anticipatory demolition as defined under 36 CFR §800.9 (b) and 36 CFR § 800.9 (c).

17. Intellectual Property

Intellectual property rights are subject to 2 CFR 200.315 (e.g., institution of higher education or nonprofit organizations) or 2 CFR 910.362 (e.g., for-profit).

18. Performance of Work in United States

- a. All work performed under this Agreement must be performed in the United States unless DOE provides a waiver. This requirement does not apply to the purchase of supplies and equipment; however, Subrecipient should make every effort to purchase supplies and equipment within the United States.
- b. If Subrecipient fails to comply with the Performance of Work in the United States requirement, DOE's Contracting Officer may deny reimbursement for the work conducted outside the United States and such costs may not be recognized as allowable Subrecipient cost share regardless if the work is performed by Subrecipient or its lower tier subrecipients, vendors or other project partners.
- c. DOE may approve the performance of a portion of the work outside the United States under limited circumstances. Contractor must obtain a waiver via CEC prior to conducting any work outside the U.S.
- d. Subrecipient must obtain a waiver from DOE's Contracting Officer prior to conducting any work outside the U.S. To request a waiver, the Contractor must submit a written request to CEC, who in turn will provide to DOE, that includes:
 - i. The rationale for performing the work outside the U.S.;

- ii. A description of the work proposed to be performed outside the U.S;
- iii. The proposed budget of work to be performed; and
- iv. The countries in which the work is proposed to be performed.

The rationale must demonstrate to the satisfaction of DOE that the performance of work outside the United States would further the purposes of the Federal Program and is in the economic interests of the United States. DOE's Contracting Officer may require additional information before considering such a request.

19. Foreign National Involvement

Subrecipients and its lower tier subrecipients and contractors who anticipate involving foreign nationals in the performance of an award, may be required to provide CEC and DOE with specific information about each foreign national to satisfy requirements for foreign national participation. A foreign national is defined as any person who is not a U.S. citizen by birth or naturalization. The volume and type of information collected may depend on various factors associated with the award.

20. Publications

Subrecipient is required to include the following acknowledgement in publications arising out of, or relating to, work performed under this Agreement, whether copyrighted or not:

- a. Acknowledgment: "This material is based upon work supported by the U.S. Department of Energy's Office of State and Community Energy Programs (SCEP) under the IRA Home Energy Rebates Award Number DE-SE000024."
- b. Full Legal Disclaimer: "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."
- c. Abridged Legal Disclaimer: "The views expressed herein do not necessarily represent the views of the U.S. Department of Energy or the United States Government."

Subrecipient should make every effort to include the full Legal Disclaimer. However, in the event Subrecipient is constrained by formatting and/or page limitations set by the publisher, the abridged Legal Disclaimer is an acceptable alternative.

21. Budget Changes

- a. Any increase in the total project cost, whether DOE share or Cost Share, must be approved in advance and in writing by CEC and DOE's Contracting Officer. Any change that alters the project scope, milestones or deliverables requires prior written approval of CEC and DOE's

Contracting Officer. SCEP may deny reimbursement for any failure to comply with the requirements in this term.

- b. Subrecipient must obtain the prior written approval for any transfer of funds among direct cost categories where the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total project cost. Subrecipient must notify CEC, who will in turn the DOE Technology Manager/Project Officer of any transfer of funds among direct cost categories where the cumulative amount of such transfers is equal to or below 10 percent of the total project cost.
- c. Subrecipient must obtain the prior written approval for any transfer of funds between direct and indirect cost categories. If Subrecipient's actual allowable indirect costs are less than those budgeted, Subrecipient may use the difference to pay additional allowable direct costs during the project period so long as the total difference is less than 10% of total project costs and the difference is reflected in actual requests for reimbursement.

22. Interim Conflict of Interest Policy for Financial Assistance

- a. The DOE interim Conflict of Interest Policy for Financial Assistance (COI Policy) can be found at <https://www.energy.gov/management/pf-2022-17-department-energy-interim-conflict-interest-policy-requirements-financial>. This policy is applicable to all non-Federal entities applying for, or that receive, DOE funding by means of a financial assistance award (e.g., a grant, cooperative agreement, or technology investment agreement) and, through the implementation of this policy by the entity, to each Investigator who is planning to participate in, or is participating in, the project funded wholly or in part under this Award. The term "Investigator" means the Principal Investigator and any other person, regardless of title or position, who is responsible for the purpose, design, conduct, or reporting of a project funded by DOE or proposed for funding by DOE.
- b. Subrecipient must flow down the requirements of the interim COI Policy to any lower tier subrecipients, with the exception of DOE National Laboratories.
- c. Further, Subrecipient must identify all financial conflicts of interests (FCOI), i.e., managed, and unmanaged/unmanageable, in its initial and ongoing FCOI reports. It is understood that non-Federal entities and individuals receiving DOE financial assistance awards will need sufficient time to come into full compliance with DOE's interim COI Policy. To provide some flexibility, DOE allows for a staggered implementation. **Specifically, prior to award, Subrecipient must ensure all Investigators on this Award complete their significant financial disclosures; review the disclosures; determine whether a FCOI exists; develop and implement a management plan for FCOIs; and provide DOE with an initial FCOI report that includes all FCOIs (i.e., managed, and unmanaged/unmanageable).** Subrecipient will have 180 days from the date of this Award to come into full compliance with the other requirements set forth in DOE's interim COI Policy.

23. Terms Subject to Change Upon Obligation of Full Formula Award Allocation

- a. These terms and conditions cover the initial allocation of funds for this program. Subrecipient is advised that some terms may be added, modified, or removed upon CEC's application and approval for the full formula allocation under this program, in order to properly implement all programmatic requirements associated with the program.
- b. Additional terms that may be incorporated include, but are not limited to:

- i. Publication of Information on the Internet
- ii. Certification and Registration
- iii. Whistleblowers and False Claims

24. Reporting Tracking and Segregation of Incurred Costs

IRA funds may be used in conjunction with other funding, as necessary to complete projects, but tracking and reporting must be separate. Subrecipient must keep separate records for IRA funds and must ensure those records comply with the requirements of the IRA.

Subpart B. General Provisions

1. Compliance with Federal, State, and Municipal Law

- a. Subrecipient must comply with all applicable federal, state, and local laws and regulations for all work performed under this Agreement.
- b. Subrecipient must obtain all necessary federal, state, and local permits, authorizations, and approvals for all work performed under this Agreement.
- c. Any apparent inconsistency between federal and state laws and regulations and the terms and conditions of this Award must be referred to CEC's Contract Administration Manager for guidance.

2. Record Retention

Subrecipient is required to retain records relating to this Award consistent with 2 CFR 200.334 through 200.338.

3. Allowable costs

- a. Allowable costs are determined in accordance with 2 CFR part 200 as amended by 2 CFR part 910. All project costs must be allowable, allocable, and reasonable in accordance with the applicable federal cost principles. Pursuant to 2 CFR 910.352, the cost principles in the Federal Acquisition Regulations (48 CFR Part 31.2) apply to for-profit entities. The cost principles contained in 2 CFR Part 200, Subpart E apply to all entities other than for-profits. Costs to support or oppose union organizing, whether directly or as an offset for other funds, are unallowable.
- b. Subrecipient must document and maintain records of all project costs, including, but not limited to, the costs paid by Federal funds, costs claimed by its lower-tier subrecipients and project costs that the Subrecipient claims as cost sharing, including in-kind contributions. Subrecipient is responsible for maintaining records adequate to demonstrate that costs claimed have been incurred, are reasonable, allowable, and allocable, and comply with the cost principles. Upon request, the Subrecipient is required to provide such records. Such records are subject to audit. Failure to provide adequate supporting documentation may result in a determination that those costs are unallowable.
- c. Payments made for costs determined to be unallowable by either DOE, cognizant agency for indirect costs, or pass-through entity, either as direct or indirect costs, must be refunded (including interest) to the Federal Government in accordance with instructions from the Federal

agency that determined the costs are unallowable unless Federal statute or regulation directs otherwise. See also 2 CFR 200.300 through 200.309.

4. Indirect Costs

Subrecipient's indirect costs must be appropriately managed, be allowable, and comply with the requirements of the Award and 2 CFR Part 200 as amended by 2 CFR Part 910.

5. Profit or Fees

See 2 CFR 910.358 for limitations pertaining to profit or fees.

6. Project Closeout

In addition to any other requirements set forth in this Agreement, Subrecipient must comply with the project closeout requirements in 2 CFR 200.344.

7. Property Standards

See 2 CFR 200.310 through 200.316 for requirements. Also see 2 CFR 910.360 for additional requirements for real property and equipment for For-Profit Subrecipients, which include but are not limited to prior approval for real property or equipment with an acquisition cost per unit of \$5,000 or more and, in certain circumstances, recording UCC financing statements.

8. Insurance Coverage

See 2 CFR 200.310 for insurance requirements for real property and equipment acquired or improved with Federal funds. Also see 2 CFR 910.360(d) for additional requirements for real property and equipment for For-Profit recipients.

9. Real Property

- a. Subject to the conditions set forth in 2 CFR 200.311, title to real property acquired or improved under a Federal award will conditionally vest upon acquisition in the non-Federal entity. The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.311 before disposing of the property.
- b. Except as otherwise provided by Federal statutes or by the Federal awarding agency, real property will be used for the originally authorized purpose as long as needed for that purpose. When real property is no longer needed for the originally authorized purpose, the non-Federal entity must obtain disposition instructions from DOE or pass-through entity. The instructions must provide for one of the following alternatives: (1) retain title after compensating DOE as described in 2 CFR 200.311(c)(1); (2) Sell the property and compensate DOE as specified in 2 CFR 200.311(c)(2); or (3) transfer title to DOE or to a third party designated/approved by DOE as specified in 2 CFR 200.311(c)(3).
- c. See 2 CFR 200.311 for additional requirements pertaining to real property acquired or improved under a Federal award. Also see 2 CFR 910.360 for additional requirements for real property for For-Profit recipients.

10. Equipment

- a. Subject to the conditions provided in 2 CFR 200.313, title to equipment (property) acquired under a Federal award will vest conditionally with the non-Federal entity. The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.313 before disposing of the property.
- b. States must use equipment acquired under a Federal award by the state in accordance with state laws and procedures.
- c. Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as it is needed, whether or not the project or program continues to be supported by the Federal award. When no longer needed for the originally authorized purpose, the equipment may be used by programs supported by DOE in the priority order specified in 2 CFR 200.313(c)(1)(i) and (ii).
- d. Management requirements, including inventory and control systems, for equipment are provided in 2 CFR 200.313(d).
- e. When equipment acquired under a Federal award is no longer needed, the non-Federal entity must obtain disposition instructions from DOE or pass-through entity.
- f. Disposition will be made as follows: (a) items of equipment with a current fair market value of \$5,000 or less may be retained, sold, or otherwise disposed of with no further obligation to DOE; (b) Non-Federal entity may retain title or sell the equipment after compensating DOE as described in 2 CFR Part 200.313(e)(2); or (c) transfer title to DOE or to an eligible third Party as specified in CFR Part 200.313(e)(3).
- g. See 2 CFR 200.313 for additional requirements pertaining to equipment acquired under a Federal award. Also see 2 CFR 910.360 for additional requirements for equipment for For-Profit recipients. See also 2 CFR 200.439 Equipment and other capital expenditures.

11. Supplies

See 2 CFR 200.314 for requirements pertaining to supplies acquired under a Federal award. See also 2 CFR 200.453 Materials and supplies costs, including costs of computing devices.

12. Property Trust Relationship

Real property, equipment, and intangible property, that are acquired or improved with a Federal award must be held in trust by the non-Federal entity as trustee for the beneficiaries of the project or program under which the property was acquired or improved. See 2 CFR 200.316 for additional requirements pertaining to real property, equipment, and intangible property acquired or improved under a Federal award.

13. Uniform Commercial Code (UCC) Financing Statements

Per 2 CFR 910.360 (Real Property and Equipment), when applicable, requires when Subrecipient purchases with federal funds, and federal share of the financial assistance agreement is more than \$1,000,000, Subrecipient must:

Properly record, and consent to DOE's ability to properly record if the Subrecipient fails to do so, UCC financing statement(s) for all equipment in excess of \$5,000 purchased with project funds. These financing statement(s) must be approved in writing by the DOE Contracting Officer prior to the recording, and they shall provide notice that the recipient's title to all equipment (not real

property) purchased with federal funds under the financial assistance agreement is conditional pursuant to the terms of this section, and that the government retains an undivided reversionary interest in the equipment. The UCC financing statement(s) must be filed before the DOE Contracting Officer may reimburse the recipient for the federal share of the equipment unless otherwise provided for in the relevant financial assistance agreement. The recipient shall further make any amendments to the financing statements or additional recordings, including appropriate continuation statements, as necessary or as the Contracting Officer may direct.

14. Conference Spending

Subrecipient must not expend any funds on a conference not directly and programmatically related to the purpose for which the grant or cooperative agreement was awarded that would defray the cost to the United States Government of a conference held by any Executive branch department, agency, board, commission, or office for which the cost to the United States Government would otherwise exceed \$20,000, thereby circumventing the required notification by the head of any such Executive Branch department, agency, board, commission, or office to the Inspector General (or senior ethics official for any entity without an Inspector General), of the date, location, and number of employees attending such conference.

15. Lobbying

- a. By accepting funds under this Award, the Subrecipient agrees that it must not use, directly or indirectly, any federal funds to influence or attempt to influence, directly or indirectly, congressional action on any legislative or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.
- b. If this Award to subrecipient exceeds \$100,000, the Subrecipient must complete and submit SF-LLL, "Disclosure of Lobbying Activities" (<https://www.grants.gov/web/grants/forms/sf-424-individual-family.html>) to ensure that non-federal funds have not been paid and will not be paid to any person for influencing or attempting to influence any of the following in connection with the application for this Program

16. Telecommunications and Video Surveillance Services or Equipment Prohibition

As set forth in 2 CFR 200.216, Subrecipient is prohibited from obligating or expending project funds (Federal funds and Subrecipient cost share) to:

- a. Procure or obtain;
- b. Extend or renew a contract to procure or obtain; or
- c. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology

Company (or any subsidiary or affiliate of such entities).

- ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
- iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

See Public Law 115-232, section 889, 2 CFR 200.216, and 2 CFR 200.471 for additional information.

17. Affirmative Action and Pay Transparency Requirements

All federally assisted construction contracts exceeding \$10,000 annually will be subject to the requirements of Executive Order 11246:

- a. Subrecipient and its subrecipients, contractors and subcontractors are prohibited from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identity or national origin.
- b. Subrecipient and its subrecipients, contractors and subcontractors are required to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment. This includes flowing down the appropriate language to all subrecipients, contractors and subcontractors.
- c. Subrecipient and its subrecipients, contractors and subcontractors are prohibited from taking adverse employment actions against applicants and employees for asking about, discussing, or sharing information about their pay or, under certain circumstances, the pay of their co-workers.

The Department of Labor's (DOL) Office of Federal Contractor Compliance Programs (OFCCP) uses a neutral process to schedule contractors for compliance evaluations. OFCCP's Technical Assistance Guide⁴ should be consulted to gain an understanding of the requirements and possible actions the Subrecipient and its subrecipients, contractors and subcontractors must take. Additionally, for construction projects valued at \$35 million or more and lasting more than one year, the Subrecipient and its subrecipients, contractors and subcontractors may be selected by OFCCP as a mega construction project. If selected, DOE, under relevant legal authorities including Sections 205 and 303(a) of Executive Order 11246, will require participation as a condition of the award. This program offers extensive compliance assistance with EO 11246. For more information regarding this program, see <https://www.dol.gov/agencies/ofccp/construction/mega-program>.

18. Nondiscrimination

By signing this Agreement or accepting funds under this Agreement, Subrecipient assures that it will comply with applicable provisions of the following, national policies prohibiting discrimination:

⁴ See OFCCP's Technical Assistance Guide at: <https://www.dol.gov/sites/dolgov/files/ofccp/Construction/files/ConstructionTAG.pdf?msclkid=9e397d68c4b111ec9d8e6fecb6c710ec>. Also see the National Policy Assurances at <http://www.nsf.gov/awards/managing/rtc.jsp>.

- a. On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.), as implemented by DOE regulations at 10 CFR part 1040.
- b. On the basis of race, color, religion, sex, or national origin, in Executive Order 11246 [3 CFR, 1964-1965 Comp., p. 339], as implemented by Department of Labor regulations at 41 CFR part 60.
- c. On the basis of sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.), as implemented by DOE regulations at 10 CFR parts 1041 and 1042.
- d. On the basis of age, in the Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR part 90 and DOE at 10 CFR part 1040.
- e. On the basis of handicap, in (1) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by Department of Justice regulations at 28 CFR part 41 and DOE regulations at 10 CFR part 1041 and (2) The Architectural Barriers Act of 1968 (42 U.S.C. 4151, et seq.).

19. **Americans with Disabilities Act of 1990**

Subrecipient shall comply with: (i) section 504 of the Rehabilitation Act of 1973 which prohibits discrimination on the basis of disability in federally assisted programs; (ii) the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination on the basis of disability irrespective of funding; and (iii) all applicable regulations and guidelines issued pursuant to both the Rehabilitation Act and the ADA.

20. **Promoting Free Speech and Religious Liberty**

States, local governments, or other public entities may not condition sub-awards in a manner that would discriminate, or disadvantage sub-recipients based on their religious character.

21. **Nondisclosure and Confidentiality Agreement Assurances**

- a. By entering into this Agreement, Subrecipient attests that it does not and will not require its employees or contractors to sign internal nondisclosure or confidentiality agreements or statements prohibiting or otherwise restricting its employees or contractors from lawfully reporting waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- b. The Subrecipient further attests that it **does not and will not** use any Federal funds to implement or enforce any nondisclosure and/or confidentiality policy, form, or agreement it uses unless it contains the following provisions:

“These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General or any investigative or law enforcement representative of a Federal department or agency of a suspected violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this Agreement and are controlling.”

- c. The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- d. Notwithstanding the provision listed in paragraph (a), a nondisclosure or confidentiality policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity, other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure or confidentiality forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

22. Export Control

- a. The United States Government regulates the transfer of information, commodities, technology, and software considered to be strategically important to the U.S. to protect national security, foreign policy, and economic interests without imposing undue regulatory burdens on legitimate international trade. There is a network of federal agencies and regulations that govern exports that are collectively referred to as "Export Controls". Subrecipient is responsible for ensuring compliance with all applicable U.S. Export Control laws and regulations relating to any work performed under this Award, at the Subrecipient or lower tier level.
- b. Subrecipient must immediately report to DOE any export control violations related to the project funded under this Award, at the Subrecipient or a lower tier level, and provide the corrective actions to prevent future violations.

23. Corporate Felony Conviction and Federal Tax Liability Assurances

- a. By entering into this Agreement, Subrecipient attests that it has not been convicted of a felony criminal violation under Federal law in the 24 months preceding the date of signature.
- b. Subrecipient further attests that it does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- c. For purposes of these assurances, the following definitions apply:

A Corporation includes any entity that has filed articles of incorporation in any of the 50 states, the District of Columbia, or the various territories of the United States [but not foreign corporations]. It includes both for-profit and non-profit organizations.

24. Insolvency, Bankruptcy or Receivership

- a. Subrecipient shall immediately notify the CEC, who will in turn notify DOE, of the occurrence of any of the following events:
 - i. the Subrecipient, or its parent's filing of a voluntary case seeking liquidation or reorganization under the Bankruptcy Act;

- ii. the Subrecipient's consent to the institution of an involuntary case under the Bankruptcy Act against the Subrecipient, or its parent;
 - iii. the filing of any similar proceeding for or against the Subrecipient, or its parent, or its consent to, the dissolution, winding-up or readjustment of the Subrecipient's debts, appointment of a receiver, conservator, trustee, or other officer with similar powers over the Subrecipient under any other applicable state or federal law; or
 - iv. The Subrecipient's insolvency due to its inability to pay its debts generally as they become due.
- b. Such notification shall be in writing and shall:
- i. specifically set out the details of the occurrence of an event referenced in paragraph (a);
 - ii. provide the facts surrounding that event; and
 - iii. provide the impact such event will have on the project being funded by this Award.
- c. Upon the occurrence of any of the four events described in the first paragraph, CEC and DOE reserve the right to conduct a review of the Subrecipient's award to determine the Subrecipient's compliance with the required elements of the Award (including such items as cost share, progress towards technical project objectives, and submission of required reports). If the DOE review determines that there are significant deficiencies or concerns with the Subrecipient's performance under the Award, the DOE reserves the right to impose additional requirements, as needed, including
- i. change the Subrecipient's payment method; or
 - ii. institute payment controls.
- d. Failure of the Subrecipient to comply with this term may be considered a material noncompliance of this financial assistance award by the DOE Contracting Officer.

25. Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

All contracts made by a non-Federal entity under the Federal award, including those made by the Subrecipient, must contain the provisions listed in Appendix II to 2 CFR Part 200.

26. Final Incurred Cost Audit

In accordance with 2 CFR Part 200 as amended by 2 CFR Part 910, the CEC and/or DOE reserves the right to initiate a final incurred cost audit on this Award. If the audit has not been performed or completed prior to the closeout of the award, the CEC and/or DOE retains the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

27. Required Reporting under the Federal Funding and Transparency Act of 2006

- a. Public Law 109-282, the Federal Funding Accountability and Transparency Act of 2006 as amended (FFATA), requires certain disclosures of entities and organizations receiving federal funds. The administrative requirements for complying with FFATA are contained in 2 CFR Part 170. Subrecipient must comply, as applicable, with all FFATA requirements including but not

limited to providing CEC with any required data within the timeframe requested by CEC.

- b. Unless an exemption applies, CEC must report each action that equals or exceeds \$30,000 in Federal funds for a subaward to an “non-federal entity” as defined in 2 CFR Part 170 to <https://www.fsrc.gov>.
- c. Unless an exemption applies, CEC must report the names and total compensation of each of Subrecipient’s five most highly compensated executives for the preceding fiscal year if:
 - i. In Subrecipient's preceding fiscal year, Subrecipient received: (a) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and (b) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards)
 - ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).
- d. Additional definitions relevant to this Section are contained in 2 CFR Part 170.

28. Unique Entity Identifier

- a. Unique Entity Identifier refers to the identifier assigned by the Federal repository, System for Award Management (SAM), to uniquely identify business entities.
- b. No entity may receive a subaward under this Program from CEC until the Subrecipient entity has provided its Unique Entity Identifier to CEC. CEC may not make a subaward to an entity unless the entity has provided its Unique Entity Identifier number to CEC.
- c. Entity includes non-Federal entities as defined at 2 CFR 200.1 and also includes all of the following for purposes of this Section:
 - i. A foreign organization;
 - ii. A foreign public entity;
 - iii. A domestic for-profit organization; and
 - iv. A Federal agency.
 - v. Subaward has the meaning given in 2 CFR 200.1.
 - vi. Subrecipient has the meaning given in 2 CFR 200.1.

29. Annual Independent Audits

- a. Subrecipient must comply with the annual independent audit requirements in 2 CFR 200.500 through .521 for institutions of higher education, nonprofit organizations, and state and local governments (Single audit), and 2 CFR 910.500 through .521 for for-profit entities (Compliance audit).
- b. The annual independent audits are separate from any Government-initiated audits and must be paid for by Subrecipient. To minimize expense, Subrecipient may have a Compliance audit

in conjunction with its annual audit of financial statements. The financial statement audit is **not** a substitute for the Compliance audit. If the audit (Single audit or Compliance audit, depending on Subrecipient entity type) has not been performed or completed prior to the closeout of the award, DOE may impose one or more of the actions outlined in 2 CFR 200.338, Remedies for Noncompliance.

30. Integrity and Performance Matters

- a. Subrecipient must immediately notify CEC of any civil, criminal, or administrative proceedings as described in part b. of this Section, below.
- b. Subrecipient must submit information as directed by CEC about each proceeding that (1) is in connection with the award or performance of a Financial Assistance, cooperative agreement, or procurement contract from the Federal Government; (2) reached its final disposition during the most recent five-year period; and (3) is one of the following:
 - i. A criminal proceeding that resulted in a conviction (judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of *nolo contendere*).
 - ii. A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
 - iii. An administrative proceeding, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000. An administrative proceeding is a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or Financial Assistance awards. It does not include audits, site visits, corrective plans, or inspection of deliverables.
 - iv. Any other criminal, civil, or administrative proceeding if (1) it could have led to an outcome described in paragraph i., ii., or .iii., above; (2) it had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and (3) the requirement in this Section to disclose information about the proceeding does not conflict with applicable laws and regulations.

31. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

32. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40

U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

33. Rights to Inventions Made Under a Contract or Agreement.

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the Recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

34. Clean Air Act and the Federal Water Pollution Control Act

If this award to Subrecipient exceeds \$150,000, Subrecipient agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the CEC, which will in turn report to the DOE and the Regional Office of the U.S. Environmental Protection Agency (EPA).

35. Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the SAM, in accordance with the Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

36. Procurement of recovered materials

A Subrecipient that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

37. Domestic Preferences for Procurements

- a. As appropriate and to the extent consistent with law, Subrecipient should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- b. For purposes of this section:
 - i. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - ii. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- c. Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

38. Fraud, Waste, and Abuse

- a. The mission of the DOE Office of Inspector General (OIG) is to strengthen the integrity, economy and efficiency of DOE’s programs and operations including deterring and detecting fraud, waste, abuse, and mismanagement. The OIG accomplishes this mission primarily through investigations, audits, and inspections of DOE activities to include grants, cooperative agreements, loans, and contracts. The OIG maintains a Hotline for reporting allegations of fraud, waste, abuse, or mismanagement. To report such allegations, please visit <https://www.energy.gov/ig/ig-hotline>.
- b. Subrecipient must disclose, in a timely manner, in writing to CEC and DOE all violations of State and Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.
- c. Failure to make the required disclosures can result in any of the remedies described in 2 CFR 200.339. (See also 2 CFR part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.)

ATTACHMENT F
CEC INVOICE TEMPLATE



Western Riverside Council of Governments Joint Meeting of the WRCOG Executive Committee and Supporting Foundation

Staff Report

Subject: Approval of an Agreement between WRCOG and the Inland Empire Community Foundation to Administer the California Energy Commission Equitable Building Decarbonization Program

Contact: Casey Dailey, Director of Energy & Environmental Programs, cdailey@wrcog.us, (951) 405-6720
Benjamin Druyon, Program Manager, bdruyon@wrcog.us, (951) 405-6727

Date: August 4, 2025

Recommended Action(s):

1. Authorize the Executive Director to execute an agreement with the Inland Empire Community Foundation for the administration of the California Energy Commission Equitable Building Decarbonization Program in the I-REN region.
-

Summary:

In 2024, the California Energy Commission awarded \$329M to the Southern California Equitable Building Decarbonization Coalition to launch a Direct Install Program for residential decarbonization in southern California, with I-REN receiving \$1.35M to support outreach in Riverside and San Bernardino Counties. I-REN staff recommends partnering with the Inland Empire Community Foundation (IECF) to distribute up to \$1.14M to local, community-based organizations for marketing, education, and outreach activities, including events, culturally tailored materials, and direct engagement. Staff is seeking authorization for the Executive Director to execute an agreement with IECF to implement the Program in the I-REN region.

Purpose / WRCOG 2022-2027 Strategic Plan Goal:

The purpose of this item is to bring additional services and offerings to the communities in WRCOG's service territory. This effort aligns with WRCOG's 2022-2027 Strategic Plan Goal #6 (Develop and implement programs that support resilience for our region).

Discussion:

Background

In 2024, the California Energy Commission (CEC) awarded \$329M to the Southern California Equitable

Building Decarbonization Coalition (SoCal EBD Coalition), the regional administrator for the Equitable Building Decarbonization Direct Install Program, Southern Region. Under the leadership of Los Angeles (L.A.) County, the SoCal EBD Coalition comprises a diverse and experienced group of community-based organizations (CBOs), councils of government (COGs), community choice aggregators (CCAs), regional energy networks (RENs), and program implementation experts. I-REN is a partner of the SoCal EBD Coalition to support implementation and outreach efforts in San Bernardino and Riverside Counties. Of the \$329M, I-REN will receive approximately \$1.35M, specifically for marketing and outreach efforts. L.A. County will provide a detailed breakdown of program activities, geographic target areas to focus on, and allocated costs per region, once the agreement between L.A. County and WRCOG has been fully executed.

The CEC, SoCal EBD Coalition members, and stakeholders have been working collaboratively to prepare all necessary agreements, hoping to launch program activities in the second quarter of 2025, with residential project installations beginning by mid-2025.

An item in the CEC EBD Program was brought to the I-REN Executive Committee on October 15, 2024, and gained authorization for the Executive Director to execute a Memorandum of Understanding (MOU) between WRCOG and L.A. County to provide administrative services for the CEC EBD Program, Southern Region.

Present Situation

After receiving authorization in October 2024 to execute a MOU with L.A. County, and in preparation of the launch of the CEC EBD Program, I-REN staff released a Request for Qualifications (RFQ) in February 2025, seeking a consultant to assist I-REN staff with the administration of this Program. The IECF submitted a response which met the criteria of the RFQ. I-REN staff found IECF was uniquely positioned to best support I-REN due to IECF's existing bench of CBOs, and its expertise in administering grant programs similar to the EBD grant program. Of I-REN's \$1.35M marketing and outreach portion for this Program, IECF will receive up to \$1.14M to distribute to up to 10 CBOs. Each CBO will receive up to \$95k for its assistance with marketing and outreach in their respective fields; the remaining amount used for administrative services.

The following provides a brief outline of the activities that would likely be included. This is not an exhaustive list, but rather an informative description of the activities, products, and tasks related to the Marketing, Education, and Outreach support being sought through the Program in the region. The Scope of Work may include the following elements:

- Support the Program Administrator with description of the target audience, geographic area, and communication channels for outreach and engagement specific to the community being reached.
- Support the development of a summary of the culturally appropriate outreach materials to be developed and customized for the community being reached, including the content, format, language, and distribution methods.
- Support with the development of a plan for conducting outreach and engagement activities in each community, including the frequency, duration, and objectives of each activity, and the metrics and indicators to measure the effectiveness and outcomes of each activity.

Specific outreach activities could include:

- Plan and attend community events, such as workshops, webinars, fairs, or festivals, to promote the Program and its benefits, and to recruit eligible participants.
- Follow up with interested participants in the community, providing them with information and assistance on how to enroll in the program, and addressing any questions or concerns they may have.
- Direct questions to the Decarb Concierge, a dedicated staff person who can help participants navigate the Program and connect them with contractors and other resources.
- Participate in targeted communication campaigns, such as social media, newsletters, flyers, or radio, to raise awareness and interest in the Program among the target audience.

CBOs would be expected to attend a recurring, bi-weekly meeting scheduled with the implementation team and the other partner CBOs to report on the progress, challenges, and lessons learned from the outreach and engagement activities, and to coordinate and collaborate on the subregional strategy.

Prior Action(s):

July 15, 2025: The I-REN Executive Committee recommend that the WRCOG Executive Committee authorize the Executive Director to execute an agreement with the Inland Empire Community Foundation for the administration of the California Energy Commission Equitable Building Decarbonization Program in the I-REN region.

Financial Summary:

Activities related to this item are included in the WRCOG Fiscal Year 2025/2026 Agency Budget under the I-REN Fund (Fund 180).

Attachment(s):

[Attachment 1 - Draft PSA between WRCOG and IECF](#)

Attachment

Professional Services Agreement
between

Inland Empire Community
Foundation and WRCOG

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS PROFESSIONAL SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this 4th day of August, 2025, by and between the Western Riverside Council of Governments, a California public agency ("WRCOG"), and **Inland Empire Community Foundation, a nonprofit, public benefit corporation** ("Consultant"). WRCOG and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Inland Regional Energy Network.

The Inland Regional Energy Network ("I-REN") is a consortium of WRCOG, San Bernardino Associated Governments ("SANBAG") and the Coachella Valley Association of Governments ("CVAG") for the purpose of establishing and operating a locally administered, designed, and delivered energy efficiency program. WRCOG is the administrative lead of I-REN and is responsible for entering into contracts on behalf of I-REN.

2.2 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 administrative services, is licensed in the State of California, and is familiar with the plans of WRCOG.

2.3 Project.

WRCOG desires to engage Consultant to render such professional services for the California Energy Commission Equitable Building Decarbonization Direct Install Program ("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 the administrative services necessary for the Project ("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.

3.1.1.1 Equipment. Equipment is defined as having a useful life of at least one year, having an acquisition unit cost of at least \$5,000, and purchased with grant funds. Equipment means any products, objects, machinery, apparatus, implements, or tools purchased,

used, or constructed within the project, including those products, objects, machinery, apparatus, implements or tools from which over thirty percent (30%) of the equipment is composed of materials purchased for the project. For purposes of determining depreciated value of equipment used in the Agreement, the project shall terminate at the end of the normal useful life of the equipment purchased, funded and/or developed with CEC funds. The CEC may determine the normal useful life of such equipment.

Title to equipment acquired by Consultant with grant funds, if any, shall vest in the Consultant. Consultant shall use the equipment in the project or program for which it was acquired as long as needed, whether or not the project or program continues to be supported by grant funds, and the Consultant shall not encumber the property without WRCOG and CAM approval. When no longer needed for the original project or program, the Consultant shall contact the WRCOG and CAM for disposition instructions.

3.1.2 Term. The term of this Agreement shall be from **August 4, 2025 to June 30, 2030**, 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:

Michelle Decker, President/CEO
Celia Cudiamat, Chief Impact Officer
Khyati Mehta, Chief Financial Officer

3.2.5 WRCOG's Representative. WRCOG hereby designates the Executive Director, 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 **Celia Cudiamat**, 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, SANBAG, and/or CVAG for 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.

3.2.8.1 Any costs for failure to meet the foregoing standard or to correct otherwise defective work that requires re-performance of the work, as directed by WRCOG, shall be borne in total by Consultant and not WRCOG.

3.2.8.2 In the event Consultant fails to perform in accordance with the above standard:

(A) Consultant will re-perform, at its own expense, any task which was not performed to the reasonable satisfaction of the WRCOG. Any work re-performed pursuant to this paragraph shall be completed within the time limitations originally set forth for the specific task involved. Consultant shall work any overtime required to meet the deadline for the task at no additional cost to the WRCOG;

(B) WRCOG shall provide a new schedule for the re-performance of any task pursuant to this paragraph in the event that re-performance of a task within the original time limitations is not feasible; and

(C) WRCOG shall have the option to direct Consultant not to re-perform any task which was not performed to the reasonable satisfaction of the WRCOG pursuant to application of (a) and (b) above. In the event WRCOG directs Consultant not to re-perform a task, WRCOG and Consultant shall negotiate a reasonable settlement for satisfactory work performed. No previous payment shall be considered a waiver of the WRCOG's right to reimbursement.

(D) Nothing contained in this section is intended to limit any of the rights or remedies which WRCOG may have under law.

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, SANBAG, CVAG, their respective 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.

3.2.9.1 Nondiscrimination Statement of Compliance. During the performance of this Agreement, Consultant and its subcontractors shall not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. Consultant and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Consultant and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code sections 12990 et seq.) and the applicable regulations promulgated thereunder (CCR, Title 2, section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4.1 of Title 2 of the CCR are incorporated into this Agreement by reference and made a part of it as if set forth in full. Consultant and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement. Consultant shall include the nondiscrimination and

compliance provisions of this clause in all subcontracts to perform work under this Agreement.

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 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, SANBAG's, or CVAG'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, SANBAG, CVAG, their respective 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, SANBAG, CVAG, their respective 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, SANBAG, CVAG, their respective 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, SANBAG, CVAG, their respective 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, SANBAG, and CVAG as additional insureds 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 **One Million One Hundred Forty Thousand Dollars (\$1,140,000.00)** 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, including a 15% administrative fee applied to the total invoiced amount. The statement shall contain the invoice number and date; remittance address; Agreement number XXXX-XX-XXXX-XXX, 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 or five (5) years after the state grant term, whichever is later. Records for nonexpendable personal property acquired with grant funds shall be retained for five (5) years after its final disposition or five (5) years after the state grant term, whichever is later.

3.4.2 Accounting and Financial Methods. Consultant shall establish a separate ledger account or fund for receipt and disbursement of CEC funds for each project funded by the CEC. Expenditure details must be maintained in accordance with the approved budget details using appropriate accounting practices.

3.4.3 Audits. Upon written request from WRCOG, Consultant shall provide detailed documentation of all expenses at any time throughout the project. In addition, Consultant agrees to allow WRCOG or any other agency of the State, or their designated representative, upon written request, to have reasonable access to and the right of inspection of all records that pertain to the project during the term of this Agreement and for a period of three (3) years thereafter or three years after the federal grant term, whichever is later, unless the CEC notifies WRCOG, prior to the expiration of such three-year period, that a longer period of record retention is necessary. Consultant is strongly encouraged to conduct annual audits in accordance with the single audit concept. Consultant should provide two copies of the independent audit report and any resulting comments and correspondence to WRCOG within 30 days of the completion of such audits.

3.4.4 Site Visits. WRCOG, the CEC, and/or its designees have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. Consultant must provide reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

3.5 General Provisions.

3.5.1 Remedies for Consultant's Non-Compliance.

3.5.2 Without limiting any of its other remedies, WRCOG may, for Consultant's noncompliance of any Agreement requirement, withhold future payments, demand and be entitled to repayment of past reimbursements, or suspend or terminate this Agreement. The tasks in the Scope of Work are non-severable, and completion of all of them is material to this Agreement. Thus, WRCOG, without limiting its other remedies, is entitled to repayment of all funds paid to Consultant if the Consultant does not timely complete all tasks in the Scope of Work.

3.5.3 Further, if any penalty, fine, or other assessment is issued against WRCOG as a result of the Consultant's, its subcontractors', or failure to comply with the Agreement requirements, the Consultant shall pay all assessment amounts with its own, non-grant funds, including any assessment against WRCOG. Should Consultant fail to pay the penalty, fine, or other assessment, the Consultant acknowledges that such monies may be paid out of retention.

3.5.4 Enforcement.

3.5.4.1 Recovery of Overpayment or Misuse of Funds. WRCOG and/or the CEC may commence formal legal action against Consultant to recover any portion of a payment under the Agreement if it is determined that Consultant was not otherwise entitled to receive said payment.

3.5.4.2 Fraud and Misrepresentation. WRCOG and/or the CEC may initiate an investigation of Consultant if there is reason to believe that Consultant may have

misstated, falsified, or misrepresented information in submitting an application, payment claim, or reporting any information required by the Agreement. Based on the results of the investigation, WRCOG and/or the CEC may take any action deemed appropriate, including, but not limited to, termination of the Agreement, recovery of any overpayment, and recommending the Attorney General initiate an investigation and prosecution under Government Code section 12650, et seq., or other provisions of law.

3.5.5 Termination of Agreement.

3.5.5.1 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.

3.5.5.2 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.

3.5.5.3 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.

3.5.6 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: Inland Empire Community Foundation
3700 Sixth Street, Suite 200
Riverside, CA 92501
Attn: Michelle Decker

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.

3.5.7 Ownership of Materials and Confidentiality.

3.5.7.1 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.

3.5.7.2 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 and the CEC are 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.

3.5.7.3 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.

3.5.7.4 Infringement Indemnification. Consultant shall defend, indemnify, and hold WRCOG, SANBAG, CVAG, the State of California their respective 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.

3.5.8 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.

3.5.9 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.

3.5.10 Indemnification. Consultant shall defend, indemnify, and hold WRCOG, SANBAG, CVAG, the State of California, their respective 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, SANBAG, CVAG, the State of California their respective Directors, officials, officers, consultants, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award, or decree that may be rendered against WRCOG, SANBAG, CVAG or their respective Directors, officials, officers, consultants, employees, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse WRCOG, SANBAG, CVAG, the State of California and their respective 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, SANBAG, CVAG, the State of California their respective 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.

3.5.11 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.

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

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

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

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

3.5.16 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 and the CEC. 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.

3.5.17 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.

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

3.5.19 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.

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

3.5.21 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.

3.5.22 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.

3.5.23 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.

3.5.24 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.

3.5.25 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.

3.5.26 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.

3.7 Publications – Legal Statement on Reports and Products

3.7.1 CEC Notice. No product or report produced because of work funded by this program shall be represented to be endorsed by the CEC, and all such products or reports shall include the following statement:

LEGAL NOTICE

This document was prepared as a result of work sponsored by the California Energy Commission. It does not necessarily represent the views of the CEC,

its employees, or the State of California. The CEC, the State of California, its employees, contractors, and subcontractors make no warranty, express or implied, and assume no legal liability for the information in this document; nor does any party represent that the use of this information will not infringe upon privately owned rights.

3.7.2 Acknowledgement of California Climate Investments. The Consultant shall acknowledge the California Climate Investments program as the source of project funds, in any publications, websites, signage, invitations, and other media-related and public-outreach products. The standard funding language is:

The Equitable Building Decarbonization Program is part of California Climate Investments, a statewide initiative that puts billions of Cap-and-Trade dollars to work reducing greenhouse gas emissions, strengthening the economy, and improving public health and the environment – particularly in disadvantaged communities. The Cap-and-Trade program creates a financial incentive for industries to invest in clean technologies and develop innovative ways to reduce pollution. California Climate Investments projects include affordable housing, renewable energy, public transportation, zero-emission vehicles, environmental restoration, more sustainable agriculture, recycling, and much more. At least 35 percent of these investments are located within and benefiting residents of disadvantaged communities, low-income communities, and low-income households across California. For more information, visit the California Climate Investments website at: www.caclimateinvestments.ca.gov.

The Consultant is encouraged to display the California Climate Investments logo on equipment and signage to acknowledge the funding source.

Guidance on California Climate Investments logo usage, signage guidelines, and high-resolution files are contained in a style guide available at: <http://www.caclimateinvestments.ca.gov/logo-graphics-request>.

3.8 Receipt of Confidential Information and Personal Information

3.8.1 For the purposes of this Section, "confidential information" refers to information the CEC has designated as confidential pursuant to Title 20 CCR section 2505 *et seq.*, information the CEC has otherwise deemed or stated to be confidential, and other information exempt from public disclosure under the provisions of the California Public Records Act or other applicable state or federal laws. For the purposes of this Section, "personal information" refers to information that meets the definition of "personal information" in California Civil Code section 1798.3(a) or one of the data elements set forth in California Civil Code section 1798.29(g)(1) or (g)(2). Personal information is a type of confidential information and is therefore subject to all requirements for confidential information provided in this Agreement and applicable law. However, there are additional requirements specific to personal information. For the purposes of this Section, "special terms for confidential information" refers to the CEC's special terms and conditions for the receipt of confidential information and personal information. The CEC's special terms for confidential information include, but are not limited to, having in place an Information

Security Program Plan, and obtaining nondisclosure agreements from all individuals who will be provided access to confidential information or personal information. If the Consultant will receive confidential information or personal information from the CEC or a third-party for the performance of this Agreement, the Consultant must first agree to and comply with the CEC's special terms for confidential information.

3.8.2 Except as provided in Title 20 CCR sections 2506, 2507, and 2508, and the CEC's special terms for confidential information, Consultant or any other individual or entity participating in any way with this Agreement may not disclose any information provided to it by the CEC or a third party for the performance of this Agreement if the information has been designated as confidential or is the subject of a pending application for confidential designation.

3.9 Compliance with Executive Order N-6-22 Certification.

3.9.1 Consultant shall comply with Executive Order N-6-22 issued on March 4, 2022 and shall execute a Certification Form, attached hereto as Exhibit "D" and incorporated herein by this reference. Failure to comply with the provisions of Executive Order N-6-22 may result in termination of this Agreement. Should WRCOG determine that the Consultant is a target of economic sanctions or working with a target of economic sanctions, WRCOG shall provide the Consultant with written notice of termination, allowing the Consultant at least 30 calendar days to provide a written response prior to such termination.

3.10 Conflict of Interest.

3.10.1 Consultant agrees to continuously review new and upcoming projects in which Contract, its subcontractors or other project partners may be involved for potential conflicts of interest (e.g., Gov. Code § 81000 et seq., and Gov. Code § 1090 et seq.). Consultant shall inform the WRCOG as soon as a question arises about whether a potential conflict may exist or as soon as the Consultant knows a conflict exists. WRCOG shall determine what constitutes a potential conflict of interest. WRCOG reserves the right to redirect work and funding on a project if it is determined that there is a potential conflict of interest.

3.10.2 Appearances of Conflicts of Interest. Consultant acknowledges that in governmental agreements even the appearance of a conflict of interest can be harmful to the interest of the WRCOG. Thus, the Consultant, its subcontractors and project partners shall refrain from any practices, activities, or relationships that appear to conflict with their obligations under this Agreement, unless the Consultant receives prior written approval of WRCOG. In the event the Consultant is uncertain whether the appearance of a conflict of interest may exist, the Consultant shall submit to WRCOG a written description of the relevant details.

3.10.3 Prohibition on Participating in CEC Funding Opportunities. Under this Agreement, the Consultant and its subcontractors and project partners will, develop and implement programs. Accordingly, the Consultant and its subcontractors and project partners are prohibited from participating and agree not to participate in any manner (e.g., as an applicant, subcontractor, or match-funding partner) in any financial incentive program implemented under this Agreement.

3.10.4 Possible amendment of conflicts of interest provisions. The Consultant acknowledges that, if amendments to this Agreement are made to develop and fund programs or otherwise expand the scope of work, the role of employees of the Consultant, subcontractors and project partners may become more defined. As those responsibilities and

tasks are defined, WRCOG reserve the right to determine if it is appropriate to designate certain individuals who are participating in the making of government decisions as "consultants" under the Political Reform Act and therefore require the disclosure of economic interests pursuant to Government Code section 87300 and the CEC's Conflict of Interest Code at CCR, Title 20, sections 2401-2402. Upon such determination, this Agreement shall be amended to include the specific procedural requirements applicable to the Consultant, subcontractors and project partners, and any designated consultants.

[SIGNATURES ON FOLLOWING PAGE]

DRAFT

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

INLAND EMPIRE COMMUNITY
FOUNDATION



By: Dr. Kurt Wilson

Title: Executive Director

APPROVED AS TO FORM:

By: _____

General Counsel
Best Best & Krieger LLP

By: Michelle Decker

Title: President/CEO

ATTEST:

By: _____

Its: Chief Financial Officer

*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 signatories, evidence of signature authority shall be provided to WRCOG.

EXHIBIT "A"

SCOPE OF SERVICES

A variety of Marketing, Education & Outreach (ME&O) methods will be required for the Program. The outline below describes I-REN's expectations and the types of tasks to be performed by the firm(s) for on-call ME&O services.

The qualified and selected Community Based Organizations (CBOs) will work in coordination with I-REN and the program administrator will build on this scope of work to develop a final scope of work. The following provides a brief outline of the activities that would likely be included. This is not an exhaustive list, but rather an informative description of the activities, products, and tasks related to the ME&O support being sought through the Program in the region. The Scope of Work will include the following elements:

- Supporting the Program Administrator with description of the target audience, geographic area, and communication channels for outreach and engagement specific to the community being reached.
- Supporting the development of a summary of the culturally appropriate outreach materials to be developed and customized for the community being reached, including the content, format, language, and distribution methods.
- Support with the development of a plan for conducting outreach and engagement activities in each community, including the frequency, duration, and objectives of each activity, and the metrics and indicators to measure the effectiveness and outcomes of each activity.

Specific outreach activities could include:

- Planning and attending community events, such as workshops, webinars, fairs, or festivals, to promote the Program and its benefits, and to recruit eligible participants.
- Following up with interested participants in the community, providing them with information and assistance on how to enroll in the program, and addressing any questions or concerns they may have.
- Directing questions to the Decarb Concierge, a dedicated staff person who can help participants navigate the program and connect them with contractors and other resources.
- Participating in targeted communication campaigns, such as social media, newsletters, flyers, or radio, to raise awareness and interest in the program among the target audience.

CBOs would be expected to attend a recurring bi-weekly meeting scheduled with the implementation team and the other partner CBOs to report on the progress, challenges, and lessons learned from the outreach and engagement activities, and to coordinate and collaborate on the sub-regional strategy.

EXHIBIT "B"

SCHEDULE OF SERVICES

**INLAND EMPIRE COMMUNITY FOUNDATION
WRCOG I-REN Equitable Building Decarbonization
Direct Install Program**

Timeline	Service Activity
August 4-30, 2025	Finalize and fully execute WRCOG Professional Services Agreement. WRCOG and IECF meet to discuss next steps.
September 1-30, 2025	Learn about program; Research and identify targeted Census tracks; Coordinate with marketing implementer on local co-branding; Participate in relevant meetings/activities with WRCOG and other stakeholders as needed
October 1- October 31, 2025	Ongoing learning about program; Research and create list of potential applicants that serve targeted Census tracks; Participate in meetings/activities with WRCOG and other stakeholders as needed
November 1- December 31, 2025	Develop guidelines and application form; Conduct focus groups as needed; Participate in relevant meetings with WRCOG and other stakeholders as needed
January 15- February 28, 2026	Grant opportunity opens; Technical assistance workshops; Office hours; Community meetings; Participate in relevant meetings/activities with WRCOG and other stakeholders as needed
March 1-April 15, 2026	Proposal reviews, due diligence, decision making; Participate in relevant meetings with WRCOG and other stakeholders as needed; Participate in relevant meetings/activities with WRCOG and other stakeholders as needed
April 16- May 30, 2026	Discuss grant recommendations with WRCOG; Release award letters; Send grant agreements and supplemental forms; Participate in relevant meetings/activities with WRCOG and other stakeholders as needed
June 1-30, 2026	Grantees convening/orientation, individual meetings as needed; Participate in relevant meetings/activities with WRCOG and other stakeholders as needed
July 1, 2026-June 30, 2029	Nonprofit grantees/ Grant performance period; Bi-Monthly check-in meetings the first year, Quarterly meetings second and third year; Peer learning roundtables; Participate in grantees' activities as necessary; Participate in relevant meetings/activities with WRCOG and other stakeholders as needed
July 1-June 30, 2030	Program wrap-up convening/celebration, activities, meetings, reports, etc.; Participate in relevant meetings/activities with WRCOG and other stakeholders as needed

EXHIBIT "C"

COMPENSATION
BILLING RATES

<u>Name</u>	<u>Title</u>	<u>Hourly Rate</u>
Celia Cudiamat	Chief Impact Officer	\$101
Camille LaMaster	Grants Administrator	\$33
Charee Gillins	Communications & Marketing Director	\$56
Khyati Mehta	Chief Financial Officer	\$108
Kelsey Bates	Accounting Manager	\$49

1. Travel and Per Diem

a. Consultant shall be reimbursed for travel and per diem expenses using the same rates provided to non-represented State employees, subject to any state-wide prohibition on travel. Consultant must pay for travel in excess of these rates. Consultant may obtain current rates from the CEC's website at: http://www.energy.ca.gov/contracts/TRAVEL_PER_DIEM.PDF.

b. For purposes of payment, Consultant's headquarters shall be considered the location of the Consultant's office where the employees' assigned responsibilities for this award are permanently assigned.

c. Travel identified in the Compensation section of this Agreement is approved and does not require further authorization.

d. Travel that is not included in the Compensation section of this Agreement shall require written authorization from the WRCOG prior to travel departure. The CEC will reimburse travel expenses from the Consultant's office location.

e. Consultant must retain documentation of travel expenses in its financial records. The documentation must be listed by trip and include dates and times of departure and return, departure city, and destination city. Travel receipts, including for travel meals and incidentals, shall be submitted with payment requests requesting reimbursement from WRCOG.

EXHIBIT "D"**EXECUTIVE ORDER N-6-22 CERTIFICATION**

Executive Order N-6-22 issued by Governor Gavin Newsom on March 4, 2022, directs all agencies and departments that are subject to the Governor's authority to (a) terminate any contracts with any individuals or entities that are determined to be a target of economic sanctions against Russia and Russian entities and individuals; and (b) refrain from entering into any new contracts with such individuals or entities while the aforementioned sanctions are in effect.

Executive Order N-6-22 also requires that any consultant that: (1) currently has a contract with the Owner funded through grant funds provided by the State of California; and/or (2) submits a bid or proposal or otherwise proposes to or enter into or renew a contract with the Owner with State of California grant funds, certify that the person is not the target of any economic sanctions against Russia and Russian entities and individuals.

The Consultant hereby certifies, SUBJECT TO PENALTY OF PERJURY, that a) the Consultant is not a target of any economic sanctions against Russian and Russian entities and individuals as described in Executive Order N-6-22 and b) the person signing below is duly authorized to legally bind the Consultant. This certification is made under the laws of the State of California.

Signature: _____



Printed Name: Khyati Mehta

Title: Chief Financial Officer

Consultant: Inland Empire Community Foundation

Date: June 26, 2025



Western Riverside Council of Governments Joint Meeting of the WRCOG Executive Committee and Supporting Foundation

Staff Report

Subject: Approval of General Assembly and Executive Committee Meeting Schedules for 2025

Contact: Chris Gray, Deputy Executive Director, cgray@wrcog.us, (951) 405-6710

Date: August 4, 2025

Recommended Action(s):

1. Approve the schedule of General Assembly and Executive Committee meetings for 2025.

Summary:

The 2026 General Assembly meeting is scheduled for the 3rd Thursday in the month of June.

All Executive Committee meeting dates are proposed for the 1st Monday of the month at 2:00 p.m. If the 1st Monday is a holiday, the meeting is scheduled for the 2nd Monday. With the exception of the Strategic Planning session, no meeting is scheduled for January or July.

Purpose / WRCOG 2022-2027 Strategic Plan Goal:

The purpose of this item is to approve the General Assembly and Executive Committee meeting schedules for 2026. This aligns with Goal #4 of WRCOG's 2022-2027 Strategic Plan (Communicate proactively about the role and activities of the Council of Governments).

Discussion:

Following are the proposed 2026 meeting dates for the General Assembly and Executive Committee:

Committee	Day	Time	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
General Assembly	3rd Thursday	6:30 p.m.	-	-	-	-	-	18	-	-	-	-	-	-
Executive	1st Monday	2:00 p.m.	DARK	2	2	6	4	1 & 19 ¹	DARK	3	14 ²	5	2	7

¹The June 19, 2026, Executive Committee meeting will be held at 10:00 a.m. at Pechanga Resort Casino.

²The September Executive Committee meeting is scheduled for the 2nd Monday due to observance of

Labor Day.

Prior Action(s):

None.

Financial Summary:

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

Attachment(s):

None.



Western Riverside Council of Governments Joint Meeting of the WRCOG Executive Committee and Supporting Foundation

Staff Report

Subject: TUMF Program Activities: Approval of one TUMF Reimbursement Agreement and two TUMF Reimbursement Agreement Amendments

Contact: Brian Piche-Cifuentes, Transportation Analyst I, bpiche-cifuentes@wrcog.us, (951) 405-6705

Date: August 4, 2025

Recommended Action(s):

1. Authorize the Executive Director to execute a TUMF Reimbursement Agreement with the County of Riverside for the Construction Phase of the Van Buren Boulevard (Jurupa Grade Separation) project in an amount not to exceed \$7,000,000.
2. Authorize the Executive Director to execute a first TUMF Reimbursement Agreement Amendment with the Riverside County Transportation Commission for the Planning Phase of the I-10 / Highland Springs Interchange Improvement Project in an amount not to exceed \$5,500,000.
3. Authorize the Executive Director to execute a first TUMF Reimbursement Agreement Amendment with the City of Jurupa Valley for the Right-of-Way and Construction Phases of the Market Street (Rubidoux to Santa Ana River) Road Improvement Project in an amount not to exceed \$4,210,000.

Summary:

The County of Riverside, the Riverside County Transportation Commission (RCTC), and the City of Jurupa Valley are requesting to enter into separate TUMF Reimbursement Agreements.

The County's initiative is to enter into a TUMF Reimbursement Agreement with WRCOG for a new project, Van Buren Boulevard (Jurupa Grade Separation). RCTC and the City of Jurupa Valley are requesting to enter into TUMF Reimbursement Agreement Amendments with WRCOG to improve the I-10 Interchange at Highland Springs and Market Street Road, respectively.

These projects aim to improve infrastructure, reduce traffic congestion, and enhance quality of life, with a total cost not exceeding \$16,710,000.

Purpose / WRCOG 2022-2027 Strategic Plan Goal:

The purpose of this item is to request approval of one TUMF Reimbursement Agreement and two TUMF Reimbursement Agreement Amendments for projects with the County of Riverside, RCTC, and the City of Jurupa Valley, respectively. This effort supports WRCOG's 2022-2027 Strategic Plan Goal #5

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

Discussion:

Background

WRCOG's TUMF Program is a subregional fee program designed to provide transportation and transit infrastructure that mitigates the impact of new growth in western Riverside County. A Reimbursement Agreement is a document between WRCOG and a member agency that allows WRCOG to provide funding for TUMF expenses incurred for the Planning, Design, Engineering, and/or Construction Phase(s) of a TUMF project. To enter into a Reimbursement Agreement, the funding for the project must first be allocated in the appropriate TUMF Zone Transportation Improvement Program (TIP). TUMF Agreements and Amendments are initiated by their respective agencies when that agency is ready for the infrastructure development.

Present Situation

TUMF Reimbursement Agreement:

1. The Van Buren Boulevard (Jurupa Grade Separation) Project set the amount of funding in the Construction Phase to an amount not to exceed \$7,000,000. The Project at grade crossing over the Union Pacific Railroad tracks has been identified as high priority as a result of the rapid increase in train traffic carrying goods through the County of Riverside.

TUMF Reimbursement Agreement Amendments:

1. The I-10 / Highland Springs Interchange Improvements set the funding in the Planning Phase to an amount not to exceed \$3,500,000. An increase in Project funding has been requested by RCTC in an Amendment of \$2,000,000, for a total not to exceed amount of \$5,500,000.
2. The Market Street (Rubidoux to Santa Ana River) Improvement Project set the funding in the Planning and Engineering Phases to an amount not to exceed \$793,000. An increase in Project funding has been requested by the City for a total not to exceed \$4,210,000.

Prior Action(s):

March 4, 2024: The Executive Committee authorized the Executive Director to execute a TUMF Funding Agreement between the Riverside County Transportation Commission and WRCOG for the I-10 / Highland Springs Interchange PA&ED Phase.

November 1, 2021: The Executive Committee authorized the Executive Director to execute a TUMF Reimbursement Agreement with the City of Jurupa Valley for the Planning and Engineering Phases of the Market St Widening Project (Rubidoux to Santa Ana River) in an amount not to exceed \$793,00.

Financial Summary:

TUMF Reimbursement Agreements noted are consistent and included within the respective Zone TIP. These liabilities are reflected as fiduciary fund long-term debt in WRCOG's financials under the TUMF Fund.

Attachment(s):

Attachment 1 - TUMF Reimbursement Agreement - Van Buren Blvd (Jurupa Grade Separation)

Attachment 2 - TUMF Reimbursement Agreement Amendment No. 1 - I-10-Highland Springs Interchange

Attachment 3 - TUMF Reimbursement Agreement Amendment No. 1 - Market Street (Rubidoux to Santa Ana River) Road Improvements

Attachment

TUMF Reimbursement
Agreement – Van Buren Blvd
(Jurupa Grade Separation)
((24-NW-JVL-1310))

**TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM
AGREEMENT TO REIMBURSE TUMF FUNDS
VAN BUREN BOULEVARD (JURUPA GRADE SEPARATION)
CONSTRUCTION (CON) PHASE**

THIS REIMBURSEMENT AGREEMENT (“Agreement”) is entered into as of this _____ day of _____, 20__, by and between the Western Riverside Council of Governments (“WRCOG”), a California joint powers authority and the County of Riverside, a political subdivision of the State of California (“AGENCY”). WRCOG and AGENCY are sometimes hereinafter referred to individually as “Party” and collectively as “Parties”.

RECITALS

A. WRCOG is the Administrator of the Transportation Uniform Mitigation Fee Program of Western Riverside County (“TUMF Program”).

B. WRCOG has identified and designated certain transportation improvement projects throughout Western Riverside County as projects of regional importance (“Qualifying Projects” or “Projects”). The Qualifying Projects are more specifically described in that certain WRCOG study titled “TUMF Nexus Study”, as may be amended from time to time. Qualifying Projects can have Regional or Zonal significance as further described in the TUMF Nexus Study.

C. The TUMF Program is funded by TUMF fees paid by new development in Western Riverside County (collectively, “TUMF Program Funds”). TUMF Program Funds are held in trust by WRCOG for the purpose of funding the Qualifying Projects.

D. The AGENCY proposes to implement a Qualifying Project, and it is the purpose of this Agreement to identify the project and to set forth the terms and conditions by which WRCOG will release TUMF Program Funds.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and subject to the conditions contained herein, the Parties hereby agree as follows:

1. Description of the Qualifying Project. This Agreement is intended to distribute TUMF Program Funds to the AGENCY for **VAN BUREN BOULEVARD (JURUPA GRADE SEPARATION)**, (the “Project”), a Qualifying Project. The Work, including a timetable and a detailed scope of work, is more fully described in Exhibit “A” attached hereto and incorporated herein by reference and, pursuant to Section 20 below, is subject to modification if requested by the AGENCY and approved by WRCOG. The work shall be consistent with one or more of the defined WRCOG Call for Projects phases detailed herein as follows:

1) CON – Construction

2. WRCOG Funding Amount. WRCOG hereby agrees to distribute to AGENCY, on the terms and conditions set forth herein, a sum not to exceed **SEVEN MILLION**

DOLLARS (\$7,000,000.00), to be used for reimbursing the AGENCY for eligible Project expenses as described in Section 3 herein (“Funding Amount”). The Parties acknowledge and agree that the Funding Amount may be less than the actual cost of the Project. Nevertheless, the Parties acknowledge and agree that WRCOG shall not be obligated to contribute TUMF Program Funds in excess of the maximum TUMF share identified in the TUMF Nexus Study (“Maximum TUMF Share”), as may be amended from time to time.

3. Project Costs Eligible for Advance/Reimbursement. The total Project costs (“Total Project Cost”) may include the following items, provided that such items are included in the scope of work attached hereto as Exhibit “A” (“Scope of Work”): (1) AGENCY and/or consultant costs associated with direct Project coordination and support; (2) funds expended in preparation of preliminary engineering studies; (3) funds expended for preparation of environmental review documentation for the Project; (4) all costs associated with right-of-way acquisition, including right-of-way engineering, appraisal, acquisition, legal costs for condemnation procedures if authorized by the AGENCY, and costs of reviewing appraisals and offers for property acquisition; (5) costs reasonably incurred if condemnation proceeds; (6) costs incurred in the preparation of plans, specifications, and estimates by AGENCY or consultants; (7) AGENCY costs associated with bidding, advertising and awarding of the Project contracts; (8) construction costs, including change orders to construction contract approved by the AGENCY; (9) construction management, field inspection and material testing costs; and (10) any AGENCY administrative cost to deliver the Project.

4. Ineligible Project Costs. The Total Project Cost shall not include the following items which shall be borne solely by the AGENCY without reimbursement: (1) any AGENCY administrative fees attributed to the reviewing and processing of the Project; and (2) expenses for items of work not included within the Scope of Work in Exhibit “A”.

5. Procedures for Distribution of TUMF Program Funds to AGENCY.

(a) Initial Payment by the AGENCY. The AGENCY shall be responsible for initial payment of all the Project costs as they are incurred. Following payment of such Project costs, the AGENCY shall submit invoices to WRCOG requesting reimbursement of eligible Project costs. Each invoice shall be accompanied by detailed contractor invoices, or other demands for payment addressed to the AGENCY, and documents evidencing the AGENCY’s payment of the invoices or demands for payment. Documents evidencing the AGENCY’S payment of the invoices shall be retained for four (4) years and shall be made available for review by WRCOG. The AGENCY shall submit invoices not more often than monthly and not less often than quarterly.

(b) Review and Reimbursement by WRCOG. Upon receipt of an invoice from the AGENCY, WRCOG may request additional documentation or explanation of the Project costs for which reimbursement is sought. Undisputed amounts shall be paid by WRCOG to the AGENCY within thirty (30) days. In the event that WRCOG disputes the eligibility of the AGENCY for reimbursement of all or a portion of an invoiced amount, the Parties shall meet and confer in an attempt to resolve the dispute. If the meet and confer process is unsuccessful in resolving the dispute, the AGENCY may appeal WRCOG’s decision as to the eligibility of one or more invoices to WRCOG’s Executive Director. The WRCOG Executive Director shall

provide his/her decision in writing. If the AGENCY disagrees with the Executive Director's decision, the AGENCY may appeal the decision of the Executive Director to the full WRCOG Executive Committee, provided the AGENCY submits its request for appeal to WRCOG within ten (10) days of the Executive Director's written decision. The decision of the WRCOG Executive Committee shall be final. Additional details concerning the procedure for the AGENCY's submittal of invoices to WRCOG and WRCOG's consideration and payment of submitted invoices are set forth in Exhibit "B", attached hereto and incorporated herein by reference.

(c) Funding Amount/Adjustment. If a post Project audit or review indicates that WRCOG has provided reimbursement to the AGENCY in an amount in excess of the Maximum TUMF Share of the Project, or has provided reimbursement of ineligible Project costs, the AGENCY shall reimburse WRCOG for the excess or ineligible payments within 30 days of notification by WRCOG.

6. Increases in Project Funding. The Funding Amount may, in WRCOG's sole discretion, be augmented with additional TUMF Program Funds if the TUMF Nexus Study is amended to increase the maximum eligible TUMF share for the Project. Any such increase in the Funding Amount must be approved in writing by WRCOG's Executive Director. In no case shall the amount of TUMF Program Funds allocated to the AGENCY exceed the then-current maximum eligible TUMF share for the Project. No such increased funding shall be expended to pay for any Project already completed. For purposes of this Agreement, the Project or any portion thereof shall be deemed complete upon its acceptance by WRCOG's Executive Director which shall be communicated to the AGENCY in writing.

7. No Funding for Temporary Improvements. Only segments or components of the construction that are intended to form part of or be integrated into the Project may be funded by TUMF Program Funds. No improvement which is temporary in nature, including but not limited to temporary roads, curbs, tapers or drainage facilities, shall be funded with TUMF Program Funds, except as needed for staged construction of the Project.

8. AGENCY's Funding Obligation to Complete the Project. In the event that the TUMF Program Funds allocated to the Project represent less than the total cost of the Project, the AGENCY shall provide such additional funds as may be required to complete the Project.

9. AGENCY's Obligation to Repay TUMF Program Funds to WRCOG; Exception For PA&ED Phase Work. Except as otherwise expressly excepted within this paragraph, in the event that: (i) the AGENCY, for any reason, determines not to proceed with or complete the Project; or (ii) the Project is not timely completed, subject to any extension of time granted by WRCOG pursuant to the terms of this Agreement; the AGENCY agrees that any TUMF Program Funds that were distributed to the AGENCY for the Project shall be repaid in full to WRCOG, and the Parties shall enter into good faith negotiations to establish a reasonable repayment schedule and repayment mechanism. If the Project involves work pursuant to a PA&ED phase, AGENCY shall not be obligated to repay TUMF Program Funds to WRCOG relating solely to PA&ED phase work performed for the Project.

10. AGENCY's Local Match Contribution. AGENCY local match funding is not required, as shown in Exhibit "A" and as called out in the AGENCY's Project Nomination Form submitted to WRCOG in response to its Call for Projects.

11. Term/Notice of Completion. The term of this Agreement shall be from the date first herein above written until the earlier of the following: (i) the date WRCOG formally accepts the Project as complete, pursuant to Section 6; (ii) termination of this Agreement pursuant to Section 15; or (iii) the AGENCY has fully satisfied its obligations under this Agreement. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement.

12. Representatives of the Parties. WRCOG's Executive Director, or his or her designee, shall serve as WRCOG's representative and shall have the authority to act on behalf of WRCOG for all purposes under this Agreement. The AGENCY hereby designates **DENNIS ACUNA, DIRECTOR OF TRANSPORTATION**, or his or her designee, as the AGENCY's representative to WRCOG. The AGENCY's representative shall have the authority to act on behalf of the AGENCY for all purposes under this Agreement and shall coordinate all activities of the Project under the AGENCY's responsibility. The AGENCY shall work closely and cooperate fully with WRCOG's representative and any other agencies which may have jurisdiction over or an interest in the Project.

13. Expenditure of Funds by AGENCY Prior to Execution of Agreement. Nothing in this Agreement shall be construed to prevent or preclude the AGENCY from expending funds on the Project prior to the execution of the Agreement, or from being reimbursed by WRCOG for such expenditures. However, the AGENCY understands and acknowledges that any expenditure of funds on the Project prior to the execution of the Agreement is made at the AGENCY's sole risk, and that some expenditures by the AGENCY may not be eligible for reimbursement under this Agreement.

14. Review of Services. The AGENCY shall allow WRCOG's Representative to inspect or review the progress of the Project at any reasonable time in order to determine whether the terms of this Agreement are being met.

15. Termination.

(a) Notice. Either WRCOG or AGENCY may, by written notice to the other party, terminate this Agreement, in whole or in part, in response to a material breach hereof by the other Party, by giving written notice to the other party of such termination and specifying the effective date thereof. The written notice shall provide a 30 day period to cure any alleged breach. During the 30 day cure period, the Parties shall discuss, in good faith, the manner in which the breach can be cured.

(b) Effect of Termination. In the event that the AGENCY terminates this Agreement, the AGENCY shall, within 180 days, repay to WRCOG any unexpended TUMF Program Funds provided to the AGENCY under this Agreement and shall complete any portion or segment of work for the Project for which TUMF Program Funds have been provided. In the event that WRCOG terminates this Agreement, WRCOG shall, within 90 days, distribute to the

AGENCY TUMF Program Funds in an amount equal to the aggregate total of all unpaid invoices which have been received from the AGENCY regarding the Project at the time of the notice of termination; provided, however, that WRCOG shall be entitled to exercise its rights under Section 5(b), including but not limited to conducting a review of the invoices and requesting additional information. Upon such termination, the AGENCY shall, within 180 days, complete any portion or segment of work for the Project for which TUMF Program Funds have been provided. This Agreement shall terminate upon receipt by the non-terminating Party of the amounts due to it hereunder and upon completion of the segment or portion of Project work for which TUMF Program Funds have been provided.

(c) Cumulative Remedies. The rights and remedies of the Parties provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

16. Prevailing Wages. The AGENCY and any other person or entity hired to perform services on the Project are alerted to the requirements of California Labor Code Sections 1770 et seq., which would require the payment of prevailing wages were the services or any portion thereof determined to be a public work, as defined therein. The AGENCY shall ensure compliance with these prevailing wage requirements by any person or entity hired to perform the Project. The AGENCY shall defend, indemnify, and hold harmless WRCOG, its officers, employees, consultants, and agents from any claim or liability, including without limitation attorneys, fees, arising from its failure or alleged failure to comply with California Labor Code Sections 1770 et seq.

17. Progress Reports. WRCOG may request the AGENCY to provide WRCOG with progress reports concerning the status of the Project.

18. Indemnification.

(a) AGENCY Responsibilities. In addition to the indemnification required under Section 16, the AGENCY agrees to indemnify and hold harmless WRCOG, its officers, agents, consultants, and employees from any and all claims, demands, costs or liability arising from or connected with all activities governed by this Agreement including all design and construction activities, due to negligent acts, errors or omissions or willful misconduct of the AGENCY or its subcontractors. The AGENCY will reimburse WRCOG for any expenditures, including reasonable attorneys' fees, incurred by WRCOG, in defending against claims ultimately determined to be due to negligent acts, errors or omissions or willful misconduct of the AGENCY.

(b) WRCOG Responsibilities. WRCOG agrees to indemnify and hold harmless the AGENCY, its officers, agents, consultants, and employees from any and all claims, demands, costs or liability arising from or connected with all activities governed by this Agreement including all design and construction activities, due to negligent acts, errors or omissions or willful misconduct of WRCOG or its sub-consultants. WRCOG will reimburse the AGENCY for any expenditures, including reasonable attorneys' fees, incurred by the AGENCY, in defending against claims ultimately determined to be due to negligent acts, errors or omissions or willful misconduct of WRCOG.

(c) Effect of Acceptance. The AGENCY shall be responsible for the professional quality, technical accuracy and the coordination of any services provided to complete the Project. WRCOG's review, acceptance or funding of any services performed by the AGENCY or any other person or entity under this Agreement shall not be construed to operate as a waiver of any rights WRCOG may hold under this Agreement or of any cause of action arising out of this Agreement. Further, the AGENCY shall be and remain liable to WRCOG, in accordance with applicable law, for all damages to WRCOG caused by the AGENCY's negligent performance of this Agreement or supervision of any services provided to complete the Project.

19. Insurance. The AGENCY shall require, at a minimum, all persons or entities hired to perform the Project to obtain, and require their subcontractors to obtain, insurance of the types and in the amounts described below and satisfactory to the AGENCY and WRCOG. Such insurance shall be maintained throughout the term of this Agreement, or until completion of the Project, whichever occurs last.

(a) Commercial General Liability Insurance. Occurrence version commercial general liability insurance or equivalent form with a combined single limit of not less than \$1,000,000.00 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Project or be no less than two times the occurrence limit. Such insurance shall:

(i) Name WRCOG and AGENCY, and their respective officials, officers, employees, agents, and consultants as insured with respect to performance of the services on the Project and shall contain no special limitations on the scope of coverage or the protection afforded to these insured;

(ii) Be primary with respect to any insurance or self-insurance programs covering WRCOG and AGENCY, and/or their respective officials, officers, employees, agents, and consultants; and

(iii) Contain standard separation of insured provisions.

(b) Business Automobile Liability Insurance. Business automobile liability insurance or equivalent form with a combined single limit of not less than \$1,000,000.00 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

(c) Professional Liability Insurance. Errors and omissions liability insurance with a limit of not less than \$1,000,000.00 Professional liability insurance shall only be required of design or engineering professionals.

(d) Workers' Compensation Insurance. Workers' compensation insurance with statutory limits and employers' liability insurance with limits of not less than \$1,000,000.00 each accident.

20. Project Amendments. Changes to the characteristics of the Project, including the deadline for Project completion, and any responsibilities of the AGENCY or WRCOG may be requested in writing by the AGENCY and are subject to the approval of WRCOG's Representative, which approval will not be unreasonably withheld, provided that extensions of time for completion of the Project shall be approved in the sole discretion of WRCOG's Representative. Nothing in this Agreement shall be construed to require or allow completion of the Project without full compliance with the California Environmental Quality Act (Public Resources Code Section 21000 *et seq.*; "CEQA") and the National Environmental Policy Act of 1969 (42 USC 4231 *et seq.*), if applicable, but the necessity of compliance with CEQA and/or NEPA shall not justify, excuse, or permit a delay in completion of the Project.

21. Conflict of Interest. For the term of this Agreement, no member, officer or employee of the AGENCY or WRCOG, during the term of his or her service with the AGENCY or WRCOG, as the case may be, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

22. Limited Scope of Duties. WRCOG's and the AGENCY's duties and obligations under this Agreement are limited to those described herein. WRCOG has no obligation with respect to the safety of any Project performed at a job site. In addition, WRCOG shall not be liable for any action of AGENCY or its contractors relating to the condemnation of property undertaken by AGENCY or construction related to the Project.

23. Books and Records. Each party shall maintain complete, accurate, and clearly identifiable records with respect to costs incurred for the Project under this Agreement. They shall make available for examination by the other party, its authorized agents, officers or employees any and all ledgers and books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or related to the expenditures and disbursements charged to the other party pursuant to this Agreement. Further, each party shall furnish to the other party, its agents or employees such other evidence or information as they may require with respect to any such expense or disbursement charged by them. All such information shall be retained by the Parties for at least four (4) years following termination of this Agreement, and they shall have access to such information during the four-year period for the purposes of examination or audit.

24. Equal Opportunity Employment. The Parties represent that they are equal opportunity employers and they shall not discriminate against any employee or applicant of reemployment because of race, religion, color, national origin, 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.

25. Governing Law. This Agreement shall be governed by and construed with the laws of the State of California.

26. Attorneys' Fees. If either party commences an action against the other party 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 attorneys' fees and costs of suit.

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

28. Headings. Article and Section Headings, paragraph captions or marginal headings contained in this Agreement are for convenience only and shall have no effect in the construction or interpretation of any provision herein.

29. Public Acknowledgement. The AGENCY agrees that all public notices, news releases, information signs and other forms of communication shall indicate that the Project is being cooperatively funded by the AGENCY and WRCOG TUMF Program Funds.

30. No Joint Venture. This Agreement is for funding purposes only and nothing herein shall be construed to make WRCOG a party to the construction of the Project or to make it a partner or joint venture with the AGENCY for such purpose.

31. Compliance With the Law. The AGENCY shall comply with all applicable laws, rules and regulations governing the implementation of the Qualifying Project, including, where applicable, the rules and regulations pertaining to the participation of businesses owned or controlled by minorities and women promulgated by the Federal Highway Administration and the Federal Department of Transportation.

32. Notices. All notices hereunder and communications regarding interpretation of the terms of this Agreement or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

If to AGENCY: County of Riverside
 Transportation Department
 4080 Lemon Street, 8th Floor
 Riverside, CA 92501
 Attention: Dennis Acuna, Director of Transportation
 Telephone: (951) 955-6820
 Facsimile: (951) 955-3198

If to WRCOG: Western Riverside Council of Governments
 3390 University Avenue; Suite 200
 Riverside, California 92501
 Attention: Christopher Gray, Deputy Executive Director
 Telephone: (951) 405-6710
 Facsimile: (951) 223-9720

Any notice so given shall be considered served on the other party three (3) days after deposit in the U.S. mail, first class postage prepaid, return receipt requested, 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.

33. Integration; Amendment. This Agreement contains the entire agreement between the PARTIES. Any agreement or representation respecting matters addressed herein that are not expressly set forth in this Agreement is null and void. This Agreement may be amended only by mutual written agreement of the PARTIES.

34. Severability. If any term, provision, condition or covenant of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.

35. Conflicting Provisions. In the event that provisions of any attached appendices or exhibits conflict in any way with the provisions set forth in this Agreement, the language, terms and conditions contained in this Agreement shall control the actions and obligations of the Parties and the interpretation of the Parties' understanding concerning the Agreement.

36. Independent Contractors. Any person or entities retained by the AGENCY or any contractor shall be retained on an independent contractor basis and shall not be employees of WRCOG. Any personnel performing services on the Project shall at all times be under the exclusive direction and control of the AGENCY or contractor, whichever is applicable. The AGENCY or contractor shall pay all wages, salaries and other amounts due such personnel in connection with their performance of services on the Project and as required by law. The AGENCY or consultant shall be responsible for all reports and obligations respecting such personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance and workers' compensation insurance.

37. Effective Date. This Agreement shall not be effective until executed by both Parties. The failure of one party to execute this Agreement within forty-five (45) days of the other party executing this Agreement shall render any execution of this Agreement ineffective.

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

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives to be effective on the day and year first above-written.

WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS

COUNTY OF RIVERSIDE

RECOMMENDED FOR APPROVAL:

By: _____
Dr. Kurt Wilson
Executive Director

By: _____
Dennis Acuna
Director of Transportation

APPROVED TO FORM:

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: _____
Steven C. DeBaun
General Counsel

By: _____
Stephanie Nelson
Deputy County Counsel

APPROVAL BY THE COUNTY BOARD
OF SUPERVISORS:

By: _____
Chairman, County Board of Supervisors

ATTEST:
Kimberly Rector
Clerk of the Board

By: _____
Deputy

EXHIBIT “A”**SCOPE OF WORK**

The Van Buren Blvd (Jurupa Road Grade Separation) (Project) phase to be funded under this Agreement consists of Construction (CON) Phase.

The Project is located in the City of Jurupa Valley (City). The City requested that the County serve as the lead agency for the delivery of the Project.

The Project at grade crossing over the UPRR tracks has been identified as a high priority grade separation project as a result of the rapid increase in train traffic carrying goods coming through the Port of Los Angeles and Long Beach. Constructing this grade separation will improve vehicular traffic circulation, safety, and will provide uninterrupted and efficient access for motorists, residents, businesses, pedestrians and emergency vehicles in the area. Additionally, the project will enhance the operational characteristics (i.e. speed, efficiency, and reliability) of freight and passenger trains through the County of Riverside by eliminating conflicts between railroad operations and vehicular traffic.

EXHIBIT “A-1”**ESTIMATE OF COST**

Phase	TUMF	LOCAL	TOTAL
PA&ED			
PS&E			
RIGHT OF WAY			
CONSTRUCTION	\$7,000,000.00	\$0	\$7,000,000.00
TOTAL	\$7,000,000.00	\$0	\$7,000,000.00

EXHIBIT “A-2”

PROJECT SCHEDULE

Phase	Estimated Completion Date	Approved WRCOG TUMF Fund	Estimated Project Costs
PLANNING			
ENGINEERING			
RIGHT OF WAY			
CONSTRUCTION	FY27/28	\$7,000,000.00	\$157,000,000.00
TOTAL		\$7,000,000.00	\$157,000,000.00

Elements of Compensation

EXHIBIT “B”

PROCEDURES FOR SUBMITTAL, CONSIDERATION AND PAYMENT OF INVOICES

1. For professional services, WRCOG recommends that the AGENCY incorporate this Exhibit “B-1” into its contracts with any subcontractors to establish a standard method for preparation of invoices by contractors to the AGENCY and ultimately to WRCOG for reimbursement of AGENCY contractor costs.
2. Each month the AGENCY shall submit an invoice for eligible Project costs incurred during the preceding month. The original invoice shall be submitted to WRCOG’s Executive Director with a copy to WRCOG’s Project Coordinator. Each invoice shall be accompanied by a cover letter in a format substantially similar to that of Exhibit “B-2”.
3. For jurisdictions with large construction projects (with the total construction cost exceeding \$10 million) under construction at the same time, may with the approval of WRCOG submit invoices to WRCOG for payment at the same time they are received by the jurisdiction. WRCOG must receive the invoice by the 5th day of the month in order to process the invoice within 30 days. WRCOG will retain 10% of the invoice until all costs have been verified as eligible and will release the balance at regular intervals not more than quarterly and not less than semi-annually. If there is a discrepancy or ineligible costs that exceed 10% of the previous invoice WRCOG will deduct that amount from the next payment.
4. Each invoice shall include documentation from each contractor used by the AGENCY for the Project, listing labor costs, subcontractor costs, and other expenses. Each invoice shall also include a monthly progress report and spreadsheets showing the hours or amounts expended by each contractor or subcontractor for the month and for the entire Project to date. Samples of acceptable task level documentation and progress reports are attached as Exhibits “B-4” and “B-5”. All documentation from the Agency’s contractors should be accompanied by a cover letter in a format substantially similar to that of Exhibit “B-3”.
5. If the AGENCY is seeking reimbursement for direct expenses incurred by AGENCY staff for eligible Project costs, the AGENCY shall provide the same level of information for its labor and any expenses as required of its contractors pursuant to Exhibit “B” and its attachments.
6. Charges for each task and milestone listed in Exhibit “A” shall be listed separately in the invoice.
7. Each invoice shall include a certification signed by the AGENCY Representative or his or her designee which reads as follows:

"I hereby certify that the hours and salary rates submitted for reimbursement in this invoice are the actual hours and rates worked and paid to the contractors or subcontractors listed.

Signed _____

Title _____

Date _____

Invoice No. _____

8. WRCOG will pay the AGENCY within 30 days after receipt by WRCOG of an invoice. If WRCOG disputes any portion of an invoice, payment for that portion will be withheld, without interest, pending resolution of the dispute, but the uncontested balance will be paid.
9. The final payment under this Agreement will be made only after: (I) the AGENCY has obtained a Release and Certificate of Final Payment from each contractor or subcontractor used on the Project; (ii) the AGENCY has executed a Release and Certificate of Final Payment; and (iii) the AGENCY has provided copies of each such Release to WRCOG.

EXHIBIT “B-1”
[Sample for Professional Services]

For the satisfactory performance and completion of the Services under this Agreement, Agency will pay the Contractor compensation as set forth herein. The total compensation for this service shall not exceed (____INSERT WRITTEN DOLLAR AMOUNT____) (\$__INSERT NUMERICAL DOLLAR AMOUNT__) without written approval of Agency’s City Manager [or applicable position] (“Total Compensation”).

1. ELEMENTS OF COMPENSATION.

Compensation for the Services will be comprised of the following elements: 1.1 Direct Labor Costs; 1.2 Fixed Fee; and 1.3 Additional Direct Costs.

1.1 DIRECT LABOR COSTS.

Direct Labor costs shall be paid in an amount equal to the product of the Direct Salary Costs and the Multiplier which are defined as follows:

1.1.1 DIRECT SALARY COSTS

Direct Salary Costs are the base salaries and wages actually paid to the Contractor's personnel directly engaged in performance of the Services under the Agreement. (The range of hourly rates paid to the Contractor's personnel appears in Section 2 below.)

1.1.2 MULTIPLIER

The Multiplier to be applied to the Direct Salary Costs to determine the Direct Labor Costs is _____, and is the sum of the following components:

1.1.2.1 Direct Salary Costs _____

1.1.2.2 Payroll Additives _____

The Decimal Ratio of Payroll Additives to Direct Salary Costs. Payroll Additives include all employee benefits, allowances for vacation, sick leave, and holidays, and company portion of employee insurance and social and retirement benefits, all federal and state payroll taxes, premiums for insurance which are measured by payroll costs, and other contributions and benefits imposed by applicable laws and regulations.

1.1.2.3 Overhead Costs _____

The Decimal Ratio of Allowable Overhead Costs to the Contractor Firm's Total Direct Salary Costs. Allowable Overhead Costs include general, administrative and overhead costs of maintaining and operating established offices, and consistent with established firm policies, and as defined in the Federal Acquisitions Regulations, Part 31.2.

Total Multiplier
(sum of 1.1.2.1, 1.1.2.2, and 1.1.2.3) _____

1.2 FIXED FEE.

1.2.1 The fixed fee is \$ _____.

1.2.2 A pro-rata share of the Fixed Fee shall be applied to the total Direct Labor Costs expended for services each month, and shall be included on each monthly invoice.

1.3 ADDITIONAL DIRECT COSTS.

Additional Direct Costs directly identifiable to the performance of the services of this Agreement shall be reimbursed at the rates below, or at actual invoiced cost.

Rates for identified Additional Direct Costs are as follows:

<u>ITEM</u>	<u>REIMBURSEMENT RATE</u>
	<u>[__insert charges__]</u>
Per Diem	\$ /day
Car mileage	\$ /mile
Travel	\$ /trip
Computer Charges	\$ /hour
Photocopies	\$ /copy
Blueline	\$ /sheet
LD Telephone	\$ /call
Fax	\$ /sheet
Photographs	\$ /sheet

Travel by air and travel in excess of 100 miles from the Contractor's office nearest to Agency's office must have Agency's prior written approval to be reimbursed under this Agreement.

2. DIRECT SALARY RATES

Direct Salary Rates, which are the range of hourly rates to be used in determining Direct Salary Costs in Section 1.1.1 above, are given below and are subject to the following:

- 2.1 Direct Salary Rates shall be applicable to both straight time and overtime work, unless payment of a premium for overtime work is required by law, regulation or craft agreement, or is otherwise specified in this Agreement. In such event, the premium portion of Direct Salary Costs will not be subject to the Multiplier defined in Paragraph 1.1.2 above.
- 2.2 Direct Salary Rates shown herein are in effect for one year following the effective date of the Agreement. Thereafter, they may be adjusted annually to reflect the Contractor's adjustments to individual compensation. The Contractor shall notify Agency in writing prior to a change in the range of rates included herein, and prior to each subsequent change.

<u>POSITION OR CLASSIFICATION</u>	<u>RANGE OF HOURLY RATES</u>
-----------------------------------	------------------------------

[__sample__]

Principal	\$.00 - \$.00/hour
Project Manager	\$.00 - \$.00/hour
Sr. Engineer/Planner	\$.00 - \$.00/hour
Project Engineer/Planner	\$.00 - \$.00/hour
Assoc. Engineer/Planner	\$.00 - \$.00/hour
Technician	\$.00 - \$.00/hour
Drafter/CADD Operator	\$.00 - \$.00/hour
Word Processor	\$.00 - \$.00/hour

- 2.3 The above rates are for the Contractor only. All rates for subcontractors to the Contractor will be in accordance with the Contractor's cost proposal.

3. INVOICING.

- 3.1 Each month the Contractor shall submit an invoice for Services performed during the preceding month. The original invoice shall be submitted to Agency's Executive Director with two (2) copies to Agency's Project Coordinator.
- 3.2 Charges shall be billed in accordance with the terms and rates included herein, unless otherwise agreed in writing by Agency's Representative.
- 3.3 Base Work and Extra Work shall be charged separately, and the charges for each task and Milestone listed in the Scope of Services, shall be listed separately. The charges for each individual assigned by the Contractor under this Agreement shall be listed separately on an attachment to the invoice.

- 3.4 A charge of \$500 or more for any one item of Additional Direct Costs shall be accompanied by substantiating documentation satisfactory to Agency such as invoices, telephone logs, etc.
- 3.5 Each copy of each invoice shall be accompanied by a Monthly Progress Report and spreadsheets showing hours expended by task for each month and total project to date.
- 3.6 If applicable, each invoice shall indicate payments to DBE subcontractors or supplies by dollar amount and as a percentage of the total invoice.
- 3.7 Each invoice shall include a certification signed by the Contractor's Representative or an officer of the firm which reads as follows:

I hereby certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed.

Signed _____
 Title _____
 Date _____
 Invoice No. _____

4. PAYMENT

- 4.1 Agency shall pay the Contractor within four to six weeks after receipt by Agency of an original invoice. Should Agency contest any portion of an invoice, that portion shall be held for resolution, without interest, but the uncontested balance shall be paid.
- 4.2 The final payment for Services under this Agreement will be made only after the Contractor has executed a Release and Certificate of Final Payment.

EXHIBIT B-2
Sample Cover Letter to WRCOG

Date

Western Riverside Council of Governments
 3390 University Avenue; Suite 450
 Riverside, California 92501
 Attention: Deputy Executive Director
 ATTN: Accounts Payable

Re: Project Title - Invoice #__

Enclosed for your review and payment approval is the AGENCY's invoice for professional and technical services that was rendered by our contractors in connection with the 2002 Measure "A" Local Streets and Roads Funding per Agreement No. _____ effective (Month/Day/Year) . The required support documentation received from each contractor is included as backup to the invoice.

Invoice period covered is from Month/Date/Year to Month/Date/Year .

Total Authorized Agreement Amount:	\$0,000,000.00
------------------------------------	----------------

Total Invoiced to Date:	\$0,000,000.00
-------------------------	----------------

Total Previously Invoiced:	\$0,000,000.00
----------------------------	----------------

Balance Remaining:	\$0,000,000.00
--------------------	----------------

Amount due this Invoice:	\$0,000,000.00
---------------------------------	-----------------------

=====

I certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the contractors listed.

By: _____
 Name
 Title

cc:

EXHIBIT B-3
Sample Letter from Contractor to AGENCY

Month/Date/Year

Western Riverside Council of Governments
 3390 University Avenue; Suite 200
 Riverside, California 92501
 Attention: Deputy Executive Director
 Attn: Accounts Payable

Invoice # _____

For **[type of services]** rendered by **[contractor name]** in connection with **[name of project]**
 This is per agreement No. XX-XX-XXX effective Month/Date/Year .

Invoice period covered is from Month/Date/Year to Month/Date/Year .

Total Base Contract Amount:	\$000,000.00
Authorized Extra Work (if Applicable)	\$000,000.00

TOTAL AUTHORIZED CONTRACT AMOUNT:	\$000,000.00
-----------------------------------	--------------

Total Invoice to Date:	\$000,000.00
Total Previously Billed:	\$000,000.00
Balance Remaining:	\$000,000.00

Amount Due this Invoice:	\$000,000.00
--------------------------	--------------

I certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed,

By: _____
 Name
 Title

**EXHIBIT B-4
SAMPLE TASK SUMMARY SCHEDULE
(OPTIONAL)**

EXHIBIT B-5
Sample Progress Report

REPORTING PERIOD: Month/Date/Year to Month/Date/Year
 PROGRESS REPORT: #1

A. Activities and Work Completed during Current Work Periods

TASK 01 – 100% PS&E SUBMITTAL

1. Responded to Segment 1 comments from Department of Transportation
2. Completed and submitted Segment 1 final PS&E

B. Current/Potential Problems Encountered & Corrective Action

Problems	Corrective Action
None	None

C. Work Planned Next Period

TASK 01 – 100% PS&E SUBMITTAL

1. Completing and to submit Traffic Signal and Electrical Design plans
2. Responding to review comments

Attachment

TUMF Reimbursement
Agreement – Amendment
No. 1 – I-10/Highland
Springs Interchange –
PA&ED Phase

AMENDMENT NO. 1 TO FUNDING AGREEMENT

I-10/HIGHLAND SPRINGS INTERCHANGE

PA&ED PHASE

This Amendment No. 1 to Funding Agreement (“Amendment No. 1”) is entered into this _____ day of August ____, 2025, by and between the WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS (“WRCOG”) and the RIVERSIDE COUNTY TRANSPORTATION COMMISSION (“RCTC”). WRCOG and the RCTC are sometimes referred to individually as “Party” and collectively as “Parties.”

RECITALS

A. WHEREAS, WRCOG and RCTC entered into a prior agreement titled “Funding Agreement for I-10/Highland Springs Interchange Project Study Report (PSR)” dated January 15, 2020 (the “Prior Agreement”) which allocated \$2 Million of Transportation Uniform Mitigation Fees (TUMF) for the preparation of a PSR for the I-10/Highland Springs Interchange Project (“Project”). The Prior Agreement was amended on August 10, 2021 to designate RCTC as the lead for the Project Approval/Environmental Document (PA/ED), and to allow \$2 million of TUMF Program funds to be used for both PSR and PA/ED phases.

B. WHEREAS, WRCOG and RCTC have entered into an Agreement titled “Funding Agreement for the I-10/Highland Springs Interchange Project PA&ED Phase” (the “Agreement”), dated February 21, 2024, for reallocating \$1.5 million of remaining TUMF Program funding from the Prior Agreement to the PA/ED phase of the Project and for adding an additional \$2M in TUMF Program funding. RCTC spent approximately \$500,000 of TUMF Program funding for the Project PSR.

C. WHEREAS, the Parties now desire to amend the Agreement to increase the funding amount. RCTC has requested an additional \$2 million in TUMF Program funding for the Project PA&ED phase.

D. WHEREAS, additional funds are needed for this Project to complete the PA/ED phase. The increase in cost is due to the addition of design Alternative 5, as required by the California Department of Transportation, and all associated analysis, studies, and reports that will be required to be submitted or amended.

TERMS

NOW, THEREFORE, in consideration of the mutual covenants and subject to the conditions contained herein, the Parties hereby agree as follows:

1. The Funding Amount contained in Section 3.2 of the Agreement is hereby increased by Two Million Dollars (\$2,000,000) from Three Million and Five Hundred Thousand Dollars (\$3,500,000) to an amount not to exceed Five Million and Five Hundred Thousand Dollars (\$5,500,000), to be used for reimbursing RCTC for costs and expenses incurred for the PA/ED phase of the Project ("Funding Amount"). The Funding Amount shall consist of the remaining \$3.5 million allocated/reallocated pursuant to Agreement and an additional \$2 million in TUMF Program Funds. The Parties acknowledge and agree that the Funding Amount may be less than the actual cost of the Project. The Parties acknowledge that \$500,000 of the Funding Amount was used for the PSR phase.

2. The foregoing increase in the Funding Amount is within the Maximum TUMF Share.

3. This Amendment No. 1 is in all respects governed by California law and venue for any dispute shall be in Riverside County.

4. Each Party warrants that the individuals who have signed this Amendment No. 1 have the legal power, right and authority to make this Agreement and bind each respective Party.

5. This Amendment No. 1 may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

6. A manually signed copy of this Amendment No. 1 which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment No. 1 for all purposes. This Amendment No. 1 may be signed using an electronic signature.

7. The above-stated Recitals are true and correct and are hereby fully incorporated into this Amendment No. 1 as though fully set forth herein.

8. Except to the extent specifically modified or amended hereunder, all of the terms, covenants and conditions of the Agreement shall remain in full force and effect between the Parties hereto.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 1 to be executed by their duly authorized representatives to be effective on the day and year first written above.

WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS

RIVERSIDE COUNTY
TRANSPORTATION COMMISSION

By: _____
Dr. Kurt Wilson, Executive Director

By: _____
Aaron Hake, Executive Director

Exhibit A

SCOPE OF SERVICES

- 1. SCOPE OF WORK: See Previous Agreements**

EXHIBIT “A-1”

ESTIMATE OF COST

Phase	TUMF	LOCAL	TOTAL
PA&ED			\$6 million
PS&E	\$3 million		
RIGHT OF WAY	\$2 million		\$2 million
CONSTRUCTION	\$30 million		\$30 million
TOTAL			

EXHIBIT “A-2”

PROJECT SCHEDULE

TIMETABLE:

Phase	Estimated Completion Date	Estimated Cost	Comments
PA&ED	Spring 2028	\$6 million	Includes PSR Phase, project funding agreement executed Jan 15, 2020.
PS&E	Spring 2031	\$3 million	From PSR – 2021.
RIGHT OF WAY	Spring 2031	\$2 million	From PSR – 2021.
CONSTRUCTION	Spring 2034	\$30 million	From PSR – 2021.
TOTAL			

Attachment

TUMF Reimbursement
Agreement - Amendment No.
1 - Market Street (Rubidoux
to Santa Ana River) Road
Improvements
(18-NW-JVL-1197)

**AMENDMENT NO. 1 TO TRANSPORTATION UNIFORM MITIGATION FEE
PROGRAM AGREEMENT**

MARKET STREET (RUBIDOUX TO SANTA ANA RIVER)

This Amendment No. 1 to Transportation Uniform Mitigation Fee Program Agreement (“Amendment No. 1”) is entered into this ____ day of ____, 2025, by and between the WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS (“WRCOG”) and The City of Jurupa Valley (“AGENCY”). WRCOG and the AGENCY are sometimes referred to individually as “Party” and collectively as “Parties.”

RECITALS

A. WRCOG and AGENCY have entered into an agreement titled “Transportation Uniform Mitigation Fee Program Agreement” that is dated **January 20, 2022** (“Agreement”). The Agreement provides the terms and conditions, scope of work, schedule and funding amount for the construction of the Market Street (Rubidoux to Santa Ana River).

B. The Parties desire to amend the Agreement by adding a right of way and construction phases to the Agreement, so that the Agreement provides the terms and conditions, scope of work, schedule and funding amounts for the planning, engineering, right of way, and construction phases of the Market Street (Rubidoux to Santa Ana River) project (hereinafter, the “Project”).

C. The Parties desire to amend the Agreement by increasing the funding amount pursuant to Sections 6 and 33 of the Agreement.

D. Funds are being increased for this project to authorize funding for the Right of Way and Utility Relocation and Construction Phases as the project has now progressed beyond

the design phase and is ready to move forward with construction.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and subject to the conditions contained herein, the Parties hereby agree as follows:

1. The Funding Amount contained in Section 2 of the Agreement is hereby increased by \$3,417,000 from \$793,000 to an amount not to exceed \$4,210,000

2. The foregoing increase in the Funding Amount is within the Maximum TUMF Share.

3. Exhibits “A”, “A-1” and “A-2” of the Agreement are hereby replaced in their entirety by Exhibits “A” “A-1” and “A-2” of this Amendment No.1, which are attached hereto and incorporated by reference.

4. The above-stated Recitals are hereby fully incorporated into this Amendment No. 1.

5. Except to the extent specifically modified or amended hereunder, all of the terms, covenants and conditions of the Agreement shall remain in full force and effect between the Parties hereto.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 1 to be executed by their duly authorized representatives to be effective on the day and year first written above.

WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS

CITY OF JURUPA VALLEY

By: _____
Dr. Kurt Wilson, Executive Director

By: _____
Rod B. Butler, City Manager

Approved to Form:

Approved to Form:

By: _____
Steven C. DeBaun
General Counsel

By: _____
Peter M. Thorson, City Attorney

Attest:

By: _____
Maria Morris, CMC
Interim City Clerk

EXHIBIT “A”**SCOPE OF SERVICES****SCOPE OF WORK:**

The City of Jurupa Valley is proposing to widen Market Street between Rubidoux Boulevard and the Santa Ana River. The project will expand the existing two-lane roadway to four travel lanes—two in each direction—with a painted center median. Additional improvements will include curb and gutter, sidewalks, curb ramps, striping, and traffic signal modifications to accommodate the widened roadway.

The PA&ED and PS&E phases have been completed and include all necessary components to produce a construction-ready document package. This project is intended to align with the Market Street Bridge Improvements led by the County of Riverside Transportation Department, which are nearly ready to be advertised for construction under a separate reimbursement agreement.

EXHIBIT “A-1”
ESTIMATE OF COST

Phase	TUMF	LOCAL	TOTAL
PA&ED	\$227,000	N/A	\$227,000
PS&E	\$566,000	N/A	\$566,000
RIGHT OF WAY	\$1,002,000	N/A	\$1,002,000
CONSTRUCTION	\$2,415,000	N/A	\$2,415,000
TOTAL	\$4,210,000	N/A	\$4,210,000

EXHIBIT “A-2”**PROJECT SCHEDULE****TIMETABLE:**

Phase	Estimated Completion Date	Estimated Cost	Comments
PA&ED	4/30/22	\$227,000	
PS&E	6/30/22	\$566,000	
RIGHT OF WAY	N/A	\$1,002,000	
CONSTRUCTION	December 2025	\$2,415,000	
TOTAL		\$4,210,000	



Western Riverside Council of Governments Joint Meeting of the WRCOG Executive Committee and Supporting Foundation

Staff Report

Subject: Approval of the 2025 TUMF Central, Northwest, Hemet / San Jacinto, and Pass Zones' 5-Year Transportation Improvement Programs

Contact: Chris Gray, Deputy Executive Director, cgray@wrcog.us, (951) 405-6710

Date: August 4, 2025

Recommended Action(s):

1. Approve the 2025 TUMF Central Zone 5-Year Transportation Improvement Program.
 2. Approve the 2025 TUMF Northwest Zone 5-Year Transportation Improvement Program.
 3. Approve the 2025 TUMF Hemet / San Jacinto Zone 5-Year Transportation Improvement Program.
 4. Approve the 2025 TUMF Pass Zone 5-Year Transportation Improvement Program.
-

Summary:

Staff and elected officials representing each jurisdiction within the TUMF Central, Northwest, Hemet / San Jacinto, and Pass Zones have met to discuss and approve funding allocations for individual projects in the TUMF Program. The result of these meetings is a 5-year, Zone-specific, Transportation Improvement Program (TIP), which must be approved by the WRCOG Executive Committee.

Purpose / WRCOG 2022-2027 Strategic Plan Goal:

The purpose of this item to request approval of the 2025 TUMF Central, Northwest, Hemet / San Jacinto, and Pass Zones' TIPs. 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

WRCOG's TUMF Program is a regional fee program designed to provide transportation and transit infrastructure that mitigates the impact of new growth in western Riverside County. The WRCOG subregion is divided into five Zones with each jurisdiction a part of one Zone. The County of Riverside is a member of all TUMF Zones due to the unincorporated areas within each Zone area. Representatives from the five TUMF Zones meet annually to allocate fee revenue to eligible infrastructure projects through a 5-year TIP.

Present Situation

TUMF funds are programmed through a collaborative exercise involving each of WRCOG's member agencies which participate in the TUMF Program. The Executive Committee from the TUMF Central, Northwest, Hemet / San Jacinto, and Pass Zones have met and recommended approval of their respective TIPs. These TIPs were vetted by WRCOG and member agency staff, and were recommended for approval by the Zone Executive Committees. Zones are represented by the following member agencies:

1. Central Zone: Menifee, Moreno Valley, Perris, and County of Riverside (District 1, 3, & 5)
2. Northwest Zone: Corona, Eastvale, Jurupa Valley, Norco, Riverside, and County of Riverside (District 1 & 2)
3. Hemet / San Jacinto Zone: Hemet, San Jacinto, and County of Riverside (District 3 & 5)
4. Pass Zone: Banning, Beaumont, Calimesa, and County of Riverside (District 5)

The WRCOG Executive Committee is being asked to approve these TIPs so that local agencies may enter into reimbursement agreements with WRCOG on the project funding allocated.

Prior Action(s):

July 8, 2025: The TUMF Central Zone Executive Committee recommended that the WRCOG Executive Committee approve the 2025 TUMF Northwest Zone 5-Year Transportation Improvement Program.

July 23, 2025: The TUMF Northwest Zone Executive Committee recommended that the WRCOG Executive Committee approve the 2025 TUMF Northwest Zone 5-Year Transportation Improvement Program.

July 8, 2025: The TUMF Hemet / San Jacinto Zone Executive Committee recommended that the WRCOG Executive Committee approve the 2025 TUMF Hemet / San Jacinto Zone 5-Year Transportation Improvement Program.

June 18, 2025: The TUMF Pass Zone Executive Committee recommended that the WRCOG Executive Committee approve the 2025 TUMF Pass Zone 5-Year Transportation Improvement Program.

Financial Summary:

Any reimbursements of TUMF-related expenses authorized on the approved Central, Northwest, Hemet / San Jacinto, and Pass Zones' TIPs will be funded through the TUMF Account (Fund 220). The anticipated revenue reflects current funds held by WRCOG for the TIPs and also anticipated revenues. Payments are only made after the WRCOG member agency secures a reimbursement agreement for those expenditures with WRCOG. Payments occur after receiving a reimbursement request, which is then reviewed by WRCOG staff and 3rd party consultants to ensure consistency with the TUMF Administrative Plan.

Attachment(s):

[Attachment 1 - TUMF Central Zone 5-Year Transportation Improvement Program](#)

Attachment 2 - TUMF Northwest Zone 5-Year Transportation Improvement Program

Attachment 3 - TUMF Hemet-San Jacinto Zone 5-Year Transportation Improvement Program

Attachment 4 - TUMF Pass Zone 5-Year Transportation Improvement Program

Attachment

2025 TUMF Central Zone 5-Year Transportation Improvement Program



Fiscal Year 2025/2026 Central Zone 5-Year Transportation Improvement Program

Fiscal Year			FY25/26	FY26/27	FY27/28	FY28/29	FY29/30	Current Programmed Phase Balance	Total Phase Payments/ Expenditures	Reimbursement Agreement Values	Last Invoiced	Max Share (2024)
Forecast Revenues			\$12,000,000	\$ 12,120,000	\$ 12,180,600	\$ 12,241,503	\$ 12,363,918	\$ 86,201,274	\$ (45,818,780)			
Carryover Revenues (As of March 2022)			\$ 14,863,523	\$ (23,003,376)	\$ (33,194,076)	\$ (28,781,476)	\$ (23,539,973)					
Available Revenue			\$26,863,523	\$ (10,883,376)	\$ (21,013,476)	\$ (16,539,973)	\$ (11,176,055)					
Programmed Expenditures												
Phase												
County of Riverside												
06-CN-RCY-1103	Cajalco Road, Alexander Street to I-215 (3.280 mi. 2 to 4 lanes)	PLN	\$ 4,161,338	\$ -	\$ -	\$ -	\$ -	\$ 4,161,338	\$ (600,000)	\$ 4,761,338	12/6/2024	\$ 87,252,000
		ENG	\$ 507,051	\$ -	\$ -	\$ -	\$ -	\$ 507,051	\$ (992,949)	\$ 1,500,000		
23-CN-RCY-1199	Nuevo Rd (Dunlap Dr to Menifee Rd)	PLN	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ 500,000	\$ -	No Agreement	N/A	\$ 2,505,000
23-CN-RCY-1318	Gilman Springs Rd (SR-60 to Bridge St)	PLN	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000	\$ -	\$ 1,000,000	4/9/2025	\$ 18,388,000
		ROW	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (2,000,000)	\$ 2,000,000		
25-CN-RCY-1410	Nuevo Road Bridge (Over San Jacinto River)	CON	\$ -	\$ -	\$ 2,900,000	\$ 2,000,000	\$ -	\$ 4,900,000	\$ -	\$ -	N/A	\$ 5,568,000
City of Menifee												
18-CN-MEN-1181	Holland Road (Antelope to Haun) & I-215 Overcrossing	CON	\$ 1,500,000.00	\$ -	\$ -	\$ -	\$ -	\$ 1,500,000	\$ (11,255,000)	\$ 11,255,000	3/6/2025	\$ 24,441,000
18-CN-MEN-1182	Scott Road Widening (Sunset Ave to I-215)	PLN	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (851,757)	\$ 150,000	6/27/2023	\$ 17,337,000
		ENG	\$ 1,245,754	\$ -	\$ -	\$ -	\$ -	\$ 1,245,754	\$ (1,002,489)	\$ 2,220,000		
		ROW	\$ 1,500,000	\$ 1,009,000	\$ -	\$ -	\$ -	\$ 2,509,000	\$ -	\$ -		
20-CN-MEN-1183	McCall/I-215 Interchange	PLN	\$ 405,624	\$ -	\$ -	\$ -	\$ -	\$ 405,624	\$ (1,017,868)	\$ 1,423,493	6/27/2024	\$ 18,243,000
		ENG	\$ 1,379,425.00	\$ -	\$ -	\$ -	\$ -	\$ 1,379,425	\$ (500)	\$ 1,379,925		
		ROW	\$ -	\$ 2,903,700	\$ -	\$ -	\$ -	\$ 2,903,700	\$ (2,070)	\$ 405,770		
21-CN-MEN-1197	McCall Blvd Widening (Aspell Rd to Menifee Rd)	PLN	\$ 74,520	\$ -	\$ -	\$ -	\$ -	\$ 74,520	\$ (57,480)	\$ 132,000	9/20/2023	\$ 2,288,000
		ENG	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (330,000)	\$ 330,000		
		ROW	\$ 532,426	\$ -	\$ -	\$ -	\$ -	\$ 532,426	\$ (15,574)	\$ 548,000		
		CON	\$ 1,849,000	\$ -	\$ -	\$ -	\$ -	\$ 1,849,000	\$ -	\$ 1,507,000		
23-CN-MEN-1189	Menifee Road Widening (Garbani Road to Scott Road)	PLN	\$ 280,888	\$ -	\$ -	\$ -	\$ -	\$ 280,888	\$ (3,112)	\$ 284,000	3/14/2024	\$ 4,353,000.00
		ENG	\$ 620,398	\$ -	\$ -	\$ -	\$ -	\$ 620,398	\$ (88,603)	\$ 709,000		
		ROW	\$ 1,170,565	\$ -	\$ -	\$ -	\$ -	\$ 1,170,565	\$ (5,435)	\$ 1,526,000		
		CON	\$ -	\$ -	\$ 2,184,000	\$ -	\$ -	\$ 2,184,000	\$ -	\$ -		
24-CN-MEN-1316	Ethanac Ave Grade Separation at BNSF	PLN	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ 500,000	\$ -	\$ 500,000	N/A	\$ 105,560,000
		ROW	\$ -	\$ 2,000,000	\$ -	\$ -	\$ -	\$ 2,000,000	\$ -	\$ -		
25-CN-MEN-1411	Holland Road (Bradley Road to Haun Road)	ENG	\$ 595,000	\$ -	\$ -	\$ -	\$ -	\$ 595,000	\$ -	\$ -	N/A	\$ 11,439,000
		ROW	\$ -	\$ 1,000,000	\$ -	\$ -	\$ -	\$ 1,000,000	\$ -	\$ -		
		CON	\$ -	\$ -	\$ 2,684,000	\$ -	\$ -	\$ 2,684,000	\$ -	\$ -		
25-CN-MEN-1412	Garbani Rd/I-215 Interchange	ENG	\$ -	\$ -	\$ -	\$ 5,000,000	\$ -	\$ 5,000,000	\$ -	\$ -	N/A	\$ 42,483,000



City of Moreno Valley																							
05-CN-MOR-1012	Moreno Beach Drive/SR-60 Interchange Phase II - Overcrossing	PLN	\$	-	\$	-	\$	-	\$	-	\$	(1,229,943)	\$	861,849	9/26/2024	\$	32,306,000						
		ENG	\$	-	\$	-	\$	-	\$	-	\$	-	\$	(4,068,087)				\$	3,570,631				
		ROW	\$	-	\$	-	\$	-	\$	-	\$	-	\$	(5,365,199)				\$	5,626,000				
		CON	\$	744,325	\$	-	\$	-	\$	-	\$	-	\$	(11,150,926)				\$	14,500,000				
20-CN-MOR-1184	Redlands Blvd/SR-60 Interchange	PLN	\$	2,612,264	\$	-	\$	-	\$	-	\$	2,612,264	\$	(887,736)	\$	3,500,000.00	2/28/2025	\$	32,698,000				
		ENG	\$	5,000,000	\$	-	\$	-	\$	-	\$	-	\$	5,000,000	\$	-				\$	-		
		ROW	\$	-	\$	4,000,000	\$	-	\$	-	\$	-	\$	4,000,000	\$	-				\$	-		
22-CN-MOR-1307	Theodore WLC/SR-60 Interchange	PLN	\$	-	\$	-	\$	-	\$	-	\$	-	\$	(250,000)	\$	250,000.00	3/11/2025	\$	32,698,000				
		PSE	\$	5,605,413	\$	-	\$	-	\$	-	\$	-	\$	5,605,413	\$	(1,644,587)				\$	3,250,000.00		
		ROW	\$	2,500,000	\$	4,500,000	\$	-	\$	-	\$	-	\$	7,000,000	\$	-				\$	-		
25-CN-MOR-1413	Alessandro Blvd (Nason St to Moreno Beach Drive)	CON	\$	1,000,000	\$	-	\$	-	\$	-	\$	-	\$	1,000,000	\$	-	\$	-	N/A	\$	-		
City of Perris																							
13-CN-PER-1164	Perris Boulevard Widening, Phase II (I-215 to Case)	ENG	\$	-	\$	-	\$	-	\$	-	\$	-	\$	(150,000)	\$	150,000	8/8/2018	\$	6,297,000				
		ROW	\$	2,000,000	\$	-	\$	-	\$	-	\$	-	\$	2,000,000	\$	(627,570)				\$	627,570		
		CON	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	(2,193,801)				\$	3,700,000		
24-CN-PER-1314	Ethanac Rd (Goetz to Keystone, 0 to 4 lanes) w/Bridge	CON	\$	7,000,000	\$	6,898,000	\$	-	\$	-	\$	-	\$	13,898,000	\$	-	\$	13,898,000	N/A	\$	11,624,000		
25-CN-PER-1414	Ethanac Road/I-215 Interchange	ENG	\$	5,000,000	\$	-	\$	-	\$	-	\$	-	\$	5,000,000	\$	-	No Agreement	N/A	\$	5,316,000			
City of Moreno Valley/ March JPA																							
16-CN-MOR-1179	Heacock Street, San Michele Road to Harley Knox Boulevard (0.74 mi. 2 to 4 lanes)	PLN	\$	121,908	\$	-	\$	-	\$	-	\$	-	\$	121,908	\$	(28,094)	\$	150,000	12/7/2019	\$	1,740,000		
		ENG	\$	461,000	\$	-	\$	-	\$	-	\$	-	\$	-	\$	461,000	\$	-				\$	461,000
		ROW	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-				\$	311,000
Total Programmed Capital Expenditures			\$	49,866,899	\$	22,310,700	\$	7,768,000	\$	7,000,000	\$	-											
Total Programmed Balance Carryover*			\$	(23,003,376)	\$	(33,194,076)	\$	(28,781,476)	\$	(23,539,973)	\$	(11,176,055)											

Summary Table							
Fiscal Year	FY25/26	FY26/27	FY27/28	FY28/29	FY29/30	5-Year Total Available Revenue	5-Year Total Programmed
Available Revenue	\$ 26,863,523	\$ (10,883,376)	\$ (21,013,476)	\$ (16,539,973)	\$ (11,176,055)		
Total Funded/Obligated Expenditures	\$ 49,866,899	\$ 22,310,700	\$ 7,768,000	\$ 7,000,000	\$ -	\$ 75,769,544	\$ 86,201,274
Carryover Balance	\$ (23,003,376)	\$ (33,194,076)	\$ (28,781,476)	\$ (23,539,973)	\$ (11,176,055)		

Notes:

Phases: planning=PLN, engineering=ENG, right-of-way=ROW, construction=CON

Attachment

2025 TUMF Northwest Zone 5-Year Transportation Improvement Program



Fiscal Year 2025/2026 Northwest Zone 5-Year Transportation Improvement Program

Fiscal Year		FY25-26		FY26-27		FY27-28		FY28-29		FY29-30		Current Programmed Phase Balance	Total Phase Payments/ Expenditures	Last Invoice	Reimbursement Agreement Amount	Max Share (2024)
Forecast Revenues		\$ 10,000,000		\$ 10,300,000		\$ 10,609,000		\$ 10,927,270		\$ 11,255,088		\$ 85,898,440	\$ (20,022,151)			
Carryover Revenues		\$ 39,737,628		\$ (26,053,812)		\$ (31,492,812)		\$ (37,233,812)		\$ (26,306,542)						
Available Revenues		\$ 49,737,628		\$ (15,753,812)		\$ (20,883,812)		\$ (26,306,542)		\$ (15,051,454)						
Programmed Expenditures																
City of Corona																
05-NW-COR-1048	McKinley St. Grade Separation & Bridge (0.330 mi. 4 to 6 lanes)*	PLN	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (149,582)	7/29/2010	\$ 175,600	\$ 12,678,000
		ENG	\$ 1,455,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,455,000	\$ -	\$ 1,455,000				
		ROW	\$ 2,947,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,947,000	\$ -	\$ -					
		CON	\$ 6,000,000	\$ 2,276,000	\$ -	\$ -	\$ -	\$ -	\$ 8,276,000	\$ -	\$ -					
20-NW-COR-1308	Ontario Ave (I-15 to El Cerrito)	PLN	\$ 123,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 123,000	\$ -	\$ -	\$ -	\$ 123,000	N/A	\$ 123,000	\$ 13,451,000
		ENG	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000	\$ -	\$ -	\$ 1,000,000				
		ROW	\$ 2,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,000,000	\$ -	\$ -	\$ 2,000,000				
		CON	\$ 3,037,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,037,000	\$ -	\$ -	\$ 3,037,000				
22-NW-COR-1203	Ontario Ave (Lincoln to Buena Vista)	ENG	\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300,000	\$ -	\$ -	\$ -	\$ 300,000	N/A	\$ 300,000	\$ 2,357,000
		ROW	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000	\$ -	\$ -	\$ 1,000,000				
		CON	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000	\$ -	\$ -	\$ 1,000,000				
25-NW-COR-1400	Railroad (At Railroad)	PLN	\$ -	\$ -	\$ 2,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	\$ 40,020,000	
25-NW-COR-1401	Magnolia Avenue Road Widening (Bridge to 6th St)	CON	\$ -	\$ -	\$ 6,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	\$ 6,419,000	
City of Jurupa Valley																
16-NW-JVL-1182	Limonite Avenue (Bain to Homestead) (.74 mile, 2 to 4 lanes)*	PLN	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (110,000)	7/30/2020	\$ 110,000	\$ 3,490,000	
		ENG	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (350,000)	\$ 350,000				
		ROW	\$ 800,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 800,000	\$ -	\$ -	\$ -				
		CON	\$ -	\$ -	\$ 850,000	\$ -	\$ -	\$ -	\$ 850,000	\$ -	\$ -	\$ -				
16-NW-JVL-1183	Market Street Bridge over the Santa Ana River (2 to 4 lanes)	PLN	\$ 80,286	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 80,286	\$ (144,714)	12/19/2024	\$ 225,000	\$ 8,466,000			
		ENG	\$ 475,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 475,000	\$ -		\$ 240,000				
		CON	\$ 5,906,000	\$ 2,000,000	\$ -	\$ -	\$ -	\$ -	\$ 7,906,000	\$ -		\$ -				
18-NW-JVL-1195	Rubidoux Boulevard/SR-60 Interchange	PLN	\$ 2,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,000,000	\$ -	N/A	\$ 2,000,000	\$ 9,278,000			
		ENG	\$ -	\$ 2,500,000	\$ -	\$ -	\$ -	\$ -	\$ 2,500,000	\$ -		\$ 2,500,000				
18-NW-JVL-1196	Cantu Galleano Ranch Road, Gap Closure (Bellegrave to .31 mile west), .31 miles	PLN	\$ 22,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 22,000	\$ -	N/A	\$ 22,000	\$ 426,000			
		ENG	\$ 54,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 54,000	\$ -		\$ 54,000				
18-NW-JVL-1197	Market Street (Rubidoux to Santa Ana River), 1.74 miles, 2 to 4 lanes	PLN	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (226,492)	12/19/2024	\$ 227,000	\$ 4,488,000			
		ENG	\$ 518,266	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 518,266	\$ (47,734)		\$ 566,000				
		ROW	\$ 1,002,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,002,000	\$ -		\$ -				
		CON	\$ 2,415,000	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ 2,615,000	\$ -		\$ -				
20-NW-JVL-1309	Bellegrave Ave (Cantu-Galleano Ranch Rd to Van Buren), 2 to 4 lanes	PLN	\$ 40,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 40,000	\$ -	N/A	\$ 40,000	\$ 790,000			
		ENG	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000	\$ -		\$ 100,000				
24-NW-JVL-1310	Van Buren Blvd (Bellegrave to Santa Ana River)	PLN	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A	No Agreement	\$ 9,312,000			
		ENG	\$ 2,312,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,312,000	\$ -						
		ROW	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -						
		CON	\$ 7,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,000,000	\$ -						
County of Riverside																
18-NW-RCY-1203	Temescal Canyon Road Widening - Dos Lagos to Dawson	ROW	\$ 280,068	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 280,068	\$ (1,319,932)	3/6/2025	\$ 1,600,000	\$ 5,763,000			
		CON	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (2,801,407)		\$ 3,000,000				

Attachment

2025 TUMF Hemet/San Jacinto Zone 5-Year Transportation Improvement Program



Fiscal Year 2025/2026 Hemet/San Jacinto Zone 5-Year Transportation Improvement Program

Fiscal Year		FY25-26		FY26-27		FY27-28		FY28-29		FY29-30		Current Phase Balance		Total Phase Payments/ Expenditures		Last Invoice		Reimbursement Agreement Amount		Max Share (2024)	
Forecast Revenues				\$8,000,000		\$ 8,240,000		\$ 8,487,200		\$ 8,741,816		\$ 9,004,070		\$ 67,380,570		\$ (10,464,455)					
Carryover Revenues (As of 3/31/2025)				\$28,709,734		\$ 1,529,164		\$ 1,769,164		(\$ 3,943,636)		(\$ 5,201,820)									
Available Revenues				\$ 36,709,734		\$ 9,769,164		\$ 10,256,364		\$ 4,798,180		\$ 3,802,250									
Funded Expenditures																					
Phase																					
City of Hemet																					
24-HS-HEM-1317	Warren Rd (Domenigoni to Esplanade)	PLN	\$	1,000,000	\$	-	\$	-	\$	-	\$	-	\$	1,000,000	\$	-	N/A	\$	1,000,000	\$	19,926,000
		ROW	\$	1,000,000	\$	1,000,000	\$	-	\$	-	\$	-	\$	2,000,000	\$	-		\$	-		
		CON	\$	-	\$	4,000,000	\$	8,000,000	\$	8,000,000	\$	-	\$	20,000,000	\$	-		\$	-		
City of San Jacinto																					
20-HS-SJC-1201	State St, Gilman Springs to Quandt Ranch Rd	PLN	\$	59,535	\$	-	\$	-	\$	-	\$	-	\$	59,535	\$	-	N/A	\$	59,535	\$	3,317,000
		ENG	\$	149,121	\$	-	\$	-	\$	-	\$	-	\$	149,121	\$	-		\$	149,121		
		ROW	\$	247,779	\$	-	\$	-	\$	-	\$	-	\$	247,779	\$	-		\$	247,779		
		CON	\$	681,565	\$	-	\$	2,200,000	\$	-	\$	-	\$	2,881,565	\$	-		\$	681,565		
20-HS-SJC-1202	Warren Rd (Upper Line to Ramona Expy, 1.75 miles)	PLN	\$	150,000	\$	-	\$	-	\$	-	\$	-	\$	150,000	\$	-	N/A	\$	150,000	\$	6,792,000
		ENG	\$	175,000	\$	-	\$	-	\$	-	\$	-	\$	175,000	\$	-		\$	175,000		
		CON	\$	4,482,000	\$	-	\$	-	\$	2,000,000	\$	-	\$	6,482,000	\$	-		\$	4,482,000		
Cities of San Jacinto and Hemet																					
05-HS-SJC-1025	Esplanade Ave, Warren Road to State St (Phase I & II) (3.53 mi. 2 to 4 lanes)	PLN	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	(384,105)	3/27/2024	\$	294,025	\$	9,700,000
		ENG	\$	82,827	\$	-	\$	-	\$	-	\$	-	\$	82,827	\$	(703,093)		\$	876,000		
		ROW	\$	536,540	\$	-	\$	-	\$	-	\$	-	\$	536,540	\$	(463,460)		\$	1,000,000		
		CON	\$	5,630,000	\$	-	\$	-	\$	-	\$	-	\$	5,630,000	\$	-		\$	5,630,000		
20-HS-HEM-1306	Esplanade Ave, Warren Road to Sanderson St - South Side Improvements (1.5 mi)	PLN	\$	17,290	\$	-	\$	-	\$	-	\$	-	\$	17,290	\$	(32,710)	4/18/2025	\$	50,000	\$	9,320,000
		ENG	\$	18,913	\$	-	\$	-	\$	-	\$	-	\$	18,913	\$	(131,087)		\$	150,000		
		CON	\$	1,700,000	\$	-	\$	-	\$	-	\$	-	\$	1,700,000	\$	-		\$	-		
County of Riverside																					
23-HS-RCY-1305	SR-79 Realignment (Winchester/Newport Road to Ramona Expressway)	ENG	\$	4,250,000	\$	3,000,000	\$	4,000,000	\$	-	\$	-	\$	11,250,000	\$	(8,750,000)	3/18/2025	\$	20,000,000	\$	56,690,000
		ROW	\$	15,000,000	\$	-	\$	-	\$	-	\$	-	\$	15,000,000	\$	-		\$	15,000,000		
Total Funded Capital Expenditures				\$ 35,180,570		\$ 8,000,000		\$ 14,200,000		\$ 10,000,000		\$ -									
Total Funded Balance Carryover*				\$ 1,529,164		\$ 1,769,164		(\$ 3,943,636)		(\$ 5,201,820)		\$ 3,802,250									

Summary Table							
Fiscal Year	FY25-26	FY26-27	FY27-28	FY28-29	FY29-30	5-Year Total Available Revenue	5-Year Total Programmed
Available Revenues	\$ 36,709,734	\$ 9,769,164	\$ 10,256,364	\$ 4,798,180	\$ 3,802,250		
Programmed Projects	\$ 35,180,570	\$ 8,000,000	\$ 14,200,000	\$ 10,000,000	\$ -	\$ 79,182,820	\$ 67,380,570
Carryover Balance	\$ 1,529,164	\$ 1,769,164	\$ (3,943,636)	\$ (5,201,820)	\$ 3,802,250		

535 Programmed Carryover Balance does not reflect actual Zone available cash



Fiscal Year 2025/2026 Hemet/San Jacinto Zone 5-Year Transportation Improvement Program

Fiscal Year	FY25-26	FY26-27	FY27-28	FY28-29	FY29-30	Current Phase Balance	Total Phase Payments/ Expenditures	Last Invoice	Reimbursement Agreement Amount	Max Share (2024)
Forecast Revenues	\$8,000,000	\$ 8,240,000	\$ 8,487,200	\$ 8,741,816	\$ 9,004,070	\$ 67,380,570	\$ (10,464,455)			
Carryover Revenues (As of 3/31/2025)	\$28,709,734	\$ 1,529,164	\$ 1,769,164	\$ (3,943,636)	\$ (5,201,820)					
Available Revenues	\$ 36,709,734	\$ 9,769,164	\$ 10,256,364	\$ 4,798,180	\$ 3,802,250					

Phases: planning=PLN, engineering=ENG, right-of-way=ROW, construction=CON

Reimbursement Detail Tracked on Separate Spreadsheet



Attachment

2025 TUMF Pass Zone 5-Year Transportation Improvement Program



Fiscal Year 2025/2026 Pass Zone 5-Year Transportation Improvement Program

Fiscal Year			FY 25-26	FY26-27	FY27-28	FY28-29	FY29-30	Current Programmed Phase Balance	Total Phase Payments/ Expenditures	Last Invoice	Reimbursement Agreement Values	Max Share (2024)	
Forecast Revenues			\$ 5,000,000	\$ 5,150,000	\$ 5,304,500	\$ 5,463,635	\$ 5,627,544	\$ 49,677,913	\$ (4,563,555)				
Carryover Revenues (As of 4/4/23)			\$ 21,930,101	(\$2,696,804)	\$ (19,721,804)	\$ (15,417,304)	\$ (9,953,669)						
Available Revenues			\$26,930,101	\$ 2,453,196	\$ (14,417,304)	\$ (9,953,669)	\$ (4,326,125)						
Programmed/Expenditures			Phase**										
Cities of Banning and Beaumont													
17-PS-BAN-1191	Highland Springs Avenue Interchange	PLN	\$ 973,992	\$ 1,000,000	\$ 1,000,000	\$ -	\$ -		\$ (2,526,008)	3/25/2025	\$ 3,500,000	\$32,516,000	
		ENG	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -		
		ROW	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -		
		CON	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -		
City of Banning													
06-PS-BAN-1206	Sun Lakes Blvd Extension (Highland Home to Sunset Ave)	PLN	\$ 110,429	\$ -	\$ -	\$ -	\$ -	\$ 110,429	\$ (389,571)	5/30/2024	\$ 500,000	\$30,502,000	
		ENG	\$ 79,176	\$ -	\$ -	\$ -	\$ -	\$ 79,176	\$ (420,824)		\$ 500,000		
		ROW	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -		
		CON	\$ 7,000,000	\$13,000,000	\$ -	\$ -	\$ -	\$ 20,000,000	\$ -		\$ 12,000,000		
City of Beaumont													
19-PS-BEA-1204	Potrero Boulevard Interchange (Phase II)	PLN	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (15,558)	8/8/2024	\$ -	\$29,561,000	
		ENG	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (599,903)		\$ 600,000		
		ROW	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -		
		CON	\$ 13,500,000	\$ -	\$ -	\$ -	\$ -	\$ 13,500,000	\$ -		\$ 13,500,000		
City of Calimesa													
19-PS-CAL-1205	County Line Road Interchange	PLN	\$ 500,000	\$ 1,000,000	\$ -	\$ -	\$ -	\$ 1,500,000	\$ -	N/A	No Agreement	\$32,698,000	
		ENG	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -
		ROW	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -
		CON	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -
16-PS-CAL-1189	Cherry Valley Boulevard Interchange	PLN	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A	No Agreement	\$59,773,000	
		ENG	\$ -	\$ 2,100,000	\$ -	\$ -	\$ -	\$ -	\$ 2,100,000				\$ -
		ROW	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -
		CON	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -
20-PS-CAL-1208	Singleton Rd/I-10 Interchange	PLN	\$ 31,931	\$ -	\$ -	\$ -	\$ -	\$ 31,931	\$ (268,069)	1/16/2025	\$ 300,000	\$ 38,423,000	
		ENG	\$ 277,235	\$ -	\$ -	\$ -	\$ -	\$ 277,235	\$ (322,765)		\$ 600,000		
		ROW	\$ 2,079,142	\$ -	\$ -	\$ -	\$ -	\$ 2,079,142	\$ (20,858)		\$ 2,100,000		
		CON	\$ 5,000,000	\$ 5,000,000	\$ -	\$ -	\$ -	\$ 10,000,000	\$ -		\$ 5,000,000		
WRCOG													
25-PS-RCY-1415	Pass Zone ITS		\$ 75,000	\$ 75,000	\$ -	\$ -	\$ -	\$ 150,000	\$ -	N/A	No Agreement	\$ -	
Total Programmed Capital Expenditures			\$ 29,626,905	\$ 22,175,000	\$ 1,000,000	\$ -	\$ -	\$ 49,677,913					
Total Programmed Carryover Balance*			(\$2,696,804)	\$ (19,721,804)	\$ (15,417,304)	\$ (9,953,669)	\$ (4,326,125)						

Summary Table							
Fiscal Year	FY 25-26	FY26-27	FY27-28	FY28-29	FY29-30	5-Year Total Available Forecast/Cash	5-Year Total Programmed
Available Revenues	\$ 26,930,101	\$ 2,453,196	\$ (14,417,304)	\$ (9,953,669)	\$ (4,326,125)		
Funded Programmed	\$ 29,626,905	\$ 22,175,000	\$ 1,000,000	\$ -	\$ -	\$ 48,475,780.05	\$ 49,677,913
Carryover Balance	\$ (2,696,804)	\$ (19,721,804)	\$ (15,417,304)	\$ (9,953,669)	\$ (4,326,125)		

NOTES:

Total Funded Carryover Balance does not reflect actual available cash.
Cherry Valley Interchange & Highland Springs Interchange funding shown above from part of Beaumont Settlement.

** Phase: planning=PLN, engineering=ENG, right-of-way=ROW, construction=CON.



Western Riverside Council of Governments Joint Meeting of the WRCOG Executive Committee and Supporting Foundation

Staff Report

Subject: Vehicle Miles Traveled Mitigation Program - Riverside Transit Agency Credit Generator Participation Agreement

Contact: Chris Gray, Deputy Executive Director, cgray@wrcog.us, (951) 405-6710

Date: August 4, 2025

Recommended Action(s):

1. Authorize the Executive Director to execute a Credit Generator Participation Agreement with the Riverside Transit Agency for the Vehicle Miles Traveled Mitigation Program.

Summary:

If approved, the attached Credit Generator Participation Agreement with the Riverside Transit Agency (RTA) would formalize RTA's participation in WRCOG's Vehicle Miles Traveled (VMT) Mitigation Program. The Executive Committee previously approved the Program Manual on May 5, 2025, allowing implementation efforts to begin. Since then, WRCOG has engaged member and partner agencies to support Program rollout and participation.

Purpose / WRCOG 2022-2027 Strategic Plan Goal:

The purpose of this item is to authorize the Executive Director to execute a Credit Generator Participation Agreement with RTA for WRCOG's VMT Mitigation Program. 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

The Executive Committee approved the VMT Mitigation Program Manual at its May 5, 2025, meeting. This action authorized staff to implement a VMT Mitigation Program that is available to WRCOG member and partner agencies to opt-in to, should they choose to do so. As highlighted in the Staff Report and presentation at the May meeting, key implementation efforts include but are not limited to:

- Meet with WRCOG member and partner agencies to discuss Program implementation and operations in greater detail.

- Solicit WRCOG member and partner agencies to sign participation agreements should they choose to do so.
- Hold meetings with member agencies and stakeholders to discuss how parties might request credits from the Program.
- Develop informational materials (videos, fact sheets, etc.) that provide additional information about the Program.
- Prepare appropriate forms, calculation tools, and other items needed for Program operation.

RTA requested a presentation on the Program to its governing body, and at its June 26, 2025, Board of Directors meeting, approved its participation in the Program as a Credit Generator and authorized RTA to enter into a Credit Generator Participation Agreement with WRCOG. The Agreement, which is one between WRCOG and the member or partner agency that is voluntarily opting-in to participate in the VMT Mitigation Program, enables the Agency to submit credits into the Mitigation Program. The Agreement outlines the terms, responsibilities of each party, indemnity, etc. WRCOG's execution of the Agreement would enable RTA to participate as a Credit Generator.

A Credit Generator, as defined in the Program Manual, is a public agency that implements a project or program that produces a VMT reduction credit. Credit Generators will enter into a Participation Agreement with the Program Administrator. This Agreement enables public agencies to submit Credit-Generating Items to the Program that are eligible to receive funding through the Program.

Next Steps

If the Executive Committee authorizes the Executive Directors to execute the Credit Generator Participation Agreement between WRCOG and RTA, the following steps will be taken:

1. WRCOG will engage RTA on the projects / programs it has that are VMT reducing, also known as Credit-Generating Items, so that they may be submitted to the Program.
2. Once projects / programs are submitted, the amount of credits generated by the submissions will be determined, and the price of the credits.
3. The projects / programs will be listed as available for any public or private entity in need of mitigating its projects VMT impacts to purchase VMT credits produced by the RTA submittals, if it meets the mitigation needs.
4. When / if a public / private entity purchases the credits produced by RTA, WRCOG will provide payment to RTA for the amount paid by the entity, sans the nominal administration fee, as agreed upon in the Credit Generator Participation Agreement.

Prior Action(s):

None.

Financial Summary:

Costs for initial Program evaluation and development are funded by LTF (Fund 210) and included in the Fiscal Year 2025/2026 Agency budget. Program implementation will be funded through an Administrative Fee which would be assessed on credits purchased by public sector and private sector entities.

Attachment(s):

Attachment 1 - Credit Generator Participation Agreement between WRCOG and RTA

VOLUNTARY VMT EXCHANGE PROGRAM
PARTICIPATION AGREEMENT

This Participation Agreement (“Agreement”) is made as of 7/9/2025 (“Effective Date”), by and between the Western Riverside Council of Governments, a California public agency (“WRCOG”) and the Riverside Transit Agency, a California public agency (“Participant”). WRCOG and Participant are sometimes individually referred to as “Party” and collectively as “Parties”.

RECITALS

A. Before a California public agency issues a discretionary approval that authorizes an action with potential environmental impacts, the agency must first comply with the California Environmental Quality Act (“CEQA”) and disclose potential impacts to the environment.

B. The CEQA process may involve the imposition of “mitigation measures” which help to reduce a project’s potentially significant impacts.

C. The manner in which transportation effects are analyzed under CEQA changed dramatically when Senate Bill 743 (“SB 743”) was adopted in 2013. SB 743 and its implementing regulations require that transportation impacts throughout the state no longer be measured in terms of vehicle delay, but instead in terms of how many Vehicle Miles Traveled (“VMT”) a project generates.

D. Transportation demand management strategies have traditionally been utilized to change travel behavior as a way of reducing VMT. These strategies are generally most effective in urban areas where a project site is accessible through multiple travel modes offering similar travel times and convenience.

E. However, these strategies are less effective in low-density suburban and rural areas, such as Western Riverside County. As a result, Western Riverside County needs a coordinated regional approach.

F. To address these needs, WRCOG has established a Voluntary VMT Exchange Program (the “Program”) that allows Credit Users to agree to fund a predetermined VMT-reducing project submitted by a Credit Generator.

G. Participant desires to participate in the Program as a Credit Generator.

H. The purpose of this Agreement is to outline the terms and conditions of the Participant’s voluntary participation in the Program.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

AGREEMENT

1. Incorporation of Recitals. The recitals above are true and correct and are hereby incorporated herein by this reference.

2. Definitions.

- (a) “Credit” shall mean a VMT reduction credit.
- (b) “Credit Generator” shall mean an entity that implements some action which produces a Credit. For the purposes of this Agreement, Participant is a Credit Generator.
- (c) “Credit Generating Item” shall mean a specific project or action which may produce a Credit.
- (d) “Credit User” shall mean a land development or transportation project administrator that needs a Credit for the purpose of CEQA mitigation.
- (e) “Program Manual” shall mean the Western Riverside Council of Governments Voluntary VMT Exchange Program Implementation Manual as may be amended from time to time.

3. Term and Termination

- (a) Term. The term of this Agreement shall commence on the Effective Date and shall remain in effect until terminated in accordance with Section 3(b) of this Agreement.
- (b) Termination.
 - (i) Termination for Convenience. Either Party may terminate this Agreement upon three (3) months written notice, except that this Agreement shall remain in effect as to any Credit-Generating Item for which Credit Purchase Agreement has been executed but not completed. However, in the event that there are any Credit-Generating Items submitted by Participant that remain which are subject to a Credit Purchase Agreement, Participant may only terminate this Agreement upon the completion of such Credit-Generating Items.
 - (ii) Termination for Breach. WRCOG reserves the right to terminate this Agreement in the event of Participant’s violation of this Agreement and non-compliance with the Program Manual. Upon receipt of written notice from WRCOG regarding the violation, Participant shall have thirty (30) days to correct the violation. Failure to cure the violation within the thirty (30) day period shall result in the termination of this Agreement.

4. Participant Responsibilities.

- (a) Submission of Credit-Generating Items. Upon execution of this Agreement, Participant can then submit Credit-Generating Items for use in the Program by utilizing a Credit-Generating Item Form as further described in the Program Manual. Credit-Generating Items are subject to approval by WRCOG as the Program Administrator pursuant to the process as outlined in the Program Manual.
 - (i) Qualification and Accuracy of Information. Participant agrees that any Credit-Generating Items that are submitted to the Program shall provide the necessary information as provided in the Program Manual Section III.D.4. In addition, Participant is solely

responsible for providing accurate information regarding their Credit-Generating Items submitted. Inaccurate information may result in removal of the Credit-Generating Item from the Program.

(ii) Credit User Agreement. Upon the selection of a Credit-Generating Item submitted by Participant by a Credit User, the WRCOG shall enter into a Credit Purchase Agreement with the Credit User. The Credit Purchase Agreement shall substantially be in the form as presented in the Program Manual.

(iii) Avoidance of Duplicate Mitigation. Participant agrees that any Credit-Generating Items submitted to WRCOG shall not be used to satisfy multiple instances of mitigation. This includes, but is not limited to, placing Credit-Generating-Items on multiple exchanges at once.

(iv) Disputes. In the event of any disputes regarding a Credit-Generating Item occurring under this Agreement, Participant agrees to follow the dispute procedures as outlined in Program Manual.

(v) Removal of Credit-Generating Items. Participant understands and agrees that Credit-Generating Items placed into the Program shall remain in the Program unless otherwise approved in writing by WRCOG.

(vi) Credit Generating Item Completion. To the extent practicable, Participant shall ensure that the Credit-Generating Item is carried out or completed once it has been assigned to a Credit User and Participant has received payment for the Credits. Participant shall take all steps reasonably necessary to ensure that the Credit-Generating Item is carried out or completed. Upon completion of the Credit-Generating Item, Participant shall provide WRCOG with a completion form.

(b) Laws and Regulations. Participant 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 its obligations under this Agreement. In addition, Participant shall comply with the Program Manual, as may be amended from time to time.

5. WRCOG Responsibilities.

(a) Program Administration. WRCOG agrees to administer the Program in accordance with the Program Manual, as may be amended from time to time.

(b) Allocation of Funds. WRCOG shall collect and allocate funds from Credit Users when Participant's Credit Generating Item is selected.

(c) Credit Transfer. Following the execution of the Credit Purchase Agreement by WRCOG and the Credit User, WRCOG will transfer the credits from the program to the Credit User for their use.

(d) Technical Assistance. WRCOG agrees to provide technical assistance to quantify the potential amount of credits a Credit Generating Item produces, ensure compliance

with Program Manual, and take appropriate measures to address any discrepancies or concerns with the submission of Credit Generating Items.

(e) Transparency. WRCOG agrees to maintain transparency in all Program-related matters, including calculation methodologies, maintenance of the exchange list, and distribution of credit-generating items, ensuring fair and equitable treatment of all participants.

6. Indemnity.

(a) To the fullest extent permitted by law, Participant shall defend, at Participant's sole cost and expense, indemnify, protect, and hold harmless WRCOG, its officers, directors, employees, and agents (collectively the "WRCOG Indemnified Parties"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not limited to Claims arising from injuries to or death of persons (Participant's employees included), for damage to property, including property owned by WRCOG, or from any violation of any federal, state, or local law or ordinance, alleged to be caused by the negligent acts, omissions or willful misconduct of Participant, its officers, directors, employees or agents in connection with or arising out of the construction and/or operation of any Credit-Generating Items submitted to the Program by Participant as well as performance of Participant's obligations under this Agreement.

(b) To the fullest extent permitted by law, WRCOG shall defend, at WRCOG's sole cost and expense, indemnify, protect, and hold harmless Participant, its officers, directors, employees, and agents (collectively the "Participant Indemnified Parties"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not limited to Claims arising from injuries to or death of persons (WRCOG's employees included), for damage to property, including property owned by Participant, or from any violation of any federal, state, or local law or ordinance, alleged to be caused by the negligent acts, omissions or willful misconduct of WRCOG, its officers, directors, employees or agents in connection with or arising out of the administration of the Program and the performance of its obligations under this Agreement. The indemnity obligations outlined in this Section 6(b) shall include any actions brought under the California Environmental Quality Act, the National Environmental Policy Act or other related action to the extent that such actions do not arise out of Participant's breach of this Agreement and/or noncompliance with the Program Manual.

(c) The indemnification and defense obligations of this Agreement shall survive its expiration or termination.

7. Insurance. During the term of this Agreement and for one (1) year thereafter, Participant shall maintain Commercial General Liability insurance. The Commercial General Liability insurance policy limits shall be not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury, death and property damage liability, and Two Million Dollars (\$2,000,000) in aggregate. Such insurance shall cover Participant's obligations under this Agreement and the actions of its employees, agents and subcontractors.

All policies shall be written by reputable insurance companies with a Best's policyholder rating of not less than A- VII.

Upon execution of this Agreement, Participant shall provide a Certificate of Insurance evidencing the insurance required herein. In no event shall the limits of any policy be considered as limiting the liability of Participant under this Agreement.

8. Miscellaneous Terms.

(a) Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Participant and WRCOG.

(b) Notice. Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to the following addresses and shall be effective upon receipt thereof:

WRCOG:

Western Riverside Council of Governments
3390 University Avenue, Suite #200
Riverside, CA 92501
Attn: Executive Director

PARTICIPANT:

Riverside Transit Agency
1825 Third Street, P.O. Box 59968
Riverside, CA 92517
Attn: CEO

(c) Entire Agreement. This Agreement represents the entire understanding of WRCOG and Participant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises, or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This is an integrated Agreement.

(d) Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance, and the remaining provisions of this Agreement shall remain in full force and effect.

(e) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However, Participant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of WRCOG. Any attempted assignment without such consent shall be invalid and void.

(f) Non-Waiver. The delay or failure of either Party at any time to require performance or compliance by the other Party of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver

of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought. The waiver of any right or remedy with respect to any occurrence or event shall not be deemed a waiver of any right or remedy with respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

(g) Time of Essence. Time is of the essence for each and every provision of this Agreement.

(h) Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue shall be in the County of Riverside.

(i) Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain, or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

(j) Amendments. Only a writing executed by all of the Parties hereto or their respective successors and assigns may amend this Agreement.

(k) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one single Agreement.

(l) Authority. The persons executing this Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by doing so, the Parties hereto are formally bound to the provisions of this Agreement.

(m) Electronic Signature. Each Party acknowledges and agrees that this Agreement may be executed by electronic or digital signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR VOLUNTARY VMT EXCHANGE PROGRAM
PARTICIPATION AGREEMENT**

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

WRCOG

PARTICIPANT

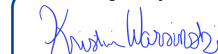
**WESTERN RIVERSIDE COUNCIL OF RIVERSIDE TRANSIT AGENCY
GOVERNMENTS**

APPROVED BY:

APPROVED BY:

Dr. Kurt Wilson
Executive Director

DocuSigned by:



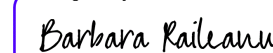
Kristin Walsinski
CEO

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Best Best & Krieger LLP
General Counsel

Signed by:



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Woodruff & Smart, APC
General Counsel



Western Riverside Council of Governments

Joint Meeting of the WRCOG Executive Committee and Supporting Foundation

Staff Report

Subject: Approval of a Professional Services Agreement for Grant Management and Project Controls with Mott MacDonald

Contact: Taylor York, Program Manager, tyork@wrcog.us, (951) 405-6751

Date: August 4, 2025

Recommended Action(s):

1. Authorize the Executive Director to execute a Professional Services Agreement between WRCOG and Mott MacDonald for grant management and project controls for the Western Riverside Municipal Green Zones Project, in an amount not-to-exceed \$88,000, for a term through March 15, 2027.

Summary:

In March 2024, WRCOG was awarded approximately \$1.35M in grant funding from the California Air Resources Board (CARB) and the California Energy Commission (CEC) to support zero-emission vehicle and infrastructure deployment in the subregion. Staff identified a need for additional resources to support development and execution of project controls, grant management, reporting, invoicing, and other administrative functions. Through a Request for Qualifications (RFQ) process, staff selected Mott MacDonald as the recommended vendor to support the project and intends to enter into a Professional Services Agreement with the firm.

Purpose / WRCOG 2022-2027 Strategic Plan Goal:

The purpose of this item is to recommend that the Executive Committee authorize the Executive Director to enter into a Professional Services Agreement (PSA) with Mott MacDonald to support grant management and project controls for the Western Riverside County Municipal Green Zones project. This item is aligned with WRCOG's 2022-2027 Strategic Plan Goal #5 (Develop projects and programs that improve infrastructure and sustainable development in our subregion).

Discussion:

Background

In March 2024, WRCOG was awarded grant funding through the CARB and CEC's Advanced Technology Demonstration and Pilot Program grant (now known as SHIFT). This funding was awarded

in partnership with the City of Banning, the City of Moreno Valley, Riverside County Purchasing and Fleet Services, and the Riverside County Transportation and Land Management Agency (Local Partner Agencies).

WRCOG also partnered with the Long Beach Clean Cities Coalition, whose technician training is industry-leading and was developed by the Cerritos College Advanced Transportation and Logistics Center. The funding will support multiple activities, including:

- Acquisition and deployment of Zero Emission Vehicles (ZEV) for agency fleets.
- Acquisition and deployment of supporting electric vehicle charging infrastructure.
- Technical training for partner agency fleets to ensure that this equipment is maintained and can continue to provide value.
- Development of a zero-emission transition toolkit outlining successes, challenges, and best practices related to ZEV deployment, which can be broadly shared to inform other agencies as they undertake ZEV transitions.

WRCOG staff identified a need for additional resources to support the development and execution of project controls, grant management, reporting, invoicing, and other administrative functions. This ensures that grant terms and conditions are adhered to and project requirements are met in a timely manner.

Present Situation

On March 6, 2025, WRCOG released a RFQ for on-call services, seeking responses from firms capable of providing grant management and project controls services. The RFQ indicated that successful candidates may be chosen to support the Municipal Green Zones Project.

A total of nine firms submitted proposals, which were reviewed by a Proposal Review Committee consisting of four WRCOG staff members from various disciplines, and utilizing a standardized proposal evaluation criteria. Following a thorough evaluation, Mott MacDonald was selected based on its technical capabilities, creative approach, and cost-effectiveness.

Mott MacDonald demonstrated a strong mix of local experience, technical expertise, and a practical understanding of how to manage public funding. Its team has helped agencies across southern California successfully apply for and manage large grants, including projects involving electric vehicles and clean transportation. They have locally-based staff with a track record of working directly with public agencies.

For this project, Mott MacDonald proposes a hands-on, team-based approach that integrates directly with WRCOG's operations. They will provide support throughout the entire grant lifecycle—from early planning and scope development to reporting, invoicing, and compliance tracking. Their team includes specialists in project controls, technical analysis, and grant reporting who will work together to streamline processes, ensure accuracy, and reduce administrative burden. By combining technical oversight with practical tools and clear communication, they aim to make the grant management process more efficient and transparent for WRCOG staff.

Prior Action(s):

October 7, 2024: The Executive Committee authorized the Executive Director to 1) execute the Advanced Technology Demonstration and Pilot Program Grant Agreement between WRCOG and the California Air Resources Board; 2) execute the Advanced Technology Demonstration and Pilot Program Grant Agreement between WRCOG and the California Energy Commission; and 3) execute agreements with the City of Banning, the City of Moreno Valley, Riverside County Purchasing and Fleet Services, and the Riverside County Transportation and Land Management Agency to provide a portion of the grant funding.

Financial Summary:

Activities related to this item are included in the Agency's Fiscal Year 2025/2026 Budget under the Clean Cities Fund (Fund 120).

Attachment(s):

[Attachment 1 - Draft PSA Between WRCOG and Mott MacDonald](#)

Attachment

DRAFT Professional Services
Agreement between WRCOG and
Mott MacDonald

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
DRAFT PROFESSIONAL SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into on _____ by and between the Western Riverside Council of Governments, a California public agency ("WRCOG"), and **Mott MacDonald Group, Inc.** ("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 grant management and project controls services, 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 **Western Riverside County Municipal Green Zones Project** ("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 grant management and project controls services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. 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 _____ to **May 15, 2027**, 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 without 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:

Salvador Munoz, Principal Project Manager, Mott MacDonald

3.2.5 WRCOG's Representative. WRCOG hereby designates **Taylor York, Program Manager**, 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 **Salvador Munoz, Principal Project Manager, Mott MacDonald**, 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 appropriate skill and attention, and shall manage means, methods, techniques, sequences, and procedures of Consultant's performances hereunder, 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 performing similar services at a similar time. Consultant represents and maintains that it is experienced 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 via a Certificate of Insurance, with such insurance in a form acceptable to WRCOG per the terms herein. 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*: Commercial General Liability

coverage (occurrence form CG 0001 or exact equivalent); (2) *Automobile Liability*: 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 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of three (3) 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 and in the annual aggregate. This insurance shall be endorsed and shall be written on a policy form coverage specifically designed to protect against negligent 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.

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 or on the Certificate of Insurance 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, and employees additional insured status.

(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, and employees shall be covered as additional insureds with respect to the operation or use 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, except as to Professional Liability coverage. 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, and employees as additional insureds under said policies. Furthermore, the requirements for coverage and limits shall be the minimum coverage and limits specified in this Agreement.

(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.

(vi) Consultant's and WRCOG's 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 solely the responsibility of Consultant, without cost of any kind to WRCOG.

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 evidencing coverage required by this Agreement on forms satisfactory to WRCOG. The certificates 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.

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 Consultant's employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable may 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 **\$88,000** without written approval from WRCOG. 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 XXXX-XX-XXXX-XXX, 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 30 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. If WRCOG purports to terminate Consultant with cause, it shall first provide 7 business days prior written notice. If Consultant diligently undertakes to cure such reason(s) for termination for cause in such 7 day period, then the notice shall be deemed withdrawn and of no effect.

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: Mott MacDonald Group, Inc.
500 South Main Street
Suite 530**

Orange, CA 92863
Attn: Salvador Munoz
WRCOG: Western Riverside Council of Governments
3390 University Avenue, Suite 200
Riverside, CA 92501
Attn: Taylor York

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. Upon payment for the subject work product, 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, upon payment for such work product, WRCOG shall have and retain all right, title, and interest (including copyright, patent, trade secret, and other proprietary rights) in all final, deliverable plans, specifications, studies, drawings, estimates, materials, data, 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.

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. Any use of such work product not within the purposes intended by this Agreement shall be at WRCOG's sole risk.

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 & Risk Allocation. Consultant shall defend, indemnify, and hold WRCOG, its Directors, officials, officers, and employees harmless from any and all liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, to the extent caused by any negligent 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 reasonable attorneys' fees and other reasonable, 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. Upon a finding of liability of

Consultant, 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 reasonable legal expenses and costs, including reasonable attorneys' fees, incurred by each of them in connection therewith. 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.

To the fullest extent provided by law, the Parties waive their respective claims for consequential, incidental and special damages, including but not limited to loss of use and loss of profit.

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 is Material. Time is material 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]

DRAFT

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

Organization

By: _____
Dr. Kurt Wilson
Executive Director

By: _____

APPROVED AS TO FORM:

ATTEST:

By: _____
General Counsel
Best Best & Krieger LLP

By: _____
Its: _____

EXHIBIT “A” SCOPE OF SERVICES

1. Project Purpose

The Consultant shall assist the Western Riverside Council of Governments (WRCOG) in administering its Western Riverside County Municipal Green Zones Pilot Project grant. This includes comprehensive grant management, development and implementation of project controls, and regulatory compliance reporting as required by both the California Air Resources Board (CARB) and California Energy Commission (CEC).

2. Scope of Work and Deliverables

Task 1 – Project Kickoff and Onboarding

- Attend project initiation meetings with WRCOG staff.
- Review grant agreements, schedules, invoice requirements, and reporting timelines.

Deliverables(s):

- Relevant notes and feedback from kickoff activities and document review.

Task 2 – Monthly Progress Memo

- Attend project initiation meetings with WRCOG staff.
- Review grant agreements, schedules, invoice requirements, and reporting timelines.

Deliverables(s):

- Monthly Progress Memos

Task 2 – Project Controls and Monitoring

- Develop a tailored project controls plan including recommended tools, workflows, and communication protocols.
- Implement and maintain project controls (e.g., Smartsheet dashboards, expenditure tracking, milestones).
- Support development of Standard Operating Procedures (SOPs) to ensure consistent reporting and administration.
- Monitor compliance with funding agreements and advise on risk mitigation strategies.

Deliverables(s):

- Project Controls Plan – one draft for WRCOG review and one final.
- Status of project controls and monitoring activities included in Monthly Progress Memo.

Task 3 – Grant Management and Reporting Support

- Prepare and submit the required reports in collaboration with WRCOG staff, including:
 - Quarterly Progress Reports (CARB & CEC)
 - Semi-Annual California Climate Investments (CCI) Reports
 - AB 126 Fleet Data Reports
 - EV Charger Inventory Reports
 - EV Charger Maintenance and Performance Reports
 - Track deliverables and assist in data collection across all funded agencies and subrecipients.

This above not represent a comprehensive list of reports, as CEC and CARB may periodically request additional reporting. WRCOG will provide a comprehensive list of reports for the project.

Deliverables(s):

- One draft and one final of each report.
- Status of reporting activities included in Monthly Project Progress Memo.

Task 4 – Invoicing and Reimbursement

- Assist WRCOG in preparation and submission of invoices and reimbursement packages to CARB and CEC.
- Monitor invoice status, reconcile grant expenditures, and track match funding, as applicable.
- Coordinate with WRCOG’s fiscal staff and external partners to ensure alignment with funding conditions.

Deliverables(s):

- Invoice drafts.
- Status of invoicing activities included in Monthly Project Progress Memos.

Task 5 – Stakeholder and Technical Support

- Provide technical support at WRCOG-led project review meetings and working sessions.
- Support WRCOG in interpreting and fulfilling technical grant terms and conditions.
- Review technical documentation (e.g., deployment plans, specifications) for compliance relevance.

Deliverables(s):

- Invoice drafts.
- Status of stakeholder and technical support activities included in Monthly Project Progress Memo.

3. Period of Performance

Services shall commence upon full execution of the agreement and continue through March 15, 2027, unless extended in writing and agreed upon by both parties.

4. Compensation and Invoicing

All services shall be provided on a time-and-materials basis per the fully burdened hourly rates in “EXHIBIT B” FEE SCHEDULE. Invoices shall be submitted monthly and include:

- Hours worked by staff member and task
- Narrative summary of services provided
- Supporting documentation for reimbursable costs (if applicable)

The total not to exceed amount for this project is \$88,000.

**EXHIBIT “B”
FEE SCHEDULE**

Staff Member	Role	Title	Rate	Annual Rate Increase
Salvador Munoz	Project Principal	Principal Project Manager	\$279.91	5%
Catherine Thibault	Project Manager	Senior Project Manager	\$234.17	5%
Darlene Gonzalez-Szabo	Grant Reporting Lead	Senior Transportation Planner	\$202.55	5%
Brianne Overton	Technical Analysis Lead	Principal Project Manager	\$280.94	5%
Meredith Van Duyn	Project Controls Lead	Principal Project Manager	\$267.05	5%
Becca Hamilton	Project Controls Support	Project Controls Specialist	\$115.20	5%



Western Riverside Council of Governments Joint Meeting of the WRCOG Executive Committee and Supporting Foundation

Staff Report

Subject: Resolution Authorizing Access to State and Federal Level Summary Criminal History Information for Employees, Interns, and Volunteers

Contact: Princess Hester, Administrative Services Director, phester@wrcog.us, (951) 405-6704

Date: August 4, 2025

Recommended Action(s):

1. Adopt Resolution Number 23-25: A Resolution of the Executive Committee of the Western Riverside Council of Governments authorizing access to State and Federal level summary criminal history information for employees, interns, and volunteers.

Summary:

WRCOG conducts background screenings for employment, internship, and volunteer positions to ensure the safety and integrity of the Agency. The proposed resolution authorizes WRCOG to access state and federal criminal history information for employment, intern, and volunteer background checks, as required by law.

Purpose / WRCOG 2022-2027 Strategic Plan Goal:

The purpose of this item is to adopt a resolution which would allow WRCOG access to fulfill the statutory requirement by formally authorizing WRCOG to access state and federal criminal history information for employees, paid interns, and volunteers. This item supports WRCOG's 2022-2027 Strategic Plan Goal #7 (Provide a safe, inclusive environment that values employees).

Discussion:

WRCOG conducts background screenings for employment, internship, and volunteer positions to ensure the safety and integrity of the Agency. While WRCOG has maintained general background check procedures, recent updates in state law require that public agencies obtain explicit, governing body authorization in order to access and utilize state and federal criminal history records for employment related decisions.

California Penal Code Sections 11105(b)(11) and 13300(b)(11) grant local government entities, including joint powers authorities like WRCOG, the ability to request both state and federal summary criminal

history information. However, these statutes also require that such access be explicitly authorized by the entities' governing body through formal adoption of a resolution.

Adoption of this resolution will fulfill the statutory requirement by formally authorizing WRCOG to access state and federal criminal history information for employees, paid interns, and volunteers. The resolution clarifies the following:

- WRCOG may obtain state and federal level criminal background information via the California Department of Justice and FBI for employment and similar purposes.
- WRCOG may use such information in compliance with applicable federal and state employment laws.
- Criminal background information may not be disseminated to private entities.
- Applies to all current and prospective WRCOG employees, interns, and volunteers.

Prior Action(s):

None.

Financial Summary:

Costs associated with fingerprinting and background checks are included in the Agency's adopted Fiscal Year 2025/2026 Budget under the Administration Department in the General Fund (Fund 110).

Attachment(s):

[Attachment 1 - Resolution Number 25-23 authorizing WRCOG to access state and federal criminal history information](#)

RESOLUTION NUMBER 23-25

A RESOLUTION OF THE EXECUTIVE COMMITTEE OF THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS AUTHORIZING ACCESS OF STATE AND FEDERAL LEVEL SUMMARY CRIMINAL HISTORY INFORMATION FOR EMPLOYEES, INTERNS, AND VOLUNTEERS

WHEREAS, the Western Riverside Council of Governments (“WRCOG”) is a joint powers authority consisting of the County of Riverside and 18 cities, the Eastern Municipal Water District, the Western Municipal Water District, and the Riverside County Superintendent of Schools, situated in Western Riverside County; and

WHEREAS, Penal Code Sections 11105(b)(11) and 13300(b)(11) authorize cities, counties, districts and joint powers authorities to access state and local summary criminal history information for employment, licensing or certification purposes; and

WHEREAS, Penal Code Section 11105(b)(11) authorizes cities, counties, districts and joint powers authorities to access federal level criminal history information by transmitting fingerprint images and related information to the Department of Justice to be transmitted to the Federal Bureau of Investigation; and

WHEREAS, Penal Code Sections 11105(b)(11) and 13300(b)(11) require that there be a requirement or exclusion from employment, licensing, or certification based on specific criminal conduct on the part of the subject of the record; and

WHEREAS, Penal Code Sections 11105(b)(11) and 13300(b)(11) require the city council, board of supervisors, governing body of a city, county or district or joint powers authority to specifically authorize access to summary criminal history information for employment, licensing, or certification purposes.

NOW THEREFORE, BE IT RESOLVED by the Executive Committee of the Western Riverside Council of Governments that WRCOG is hereby authorized to access state and federal level summary criminal history information for employment with WRCOG (including volunteers and paid interns) and may not disseminate the information to a private entity; and

BE IT FURTHER RESOLVED that WRCOG may, after complying with applicable state and federal law regarding consideration of criminal convictions, determine not to hire a person who has been convicted of a violent or serious felony or misdemeanor eligible for employment (including volunteers and paid interns, if applicable).

The Secretary of the Western Riverside Council of Governments shall certify as to the adoption of this Resolution.

PASSED AND ADOPTED by the Executive Committee of the Western Riverside Council of Governments on August 4, 2025.

Brenda Dennstedt, Chair
WRCOG Executive Committee

Dr. Kurt Wilson, Secretary
WRCOG Executive Committee

Approved as to form:

Steven DeBaun
WRCOG Legal Counsel

AYES: _____ NAYS: _____ ABSENT: _____ ABSTAIN: _____



Western Riverside Council of Governments Joint Meeting of the WRCOG Executive Committee and Supporting Foundation

Staff Report

Subject: WRCOG 2026 General Assembly & Leadership Address Speaker Selection by the WRCOG Supporting Foundation

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

Date: August 4, 2025

Recommended Action(s):

1. Authorize the Supporting Foundation Secretary to execute an agreement with the Washington Speakers Bureau to secure a speaker selected by the WRCOG Supporting Foundation, in an amount not to exceed the chosen speaker fee decided at this meeting, plus travel, meal, lodging expenses, and contingencies.
2. Authorize the Supporting Foundation Secretary to take any necessary actions to carry out the purpose and intent of this authorization.

Summary:

Planning is underway for the 2026 General Assembly & Leadership Address, scheduled for June 18, 2026, at Pechanga Resort Casino. The General Assembly Ad Hoc Committee met on July 25 and July 31, 2025, to review feedback and past speaker history and recommends that the WRCOG Supporting Foundation consider up to four speaker options provided by the Washington Speakers Bureau (WSB). Staff requests authority to work with WSB to secure a speaker based on the Supporting Foundation selection.

Purpose / WRCOG 2022-2027 Strategic Plan Goal:

The purpose of this item is to request approval for the Executive Director to enter a contract with the WSB and speaker for the 2026 General Assembly & Leadership Address. 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:

Following the success of the 2025 event, planning for the 2026 General Assembly & Leadership Address is underway, with the event scheduled for June 18, 2026, at Pechanga Resort Casino.

While the Administration & Finance (A&F) Committee previously guided speaker selection before final Executive Committee approval, that process has shifted to the WRCOG Supporting Foundation, though the A&F Committee may still provide input. Due to timing constraints from the WSB, this item did not go before the A&F Committee.

The General Assembly Ad Hoc Committee—consisting of Chair Brenda Dennstedt, Vice-Chair Jacque Casillas, 2nd Vice-Chair Mike Lara, and Past Chair Chris Barajas—reviewed input from sponsors, Executive Committee members, and staff, along with past speaker history. They recommended WSB to evaluate potential speakers across various industries, topics, and price points. At the request of the Ad Hoc Committee, the WRCOG Supporting Foundation will consider the speakers shared today in Attachment 1 to this Staff Report and select up to four speaker recommendations, within the recommended \$100,000 budget (excluding travel, lodging, meals, and incidentals).

Attachment 1 also includes historical speaker costs and a list of past speakers since 2001.

Staff seeks authority and direction to work with WSB to secure a speaker, based on the Supporting Foundation's preference, at a cost not to exceed an amount for the chosen speaker(s) presented at the meeting today.

Prior Action(s):

None.

Financial Summary:

Estimated costs associated with the 2026 General Assembly & Leadership Address are included in the adopted Fiscal Year 2025/2026 Supporting Foundation Budget; however, the budget is an estimate based on prior year costs. Once a speaker has been selected, a budget amendment will be brought forward, if necessary.

Attachment(s):

[Attachment 1 - General Assembly Speaker Recommendations August 2025](#)

2026 General Assembly & Leadership Address Speaker Considerations

Speaker Budget

2026	TBD	\$100,000
2025	Adm. William H. McRaven	\$76,000
2024	Sean McVay	\$135,000

2026 General Assembly & Leadership Address considered speakers

This year's requests by Stakeholders:

- Former Board Supervisor Marion Ashley**
- Gov. Spencer Cox*
- Randy Edmonds*
- [Erin Gruwell, Freedom Writers](#)
- [Magic Johnson](#)
- [Van Jones](#)
- Robert Kennedy*
- [Peyton Manning](#)
- Gov. Wes Moore*
- Cam Marsden - Generational Workforce^
- [Steve Martin](#) and/ or [Martin Short](#)
- Barack Obama (multiple requests)^
- Michelle Obama (multiple requests)^
- Shaquille O'Neal (multiple requests)^
- Bill O'Reilly^
- Vivek Ramaswamy^
- Gordon Ramsey^
- [Mel Robbins](#)
- Tony Robbins^
- [Mike Rowe](#)
- [Simon Sinek \(multiple requests\)](#)
- [Arnold Schwarzenegger \(multiple requests\)](#)
- Jon Stewart^
- Donald Trump*
- [Neil DeGrasse Tyson](#)
- Usha Vance^
- [Jocko Willink](#)
- Oprah Winfrey^

WSB suggestions:

- [Tony Hawk](#)
- [Lindsey Vonn](#)
- [Bob Costas](#)
- [Vivek Murthy](#)
- [Walter Isaacson](#)
- [Jim Harbaugh](#)
- [Daniel Pink](#)
- [Jay Shetty](#)
- [Jesse Cole](#)
- [Mike Krzyzewski](#)
- [Drew Brees](#)
- [JJ Watt](#)
- [Erin Andrews](#)
- [Jewel Kilcher](#)
- [John Maxwell](#)
- [Simon Sinek](#)
- [Hunter and Tara Davis- Woodhall](#)
- [Pat Riley](#)
- [Andre Agassi](#)
- [Alex Honnold](#)
- [Mick Ebeling](#)
- [Jose Andres](#)
- [Colin Jost](#)
- [Dana Carvey](#)
- [Jon Dorenbos](#)
- [Adam Cheyer](#)
- [Ed Catmull](#)
- [Rob Lowe](#)
- [William Shatner](#)

*Elected Official Serving- Cannot be booked

** Local Official- Cannot be booked by WSB

^ not available to speak via WSB or does not take speaking engagements

Speakers Detail 2015-2025

Year	Speaker(s)	Speaking price (does not include travel/ hotel/meals)	Representative Agency
2025	Adm. William H. McRaven	\$76,000	WSB
2024	Sean McVay	\$135,000	HWA
2023	Doris Kearns Goodwin	\$77,200	WSB
2022	Steve Wozniak	\$65,000	WSB
2021	Daymond John	\$36,000	WSB
2019	Josh Earnest	\$49,900	WSB
2018	Steve Forbes	\$55,000	HWA
2017	Robert Gates	\$75,500	WSB
2016	Julia Gillard	\$40,000	HWA
2015	David Gergen	\$44,000	WSB

All WRCOG Keynote Speakers

Year	Speaker(s)	Year	Speaker
2001	Joel Kotkin	2014	James Carville & Mary Matalin
2002	Henry Cisneros	2015	David Gergen
2003	Peter Calthorpe	2016	Julia Gillard
2004	Bill Handel	2017	Robert Gates
2005	Steve Bridges	2018	Steve Forbes
2006	Oliver North	2019	Josh Earnest
2007	Sam Donaldson	2020	n/a
2008	George Stephanopoulos	2021	Daymond John
2009	Patrick Buchanan	2022	Steve Wozniak
2010	Dee Dee Myers & Karl Rove	2023	Doris Kearns Goodwin
2011	Condoleezza Rice	2024	Sean McVay
2012	Colin L. Powell	2025	Adm. William H. McRaven
2013	George W. Bush		

List from Client



ERIN GRUWELL

EDUCATOR AND FOUNDER, FREEDOM WRITERS FOUNDATION

Erin Gruwell has earned an award-winning reputation for her steadfast commitment to the future of education. Her ability to relate her experiences to a wide range of audiences has made her a popular speaker. She inspires audiences to achieve a higher purpose in their lives.

Fees & Expenses

\$18,000.00

Client to provide fully refundable, unrestricted first-class airfare, professional commercially insured round trip ground transportation (event, originating, and destination cities), hotel accommodations (up to two nights), and reasonable meals and incidentals for one. A fixed flat fee is available to cover travel expenses.

Videos

- [Freedom Writers Trailer](#)
- [Speech Clip - Achieving the Impossible: Become a Catalyst for Change](#)



MAGIC JOHNSON

LEADER, BASKETBALL LEGEND, AND SUCCESSFUL ENTREPRENEUR

Magic Johnson inspires audiences with the story of his stunning ascent, his philosophy for success, and his vision for a bright and promising future.

Fees & Expenses

\$333,300.00

Client to provide first class expenses for up to three (3) people to include the following: \$6,800/hour fuel fee for Mr. Johnson's private plane; three (3) 4-5 Star hotel accommodations of the speaker's choice to be direct-billed to Client's master account (1 King Suite for Mr. Johnson, and two standard rooms for an assistant and security); meals

and reasonable incidentals; ground transportation in the event city and speaker home city (Black SUV-Cadillac Escalade with a commercially-insured private limousine service.) Town cars and limousines are NOT permitted. A fixed flat fee is available to cover travel expenses.

Videos

- [Magic Johnson's Speech At Elgin Baylor's Statue Unveiling](#)
- [Earvin "Magic" Johnson at Stanford - The Hardest Lesson In Transitioning](#)
- [Earvin "Magic" Johnson at Stanford - Building In Urban America](#)
- [Earvin "Magic" Johnson at Stanford-Basketball Prepared Me For the Business Room](#)
- [Magic Johnson Keynote at DMA 2014- Monday Morning](#)



VAN JONES

CNN HOST, FOUNDER OF DREAMMACHINE.ORG AND AUTHOR OF THE VAN JONES SUBSTACK

Van Jones is a CNN host, political commentator, Emmy Award-winning producer, and author of three New York Times best-selling books: The Green Collar Economy (2008), Rebuild the Dream (2012) and Beyond the Messy Truth: How We Came Apart, How we Come Together (2017).

Fees & Expenses

\$67,000.00

Client to provide fully refundable, unrestricted first class airfare, plus professional commercially-insured round trip ground transportation (home and event city), hotel accommodations (1 hotel suite and 1 standard King room), and reasonable meals and incidentals for two A fixed flat fee is available to cover travel expenses.

Videos

- [Van Jones' Keynote at EMA IMPACT](#)
- [Van Jones - The Redemption Project Official Trailer](#)
- [Van Jones on the 2016 Presidential Election](#)
- [Van Jones on A "First Step" in Criminal Justice Reform](#)
- [Remarks at Williams College - Green Jobs Not Jails](#)



PEYTON MANNING

SUPER BOWL-WINNING QUARTERBACK & NFL MVP

Legendary quarterback Peyton Manning, the NFL's only five-time Most Valuable Player and a 14-time Pro Bowl selection, has earned his place among the greatest quarterbacks in league history as the active leader in nearly every statistical passing category.

Fees & Expenses

\$166,500.00

Client to provide private plane buyout, professional, commercially-insured round trip ground transportation (home and event city), hotel accommodations to include (1) junior suite or suite with a king-size bed, and reasonable meals and incidentals for two, on-site make up (touch ups for about 5 minutes). Additionally, first class airfare and hotel accommodations for talent rep, if traveling with Mr. Manning. A fixed flat fee is available to cover travel expenses.

Videos

- [Peyton Manning at UVA Commencement](#)



STEVE MARTIN

ICONIC ACTOR, COMEDIAN, AUTHOR, PLAYWRIGHT, MUSICIAN

Steve Martin is one of the most well-known and pervasive talents in entertainment. His work has earned him an Academy Award®, five Grammy® awards, an Emmy®, the Mark Twain Award, and the Kennedy Center Honor.

Fees & Expenses

\$388,500.00

Client to provide private jet transportation, plus professional commercially-insured round trip ground transportation (home and event city), first class hotel accommodations, and reasonable meals and incidentals for two. A fixed flat fee is available to cover travel expenses.

Videos

- [Steve Martin Accepts the 43rd AFI Life Achievement Award](#)



MARTIN SHORT

CELEBRATED COMEDIAN, ACTOR AND WRITER, AUTHOR OF 'I MUST SAY'

Martin Short, a celebrated comedian and actor, has won fans and accolades in television, film and theater since his breakout season on "Saturday Night Live" over 30 years ago.

Fees & Expenses

\$222,000.00

Client to provide private jet transportation, plus professional commercially-insured round trip ground transportation (home and event city), first class hotel accommodations, and reasonable meals and incidentals for two. A fixed flat fee is available to cover travel expenses.



SHAQUEM GRIFFIN

NFL LINEBACKER; WINNER OF THE NFL GAME CHANGER AWARD; 2018 JASON WITTEN COLLEGIATE MAN OF THE YEAR; 2016 AAC DEFENSIVE PLAYER OF THE YEAR

Shaquem Griffin inspires audiences to face difficulty with determination as they take on any challenge that they face in their personal or professional lives.

Fees & Expenses

\$26,500.00

Client to provide fully refundable, unrestricted coach class airfare, professional commercially insured round trip ground transportation (event, originating, and destination cities), hotel accommodations (up to two nights), and reasonable meals and incidentals for one. A fixed flat fee is available to cover travel expenses.

Videos

- [Shaquem Griffin on Inspiring a New Generation](#)
- [Shaquem Griffin's Pact with His Brother, Shaquill Griffin](#)
- [Shaquem Griffin on Positivity](#)



MEL ROBBINS

SERIAL ENTREPRENEUR; BESTSELLING AUTHOR; INTERNATIONALLY RECOGNIZED SOCIAL MEDIA INFLUENCER; FOUNDER AND CEO OF 143 STUDIOS, INC.

*Mel's digital platform inspires more than 20 million people a month with transformative videos, articles, positive psychology research, and inspiring content. Mel's latest book, *The 5 Second Rule*, is a fixture on Amazon's "Top Ten Most Read List" and one of the most successful audio books ever published. Her TEDx talk about change has more than ten million views. Her latest international best-seller, *The High 5 Habit*, was released around the world in September 2021.*

Fees & Expenses

\$277,500.00

Client to provide roundtrip private plane travel for one, hotel accommodations for up to 2 nights, professional commercially-insured ground transportation in event city throughout length of engagement (large SUV), and reasonable meals and incidentals for up to 3. A fixed flat fee is available to cover travel expenses.

Videos

- [Mel Robbins on Understanding Outside Criticism](#)
- [Mel Robbins Talks Taking Control of Your Thought Patterns](#)
- [Mel Robbins on Where Negative Self Talk Begins](#)
- [Mel Robbins on Taking Action](#)



SIMON SINEK

RENOWNED LEADERSHIP EXPERT AND AUTHOR, LEADERS EAT LAST

Described as "a visionary thinker with a rare intellect," Simon Sinek teaches leaders and organizations how to inspire people. With a bold goal to help build a world in which the vast majority of people go home everyday feeling fulfilled by their work, Sinek is leading a movement to inspire people to do the things that inspire them.

Fees & Expenses

\$300,000.00

Client to provide hotel accommodations up to two nights (room & tax only) for two. The cost of all other travel and event related expenses are included in the fee. A fixed flat fee is available to cover travel expenses.

Videos

- [TEDTalks: Why good leaders make you feel safe](#)
- [Talks at Good: "The Finite and Infinite Games of Leadership"](#)



ARNOLD SCHWARZENEGGER

WORLD FAMOUS ATHLETE, AUTHOR AND 38TH GOVERNOR OF CALIFORNIA

Most people successfully pursue one or two careers throughout their lives. By the age of fifty-six, Arnold Schwarzenegger had tackled at least three—bodybuilding, acting, and politics. It is difficult to break into any one of these professions, yet Schwarzenegger managed to excel in each and every one. He earned thirteen world bodybuilding championships, is considered one of the most influential actors in Hollywood, and, in 2003, without ever running for political office before, he became the governor of California. If Schwarzenegger had listened to his many critics along the way, he never would have succeeded. However, with discipline, determination, and drive, he proved that an Austrian-born immigrant can achieve the American dream.

Fees & Expenses

\$555,500.00

Client to provide round trip private plane expenses, and round trip first class for one, plus professional commercially insured round trip ground transportation (home and event city), hotel accommodations, and reasonable meals and incidentals for up to three. A fixed flat fee is available to cover travel expenses.

Videos

- [A Conversation with Arnold Schwarzenegger – Zurich Film Festival](#)
- [BBC News | Arnold Schwarzenegger Calls Leaders 'Liars' Over Climate Change](#)
- [Austrian World Summit 2021 - Arnold Schwarzenegger Keynote Speech](#)



NEIL DEGRASSE TYSON

ASTROPHYSICIST AND HOST OF THE EMMY AWARD WINNING COSMOS: A SPACETIME ODYSSEY

Tyson is one of the most in-demand science experts. He gives talks across the country and is a media favorite whenever there is an important science issue making news. Tyson is known for his ability to make difficult concepts accessible to every audience, his oratory skills and his sense of humor, which has led to appearances on such shows as Real Time with Bill Maher, The Colbert Report and The Daily Show. He also hosts his own podcast StarTalk Radio, a science-based talk show that features comedic co-hosts.

In 2014, Tyson hosted and was the executive editor of a 13-episode television series entitled COSMOS: A Space-Time Odyssey. The series

reboots the classic science documentary, Cosmos. The original version featured Carl Sagan as host and provided a general audience with a greater understanding of the origin of life and our universe.

Further career highlights:

- *As the, Tyson conducts research in astrophysics and brings the universe down to Earth!*
- *Host of StarTalk with Neil deGrasse Tyson on National Geographic Channel.*
- *The face ofandpresents authoritative, innovative, and entertaining scientific stories.*
- *Author ofSpace Chronicles,The Pluto Files,The Sky is Not the Limitand others!*

Fees & Expenses

\$215,000.00

Client to provide no additional expenses. All travel and event related expenses are included in the fee. A fixed flat fee is available to cover travel expenses.

Videos

- [Neil deGrasse Tyson Explains the Space-time Continuum](#)
- [Stephen Colbert: Neil deGrasse Tyson Knows How The World Will End](#)



JOCKO WILLINK

FORMER NAVY SEAL, BEST-SELLING AUTHOR, CO-FOUNDER OF ECHELON FRONT LLC

Jocko Willink is a decorated retired Navy SEAL officer, author of the #1 New York Times bestselling book Extreme Ownership: How U.S. Navy SEALs Lead and Win, host of the top-rated Jocko Podcast, and co-founder of Echelon Front, where he is a leadership instructor, speaker, and executive coach.

Fees & Expenses

\$336,000.00

Client to provide hotel accommodations (up to two nights), and reasonable meals and incidentals for one. A fixed flat fee is available to cover travel expenses.

Videos

- [Why Discipline Equals Freedom](#)
- [Extreme Ownership](#)



[Tony Hawk](#)

Skateboarding Legend, Entrepreneur, Philanthropist

Legendary skateboarder Tony Hawk, a pioneer of social media, philanthropist, successful entrepreneur, and the first skater to ever land a 900, talks about his experience creating authentic brands and giving back.

Fees & Expenses

\$88,000.00

Client to provide professional commercially insured round trip ground transportation and reasonable meals and incidentals. A fixed flat fee is available to cover travel expenses.

Videos

- [The Genesis of The Tony Hawk Foundation](#)
- [Building A Brand Around Skateboarding](#)
- [Building Your Fan Base Organically](#)
- [Speech Clip - The Importance of Authenticity](#)
- [Tony Hawk's Social Media Awakening](#)



Lindsey Vonn

Olympic Gold Medalist and World Cup Champion

Lindsey Vonn is a recently retired Olympic gold and bronze medal-winning alpine ski racer for the U.S. Ski Team as well as a New York Times bestselling author. She is one of the most successful skiers of all time and holds four World Cup titles, making her one of only 6 women to win World Cup races in all five disciplines of Alpine skiing.

Debuting first at the 2021 Alpine Skiing World Cup Races, Vonn is an NBC Sports broadcast analyst. Lindsey served as an International Games Ambassador in the 2018 Winter Olympics. Lindsey is also the founder of the Lindsey Vonn Foundation, established to empower young girls. She splits her time between Park City, Utah and Los Angeles, California.

Fees & Expenses

\$166,500.00

Client to provide fully refundable, unrestricted first-class airfare, professional commercially insured round trip ground transportation (event, originating, and destination cities), first-class hotel accommodations (up to two nights), and reasonable meals and incidentals for two. A fixed flat fee is available to cover travel expenses.

Videos

- [Extended interview: Lindsey Vonn on her return to competitive skiing](#)
- [Lindsey Vonn | Full Q&A | Oxford Union](#)



[Walter Isaacson](#)

Bestselling Author; Acclaimed Historian and Journalist; Professor of History, Tulane University

Best-selling author and highly acclaimed journalist, Isaacson gives voice to the historical figures and business icons who have shaped and transformed our nation and the world.

Fees & Expenses

\$151,000.00

Client to provide professional commercially insured round trip ground transportation (event, originating, and destination cities), hotel accommodations (up to two nights), and reasonable meals and incidentals for one. A fixed flat fee is available to cover travel expenses.

Videos

- [Lessons from Steve Jobs and Elon Musk on Determining Your Leadership Style](#)
- [Why Innovation Requires Supporting Risk-Takers and Accepting Failure](#)
- [Why Steve Jobs Said Great Teams Were the Best Product He Ever Built](#)
- [Walter Isaacson on Elon Musk & Steve Jobs' Shared Secrets of Success](#)
- [Walter Isaacson: An Inside Look at Elon Musk's Decision to Buy Twitter](#)
- [Walter Isaacson: Elon Musk on the Future of Work](#)
- [Walter Isaacson: Elon Musk's Leadership Style](#)
- [Walter Isaacson on Living with a Genius: The Inside Story of Elon Musk](#)
- [Walter Isaacson: Lessons Learned from the Great Innovators](#)
- [Walter Isaacson: Elon Musk on the Next Generation of AI](#)
- [Walter Isaacson: Unlimited Access to Elon Musk](#)
- [Why Walter Isaacson Writes About Innovators Who Make History](#)
- [Walter Isaacson in conversation with Doris Kearns Goodwin - The Code Breaker](#)
- [Walter Isaacson on The Code Breaker: Jennifer Doudna and Gene Editing](#)
- [Walter Isaacson: The Making of a Genius](#)
- [Why Walter Isaacson Writes About Innovators Who Make History](#)
- [Is Curiosity a Mark of True Genius?](#)
- [Meet Walter Isaacson](#)



[Vivek Murthy](#)

19th and 21st Surgeon General of the United States

Dr. Vivek Murthy is a globally recognized health authority and former 19th and 21st Surgeon General of the United States who has transformed public health policy and organizational wellness with groundbreaking, evidence-based initiatives. His acclaimed frameworks on workplace mental health, social connection, and technology's impact on well-being have been adopted by leading companies, empowering them to build resilient, thriving teams. As a trusted advisor and bestselling author, he delivers actionable insights that inspire innovative leadership and foster enduring employee engagement. With a unique blend of public service, academic excellence, and creative innovation, Dr. Murthy is the catalyst for positive change in today's rapidly evolving world.

Fees & Expenses

\$75,000.00

Client to provide fully refundable, unrestricted first-class airfare, professional commercially insured round trip ground transportation (event, originating, and destination cities), hotel accommodations (up to two nights), and reasonable meals and incidentals for one. A fixed flat fee is available to cover travel expenses.

Videos

- [Dr. Vivek Murthy on How Businesses Can Cultivate a Positive Work Life Culture](#)
- [Why Being Open About Mental Health Makes You a More Effective Leader](#)
- [Dr. Vivek Murthy on How Leaders Can Overcome Loneliness in the Workplace](#)
- [Dr. Vivek Murthy on Redefining Success to Create a Culture of Fulfillment](#)
- [Dr. Vivek Murthy on the Pros and Cons of A.I. in Healthcare](#)
- [Dr. Vivek Murthy on Building Connections to Become More Resilient to Stress](#)
- [Dr. Vivek Murthy: Strengthening Connections by Investing in Social Infrastructure](#)
- [Dr. Vivek Murthy on Helping People Get What They Need For Their Mental Health](#)
- [Dr. Vivek Murthy Speaks to Drew Barrymore About Child Safety on Social Media](#)
- [Dr. Vivek Murthy Addresses Stress and Mental Health Struggles Facing Parents](#)
- [Dr. Vivek Murthy Speaks to Tamron Hall About the Loneliness Epidemic](#)
- [Dr. Vivek Murthy on Five Essentials for Boosting Workplace Mental Health](#)
- [Dr. Vivek Murthy on the Four Dimensions of Health](#)
- [Dr. Vivek Murthy Speaks on Addressing Unhappiness to Live a Fulfilling Life](#)
- [Dr. Vivek Murthy on Leading Your Life with Love Instead of Fear](#)
- [Dr. Vivek Murthy: Three Short Stories to Help Build Meaningful Relationships](#)
- [Dr. Vivek Murthy on Overcoming Digital Distractions to Build Strong Relationships](#)
- [Dr. Vivek Murthy on Discovering the Loneliness Epidemic](#)
- [Dr. Vivek Murthy on How Organizations Can Foster a Culture of Connection](#)



[Jay Shetty](#)

Global bestselling author; Award-winning podcast host of "On Purpose"; Chief Purpose Officer of Calm; Purpose-driven entrepreneur

Jay Shetty is a global bestselling author, award-winning podcast host and Chief Purpose Officer of Calm. Jay's videos have been viewed over 10 billion times across social media and he is followed by over 50 million people. He's a regular guest on the Today Show and Good Morning America. He is the creator and host of ON Purpose, the #1 health and wellness podcast in the world. His guests include President Biden, Oprah, Will Smith, Jennifer Lopez, Lewis Hamilton and Kobe Bryant.

Fees & Expenses

\$190,000.00

Client to provide no additional expenses. All travel and event related expenses are included in the fee. A fixed flat fee is available to cover travel expenses.

Videos

- [Jay Shetty on Changing Your Mindset](#)
- [Jay Shetty on Reducing Stress, Finding Purpose, and Feeling Empowered](#)
- [Jay Shetty Speaking Reel](#)
- [Jay Shetty on Immersing Yourself in New Habits](#)
- [Jay Shetty on Investing in Your Passions](#)
- [Jay Shetty on Avoiding Burnout](#)
- [Jay Shetty on Why a Monk Mindset is Beneficial](#)



[Jesse Cole](#)

Founder of Fans First Entertainment and Owner of the Savannah Bananas

Jesse Cole, the Founder of the Savannah Bananas, built his success by creating raving fans. He believes in doing things differently. During Jesse's engaging keynote performances, he shares how to break the rules, change the game, and create an unforgettable customer experience.

Fees & Expenses

\$110,000.00

Client to provide hotel accommodations and reasonable meals and incidentals for one. (All additional travel and event related expenses are included in the fee.) A fixed flat fee is available to cover travel expenses.

Videos

- [Jesse Cole on The Savannah Bananas Experiment Constantly Mindset](#)
- [Jesse Cole: Hype Video](#)



[Jim Harbaugh](#)

Head Coach, Los Angeles Chargers

Jim Harbaugh's bold passion combined with his unique ability to rally a struggling team, and cultivate trusting relationships, has made him one of today's most respected leaders on and off the field.

Fees & Expenses

\$135,000.00

Client to provide fully refundable, unrestricted first-class airfare, professional commercially insured round trip ground transportation (event, originating, and destination cities), hotel accommodations (up to two nights), and reasonable meals and incidentals for two. A fixed flat fee is available to cover travel expenses.

Videos

- [Jim Harbaugh on Advice to Young Athletes](#)
- [Jim Harbaugh on Working as a Team](#)
- [Jim Harbaugh on Michigan's National Championship](#)



[Mike Krzyzewski](#)

Head Men's Basketball Coach, Duke University (1980 – 2022)

"Coach K" reveals life's lessons taught by his parents and his own proven principles of learning, which make his college and Olympic teams inspiring examples for other organizations.

Fees & Expenses

\$215,000.00

Client to provide hotel accommodations, ground transportation (SUV), meals and reasonable incidentals for two. (Air travel is included in the fee.) A fixed flat fee is available to cover travel expenses.

Videos

- [Mike Krzyzewski on Developing High Performance Teams On and Off the Court](#)
- [Mike Krzyzewski on Why Giving Teams Ownership Inspires Excellence](#)
- [Mike Krzyzewski on Leading Teams Through High Pressure Situations](#)
- [Mike Krzyzewski on Why Preparation is the Key to Success](#)
- [Mike Krzyzewski on Developing a Strong Team Culture](#)
- [Mike Krzyzewski: How to Motivate Top Talent & Develop Winning Teams](#)
- [Mike Krzyzewski: Advice for Building Strong Relationships](#)
- [Mike Krzyzewski: Speaker Reel](#)



[Bob Costas](#)

Award-Winning Sportscaster, Broadcaster and Best-Selling Author

In a very engaging and humorous presentation, Costas shares with audiences his insight into today's current events and his experiences in the sports and broadcasting worlds.

Fees & Expenses

\$100,000.00

Client to provide expenses for two to include a private plane (Hawker 800 or larger-plane size varies by event location), plus professional commercially-insured round trip ground transportation (home and event city) and a hotel suite. Please note: WYVERN/The Wingman Standard or Blackbird rated planes and pilot(s) are mandatory A fixed flat fee is available to cover travel expenses.

Videos

- [Speech Clip - Great Live Event Sports Memories](#)
- [Speech Clip - Memorable Moments in Sports](#)



Drew Brees

Super Bowl Champion, Former All-Pro Quarterback and Current Analyst at NBC Football

Drew Brees is a former NFL Quarterback, and was awarded the 2009 Super Bowl MVP with the New Orleans Saints.

Fees & Expenses

\$222,000.00

Client to provide private plane transportation, plus professional commercially-insured round trip ground transportation (home and event city), hotel accommodations, and reasonable meals and incidentals. A fixed flat fee is available to cover travel expenses.



JJ Watt
Five-Time NFL Pro Bowl Player & Philanthropist

Off the field, Watt is the president and founder of the Justin J. Watt Foundation, which provides after-school opportunities for children in various communities encouraging them to get involved in athletics in a safe environment.

In the aftermath of 2017's Hurricane Harvey, Watt organized a crowdfunding campaign to help Houston recover. His campaign has raised more than \$41.6 million, making it the largest crowdsourced fundraiser in world history.

With the Texans, Watt was selected to the Pro Bowl Team five times and won the AP NFL Defensive Player of the Year award 3 times in his first five seasons. He is the first player in NFL history to record two 20+ sack seasons in a career. He also occasionally shifts to defensive tackle and has also taken snaps as a tight end. He has made the NFL Top 100 list each of the last 6 years, including being selected #1 overall on the list before the 2015 season. Watt is currently a Defensive End with the Arizona Cardinals.

In his first season with the Texans, Watt started in every game and recorded 48 solo tackles. 2011 also marked the franchise's first playoff appearance. In 2012, he became the first Texans player to win the NFL Player of the Year Award. He recorded a record 69 solo tackles, 12 assisted tackles, 20.5 sacks, 4 forced fumbles, and 2 fumble recoveries. Watt made the pro bowl 4 consecutive years from 2012 to 2015, averaging 17.3 sacks and 79 tackles per year over that span. Following two injury-plagued years in 2016 and 2017, Watt is having a fantastic year in 2018. He was named the AFC Defensive Player of the Month for the month of September after recording five sacks, 20 tackles, and four forced fumbles. Watt is the Texans' franchise leader in sacks and forced fumbles.

Watt played his first collegiate season at Central Michigan before transferring to Wisconsin. During this career with the Badgers, he earned the Ronnie Lott Trophy in 2010, AP and Sports Illustrated second-team All-American, Big Ten first-team, academic All-Big Ten and was voted the team's MVP.

Fees & Expenses

\$218,500.00

Client to provide professional commercially insured round trip ground transportation (event city), hotel accommodations (up to two nights), and reasonable meals and incidentals for two A fixed flat fee is available to cover travel expenses.

Videos

- [J.J. Watt Press Conference After Announcing Retirement](#)
- [JJ Watt on the Dan Patrick Show \(Full Interview\) | 02/06/23](#)
- [J.J. Watt delivers commencement speech at University of Wisconsin-Madison](#)



Erin Andrews
FOX Sports Broadcaster; Entrepreneur & Founder, WEAR

Erin Andrews is an Emmy nominated sports broadcaster as part FOX Sports' A Team. Andrews can be seen weekly on FOX NFL Sunday, a show that records a staggering 56.4 million unique viewers, doing sideline coverage and features.

Fees & Expenses

\$93,500.00

Client to provide fully refundable, unrestricted first class airfare, plus professional commercially-insured round trip ground transportation (home and event city), hotel accommodations, and reasonable meals and incidentals for two. A fixed flat fee is available to cover travel expenses.

Videos

- [Erin Andrews Talks Motherhood](#)
- [In the Spotlight ft. Erin Andrews](#)
- [Erin Andrews Says You Have To Have A 'Thick Skin' In Male-Dominated Career](#)



Jewel Kilcher
Musician & Best-Selling Poet

Jewel will share an intimate portrait of her upbringing, challenges and successes through story and song. Jewel will acoustically perform several of her favorite hit songs as she shares her experiences in perseverance, overcoming adversity and motherhood.

Fees & Expenses

\$121,000.00

Client to provide professional commercially-insured round trip ground transportation (home and event city), hotel accommodations, and reasonable meals and incidentals for up to six. Airfare is included in the fee. A fixed flat fee is available to cover travel expenses.

Videos

- [The Role of Mindfulness in Healing and Resilience](#)



John Maxwell
NYT Best-Selling Author, International Authority on Leadership, Over 25 Million Books Sold

John C Maxwell is a well-known author, speaker, leadership guru and pastor. John C Maxwell is a leadership expert and is known by his books. John C Maxwell has also developed the 5 levels of leadership, which visualize at which level a leader perform and how she or he can be more influential, respected and successful.

Fees & Expenses

\$114,500.00

Client to provide round-trip ground transportation expenses. Fee is inclusive of all airfare, hotel accommodations, meals and incidentals for up to two people. A fixed flat fee is available to cover travel expenses.

Videos

- [Top 10 Rues for Success](#)



Simon Sinek

Renowned Leadership Expert and Author, *Leaders Eat Last*

Described as "a visionary thinker with a rare intellect," Simon Sinek teaches leaders and organizations how to inspire people. With a bold goal to help build a world in which the vast majority of people go home everyday feeling fulfilled by their work, Sinek is leading a movement to inspire people to do the things that inspire them.

Fees & Expenses

\$300,000.00

Client to provide hotel accommodations up to two nights (room & tax only) for two. The cost of all other travel and event related expenses are included in the fee. A fixed flat fee is available to cover travel expenses.

Videos

- [TEDTalks: Why good leaders make you feel safe](#)
- [Talks at Good: "The Finite and Infinite Games of Leadership"](#)



Daniel Pink

#1 New York Times Bestselling Author of *The Power of Regret*, *When, To Sell is Human*, *Drive*, and *A Whole New Mind*

One of the world's leading business minds, Daniel Pink's forward-thinking ideas and blockbuster books are reshaping how organizations approach innovation, motivation, timing and talent.

Fees & Expenses

\$101,000.00

Client to provide fully refundable, unrestricted first-class airfare, professional commercially insured round trip ground transportation (event, originating, and destination cities), hotel accommodations (up to two nights), and reasonable meals and incidentals for one. A fixed flat fee is available to cover travel expenses.

Videos

- [Daniel Pink on the New "ABC's" to Reach Success in Sales](#)
- [Daniel Pink on Why Saying No Makes You More Productive](#)
- [Daniel Pink on 5 Easy Ways to Make Better Choices Every Day](#)
- [Daniel Pink on the 4 Regrets Every Human Has \(And How to Avoid Them\)](#)
- [Daniel Pink & Oprah on How Regrets Can Guide Towards a Better Life](#)
- [Daniel Pink: How Regret Makes Us Better](#)
- [Daniel Pink: Learn from Regret and Be Bold in Your Career](#)
- [Daniel Pink on The Third Way: How to Handle Regrets](#)



[Hunter and Tara Davis-Woodhall](#)

Olympic and Paralympic Gold Medalists

Hunter and Tara Davis-Woodhall are an Olympic power couple redefining resilience, excellence, and influence in sports. As elite athletes, Hunter and Tara share their journey through adversity, Olympic and Paralympic aspirations, and the power of shared purpose in achieving greatness. Their story of perseverance and success resonates with diverse audiences, empowering them to overcome challenges and achieve their goals.

Fees & Expenses

\$93,750.00

Client to provide fully refundable, unrestricted first-class airfare, professional commercially insured round trip ground transportation (event, originating, and destination cities), hotel accommodations (up to two nights), and reasonable meals and incidentals for two. A fixed flat fee is available to cover travel expenses.

Videos

- [Hunter Woodhall & Tara Davis-Woodhall Speaking Reel](#)
- [Hunter Woodhall & Tara Davis-Woodhall - Influence Greatness 2024 Fireside Chat](#)
- [Hunter Woodhall & Tara Davis-Woodhall - Speaking Event - SHRM](#)
- [Hunter Woodhall and Tara Davis-Woodhall on winning gold in Paris](#)



[Pat Riley](#)

President of the NBA's Miami Heat

One of the most successful coaches in NBA history, Pat Riley understands the keys to gaining a competitive advantage—and winning.

Fees & Expenses

\$133,500.00

Client to provide fully refundable, unrestricted first-class airfare, professional commercially insured round trip ground transportation (event, originating, and destination cities), hotel accommodations (one bedroom suite up to two nights), and reasonable meals and incidentals for one. A fixed flat fee is available to cover travel expenses.

Videos

- [Pat Riley & Peter Gruber Talk About Success on Winning Voices](#)



Andre Agassi

Author, Philanthropist, Education Advocate, Former #1 Ranked Tennis Player and Multi Grand Slam Champion

Widely considered one of the greatest tennis players of all time, Agassi earned 60 men's singles titles, including eight Grand Slams, over a 20-year career that was characterized by a talent, drive and passion that transcended the game. Since retiring from tennis in 2006, Agassi has increased his focus on the Andre Agassi Foundation for Education, which has raised over \$180 million for education reform since he founded it back in 1994.

Fees & Expenses

\$167,000.00

Client to provide fully refundable, unrestricted first-class airfare, professional commercially insured round trip ground transportation (event, originating, and destination cities), hotel accommodations (up to two nights), and reasonable meals and incidentals for two. A fixed flat fee is available to cover travel expenses.

Videos

- [Andre Agassi Addresses NCSC16](#)



[Alex Honnold](#)

Only Climber to Free Solo Climb Yosemite's 3,000 ft. El Capitan Wall

Alex Honnold is widely recognized as the most accomplished and daring rock climber of his generation, gaining national attention for his free solo ascent of El Capitan in Yosemite National Park, immortalized in the Academy Award®-winning documentary Free Solo. This monumental feat solidified his status as a superstar of the climbing community. Beyond climbing, Honnold is known for his humility, environmental advocacy, and philanthropy aimed at preserving climbing areas and promoting access to the outdoors. Whether conquering towering cliffs or advocating for conservation causes, he continues to push the boundaries of human potential, inspiring others to reach new heights in their own lives.

Fees & Expenses

\$114,000.00

Client to provide fully refundable, unrestricted first-class airfare, professional commercially insured round trip ground transportation (event, originating, and destination cities), hotel accommodations (up to two nights), and reasonable meals and incidentals for one. A fixed flat fee is available to cover travel expenses.

Videos

- [Alex Honnold on Pushing Himself to Be Great](#)
- [Alex Honnold Speaking Reel](#)



[Mick Ebeling](#)

Founder and CEO, Not Impossible Labs; Author, Not Impossible: The Art and Joy of Doing What Couldn't Be Done

Recently named by Fortune Magazine as one of the Top 50 World's Greatest Leaders, a recipient of the Muhammad Ali Humanitarian of the Year Award and listed as one of the world's most influential creative people by The Creativity 50's, Mick Ebeling has sparked a movement of pragmatic, inspirational innovation. As a career producer and filmmaker and now founder and CEO of Not Impossible, Ebeling harvests the power of technology and story to change the world.

Fees & Expenses

\$76,500.00

Client to provide hotel accommodations and reasonable meals and incidentals for two (1 king room and 1 room for a team member), billed to the client's master account. Any extra hotel rooms will be released the week before the event. (Speaker's fee includes air travel, round trip car service (speaker's home and home airport, and 10 hard-copies of his book). A fixed flat fee is available to cover travel expenses.

Videos

- [UPDATED Mick Ebeling Speaking Reel](#)
- [Mick Ebeling: Creating a Culture of Impact and Purpose](#)
- [Live and Pre-recorded Keynote + Q&A Capabilities](#)
- [Not Impossible Labs Mission Video](#)
- [Music: Not Impossible: Super Bowl Halftime ASL](#)
- [Making The Impossible Possible](#)
- [Hunger Not Impossible](#)
- [Future in Five: Mick Ebeling](#)
- [What Is Your Story?](#)



[José Andrés](#)

Chef, Restaurateur, Humanitarian

Named one of Time Magazine's "100 Most Influential People" in both 2012 and 2018, and awarded "Outstanding Chef" and "Humanitarian of the Year" by the James Beard Foundation, José Andrés is an internationally recognized culinary innovator, New York Times bestselling author, educator, television personality, humanitarian and founder of World Central Kitchen, and chef/owner of José Andrés Group. A pioneer of Spanish tapas in the United States, he is also known for his groundbreaking avant-garde cuisine and his award-winning group of restaurants. In 2010, Andrés formed World Central Kitchen, a nonprofit which uses the power of food to nourish communities and strengthen economies in times of crisis and beyond.

Fees & Expenses

\$116,000.00

Client to provide no additional expenses. Airfare, ground transportation, hotel, meals, and incidentals are included in the fee. A fixed flat fee is available to cover travel expenses.

Videos

- [José Andrés Sizzle Reel](#)
- [José Andrés: Adaptation vs Planning](#)
- [José Andrés: Learn to Master Your Fire](#)
- [José Andrés at SXSW 2018 - When charity seems to be redemption of the giver](#)
- [José Andrés with Martha Stewart at TIME 100](#)
- [Jimmy and Chef José Andrés Talk Puerto Rico's Food and Recovery](#)
- [José Andrés at TED - A movement that everyone can get behind](#)



Colin Jost

Head Writer, Saturday Night Live & Co-Anchor, "Weekend Update"

Colin Jost serves as a head writer at Saturday Night Live, television's longest-running and most successful sketch and comedy show. Jost originally joined the show as a writer in 2005 and became a co-head writer in 2012. Jost has also co-anchored "Weekend Update" alongside fellow cast member Michael Che since 2014.

Fees & Expenses

\$138,500.00

Client to provide fully refundable, unrestricted first-class airfare, professional commercially insured round trip ground transportation (event, originating, and destination cities), hotel accommodations

(up to two nights), and reasonable meals and incidentals for one. A fixed flat fee is available to cover travel expenses.

Videos

- [When Fighting Is Your Relationship's Default Setting - Colin Jost](#)



Dana Carvey
Comedian and Actor

Emmy-award winning actor and comedian Dana Carvey is best known for his iconic and indelible SATURDAY NIGHT LIVE characters – most memorably Church Lady, Grumpy Old Man, Hans, of the Hans and Franz body building duo, and of course Garth – Mike Myers’ “excellent Co-Host” on the classis sketch turned feature film, WAYNE’S WORLD.

Fees & Expenses

\$222,000.00

Client to provide fully refundable, unrestricted first-class airfare, professional commercially insured round trip ground transportation (event, originating, and destination cities), hotel accommodations (up to two nights), and reasonable meals and incidentals for two. A fixed flat fee is available to cover travel expenses.

Videos

- [Dana Carvey Presidential Impressions](#)



[Jon Dorenbos](#)

World Class Magician; Former NFL All-Star; Television Personality

Blending his skills as a magician with his inspiring personal narrative, Jon Dorenbos gives a performance that is truly unique. His infectious energy and a genuine love for life captivates his audience and leaves them feeling motivated and uplifted.

Fees & Expenses

\$74,000.00

Client to provide no additional expenses. All travel and event related expenses are included in the fee. A fixed flat fee is available to cover travel expenses.

Videos

- [Jon Dorenbos Speaking Reel](#)
- [Jon Dorenbos - REMAX Client Testimonial](#)
- [Jon Dorenbos Crowd Reactions Short](#)
- [Jon Dorenbos - Crowd Reactions](#)
- [Jon Dorenbos King Card Trick on Ellen](#)
- [Jon Dorenbos - Real Sports with Bryant Gumbel](#)



[Adam Cheyer](#)

AI Pioneer; VP of AI Experience at Airbnb; Creator of Apple's Siri and Samsung's Bixby AI Assistants; Founder of 5 Successful Start-ups; Award-Winning Magician

Adam Cheyer is a top technology speaker, AI expert, and entrepreneur. He co-founded Siri, which was acquired by Apple, and later co-founded Viv, which became the basis of the voice assistant Bixby on Samsung phones, TVs, watches, and more. He is also a founding member and first developer at Change.org, the world's largest petition platform, with more than 300M members.

Fees & Expenses

\$78,750.00

Client to provide up to 2 nights of 4-5 star hotel accommodations. A fixed flat fee is available to cover travel expenses.

Videos

- [Adam Cheyer Does a Magic Trick with Siri](#)
- [Adam Cheyer Talks Building Practical AI Systems](#)
- [Adam Cheyer on Making a Start Up Successful](#)



Ed Catmull

Co-founder of Pixar Animation Studios and President of Pixar Animation and Disney Animation

Dr. Ed Catmull is co-founder of Pixar Animation Studios and president of Pixar and Walt Disney Animation Studios, and Disneytoon Studios. His book Creativity, Inc.—co-written with journalist Amy Wallace and years in the making—is a distillation of the ideas and management principles Ed has used to develop a creative culture. A book for managers who want to lead their employees to new heights, it also grants readers an all-access trip into the nerve center of Pixar Animation Studios—into the meetings, postmortems, and “Braintrust” sessions where some of the most successful films in history have been made.

Fees & Expenses

\$100,000.00

Client to provide fully refundable, unrestricted first-class airfare, professional commercially insured round trip ground transportation (event, originating, and destination cities), hotel accommodations (up to two nights), and reasonable meals and incidentals for two. A fixed flat fee is available to cover travel expenses.

Videos

- [This is what makes Pixar so successful according to Ed Catmull](#)



Rob Lowe
Actor, Producer, Director & Best-selling Author

Rob Lowe was born in Charlottesville, Virginia and raised in Dayton, Ohio, where he began his acting career in local television and theater at the age of eight. After his family relocated to Los Angeles, Lowe began his national acting career starring in the ABC television series A New Kind of Family. Today, Lowe's charismatic talent and palpable success have radiated far beyond the realm of television.

Fees & Expenses

\$139,000.00

Client to provide plus round-trip private plane, professional commercially insured round trip ground transportation (event, originating, and destination cities), first class hotel accommodations (up to two nights), and reasonable meals and incidentals for two. A fixed flat fee is available to cover travel expenses.



William Shatner
Actor; Writer; Producer; Director; Philanthropist; Equestrian

William Shatner is a Canadian actor. In a career spanning seven decades, he is best known for his portrayal of James T. Kirk in the Star Trek franchise, from his 1966 debut as the captain of the starship Enterprise in the second pilot of the first Star Trek television series to his final appearance as Captain Kirk in the seventh Star Trek feature film, Star Trek Generations (1994).

Fees & Expenses

\$187,500.00

Client to provide fully refundable, unrestricted first-class airfare, professional commercially insured round trip ground transportation (event, originating, and destination cities), hotel accommodations (up to two nights), and reasonable meals and incidentals for two. A fixed flat fee is available to cover travel expenses.

VOLUNTARY VMT EXCHANGE PROGRAM
PARTICIPATION AGREEMENT

This Participation Agreement (“Agreement”) is made as of 7/9/2025 (“Effective Date”), by and between the Western Riverside Council of Governments, a California public agency (“WRCOG”) and the Riverside Transit Agency, a California public agency (“Participant”). WRCOG and Participant are sometimes individually referred to as “Party” and collectively as “Parties”.

RECITALS

A. Before a California public agency issues a discretionary approval that authorizes an action with potential environmental impacts, the agency must first comply with the California Environmental Quality Act (“CEQA”) and disclose potential impacts to the environment.

B. The CEQA process may involve the imposition of “mitigation measures” which help to reduce a project’s potentially significant impacts.

C. The manner in which transportation effects are analyzed under CEQA changed dramatically when Senate Bill 743 (“SB 743”) was adopted in 2013. SB 743 and its implementing regulations require that transportation impacts throughout the state no longer be measured in terms of vehicle delay, but instead in terms of how many Vehicle Miles Traveled (“VMT”) a project generates.

D. Transportation demand management strategies have traditionally been utilized to change travel behavior as a way of reducing VMT. These strategies are generally most effective in urban areas where a project site is accessible through multiple travel modes offering similar travel times and convenience.

E. However, these strategies are less effective in low-density suburban and rural areas, such as Western Riverside County. As a result, Western Riverside County needs a coordinated regional approach.

F. To address these needs, WRCOG has established a Voluntary VMT Exchange Program (the “Program”) that allows Credit Users to agree to fund a predetermined VMT-reducing project submitted by a Credit Generator.

G. Participant desires to participate in the Program as a Credit Generator.

H. The purpose of this Agreement is to outline the terms and conditions of the Participant’s voluntary participation in the Program.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

AGREEMENT

1. Incorporation of Recitals. The recitals above are true and correct and are hereby incorporated herein by this reference.

2. Definitions.

- (a) “Credit” shall mean a VMT reduction credit.
- (b) “Credit Generator” shall mean an entity that implements some action which produces a Credit. For the purposes of this Agreement, Participant is a Credit Generator.
- (c) “Credit Generating Item” shall mean a specific project or action which may produce a Credit.
- (d) “Credit User” shall mean a land development or transportation project administrator that needs a Credit for the purpose of CEQA mitigation.
- (e) “Program Manual” shall mean the Western Riverside Council of Governments Voluntary VMT Exchange Program Implementation Manual as may be amended from time to time.

3. Term and Termination

- (a) Term. The term of this Agreement shall commence on the Effective Date and shall remain in effect until terminated in accordance with Section 3(b) of this Agreement.
- (b) Termination.
 - (i) Termination for Convenience. Either Party may terminate this Agreement upon three (3) months written notice, except that this Agreement shall remain in effect as to any Credit-Generating Item for which Credit Purchase Agreement has been executed but not completed. However, in the event that there are any Credit-Generating Items submitted by Participant that remain which are subject to a Credit Purchase Agreement, Participant may only terminate this Agreement upon the completion of such Credit-Generating Items.
 - (ii) Termination for Breach. WRCOG reserves the right to terminate this Agreement in the event of Participant’s violation of this Agreement and non-compliance with the Program Manual. Upon receipt of written notice from WRCOG regarding the violation, Participant shall have thirty (30) days to correct the violation. Failure to cure the violation within the thirty (30) day period shall result in the termination of this Agreement.

4. Participant Responsibilities.

- (a) Submission of Credit-Generating Items. Upon execution of this Agreement, Participant can then submit Credit-Generating Items for use in the Program by utilizing a Credit-Generating Item Form as further described in the Program Manual. Credit-Generating Items are subject to approval by WRCOG as the Program Administrator pursuant to the process as outlined in the Program Manual.
 - (i) Qualification and Accuracy of Information. Participant agrees that any Credit-Generating Items that are submitted to the Program shall provide the necessary information as provided in the Program Manual Section III.D.4. In addition, Participant is solely

responsible for providing accurate information regarding their Credit-Generating Items submitted. Inaccurate information may result in removal of the Credit-Generating Item from the Program.

(ii) Credit User Agreement. Upon the selection of a Credit-Generating Item submitted by Participant by a Credit User, the WRCOG shall enter into a Credit Purchase Agreement with the Credit User. The Credit Purchase Agreement shall substantially be in the form as presented in the Program Manual.

(iii) Avoidance of Duplicate Mitigation. Participant agrees that any Credit-Generating Items submitted to WRCOG shall not be used to satisfy multiple instances of mitigation. This includes, but is not limited to, placing Credit-Generating-Items on multiple exchanges at once.

(iv) Disputes. In the event of any disputes regarding a Credit-Generating Item occurring under this Agreement, Participant agrees to follow the dispute procedures as outlined in Program Manual.

(v) Removal of Credit-Generating Items. Participant understands and agrees that Credit-Generating Items placed into the Program shall remain in the Program unless otherwise approved in writing by WRCOG.

(vi) Credit Generating Item Completion. To the extent practicable, Participant shall ensure that the Credit-Generating Item is carried out or completed once it has been assigned to a Credit User and Participant has received payment for the Credits. Participant shall take all steps reasonably necessary to ensure that the Credit-Generating Item is carried out or completed. Upon completion of the Credit-Generating Item, Participant shall provide WRCOG with a completion form.

(b) Laws and Regulations. Participant 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 its obligations under this Agreement. In addition, Participant shall comply with the Program Manual, as may be amended from time to time.

5. WRCOG Responsibilities.

(a) Program Administration. WRCOG agrees to administer the Program in accordance with the Program Manual, as may be amended from time to time.

(b) Allocation of Funds. WRCOG shall collect and allocate funds from Credit Users when Participant's Credit Generating Item is selected.

(c) Credit Transfer. Following the execution of the Credit Purchase Agreement by WRCOG and the Credit User, WRCOG will transfer the credits from the program to the Credit User for their use.

(d) Technical Assistance. WRCOG agrees to provide technical assistance to quantify the potential amount of credits a Credit Generating Item produces, ensure compliance

with Program Manual, and take appropriate measures to address any discrepancies or concerns with the submission of Credit Generating Items.

(e) Transparency. WRCOG agrees to maintain transparency in all Program-related matters, including calculation methodologies, maintenance of the exchange list, and distribution of credit-generating items, ensuring fair and equitable treatment of all participants.

6. Indemnity.

(a) To the fullest extent permitted by law, Participant shall defend, at Participant's sole cost and expense, indemnify, protect, and hold harmless WRCOG, its officers, directors, employees, and agents (collectively the "WRCOG Indemnified Parties"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not limited to Claims arising from injuries to or death of persons (Participant's employees included), for damage to property, including property owned by WRCOG, or from any violation of any federal, state, or local law or ordinance, alleged to be caused by the negligent acts, omissions or willful misconduct of Participant, its officers, directors, employees or agents in connection with or arising out of the construction and/or operation of any Credit-Generating Items submitted to the Program by Participant as well as performance of Participant's obligations under this Agreement.

(b) To the fullest extent permitted by law, WRCOG shall defend, at WRCOG's sole cost and expense, indemnify, protect, and hold harmless Participant, its officers, directors, employees, and agents (collectively the "Participant Indemnified Parties"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not limited to Claims arising from injuries to or death of persons (WRCOG's employees included), for damage to property, including property owned by Participant, or from any violation of any federal, state, or local law or ordinance, alleged to be caused by the negligent acts, omissions or willful misconduct of WRCOG, its officers, directors, employees or agents in connection with or arising out of the administration of the Program and the performance of its obligations under this Agreement. The indemnity obligations outlined in this Section 6(b) shall include any actions brought under the California Environmental Quality Act, the National Environmental Policy Act or other related action to the extent that such actions do not arise out of Participant's breach of this Agreement and/or noncompliance with the Program Manual.

(c) The indemnification and defense obligations of this Agreement shall survive its expiration or termination.

7. Insurance. During the term of this Agreement and for one (1) year thereafter, Participant shall maintain Commercial General Liability insurance. The Commercial General Liability insurance policy limits shall be not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury, death and property damage liability, and Two Million Dollars (\$2,000,000) in aggregate. Such insurance shall cover Participant's obligations under this Agreement and the actions of its employees, agents and subcontractors.

All policies shall be written by reputable insurance companies with a Best's policyholder rating of not less than A- VII.

Upon execution of this Agreement, Participant shall provide a Certificate of Insurance evidencing the insurance required herein. In no event shall the limits of any policy be considered as limiting the liability of Participant under this Agreement.

8. Miscellaneous Terms.

(a) Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Participant and WRCOG.

(b) Notice. Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to the following addresses and shall be effective upon receipt thereof:

WRCOG:

Western Riverside Council of Governments
3390 University Avenue, Suite #200
Riverside, CA 92501
Attn: Executive Director

PARTICIPANT:

Riverside Transit Agency
1825 Third Street, P.O. Box 59968
Riverside, CA 92517
Attn: CEO

(c) Entire Agreement. This Agreement represents the entire understanding of WRCOG and Participant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises, or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This is an integrated Agreement.

(d) Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance, and the remaining provisions of this Agreement shall remain in full force and effect.

(e) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However, Participant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of WRCOG. Any attempted assignment without such consent shall be invalid and void.

(f) Non-Waiver. The delay or failure of either Party at any time to require performance or compliance by the other Party of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver

of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought. The waiver of any right or remedy with respect to any occurrence or event shall not be deemed a waiver of any right or remedy with respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

(g) Time of Essence. Time is of the essence for each and every provision of this Agreement.

(h) Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue shall be in the County of Riverside.

(i) Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain, or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

(j) Amendments. Only a writing executed by all of the Parties hereto or their respective successors and assigns may amend this Agreement.

(k) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one single Agreement.

(l) Authority. The persons executing this Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by doing so, the Parties hereto are formally bound to the provisions of this Agreement.

(m) Electronic Signature. Each Party acknowledges and agrees that this Agreement may be executed by electronic or digital signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR VOLUNTARY VMT EXCHANGE PROGRAM
PARTICIPATION AGREEMENT**

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

WRCOG

PARTICIPANT

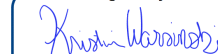
**WESTERN RIVERSIDE COUNCIL OF RIVERSIDE TRANSIT AGENCY
GOVERNMENTS**

APPROVED BY:

APPROVED BY:

Dr. Kurt Wilson
Executive Director

DocuSigned by:



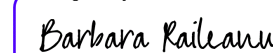
Kristin Walsinski
CEO

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Best Best & Krieger LLP
General Counsel

Signed by:



Woodruff & Smart, APC
General Counsel