



Western Riverside Council of Governments WRCOG Executive Committee

AGENDA

Monday, October 7, 2024
2:00 PM

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

Remote Locations:

French Valley Airport Conference Room
37600 Sky Canyon Road
Murrieta, CA 92563

Sheraton New Orleans Hotel
500 Canal Street
New Orleans, LA 70130

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

[Public Zoom Link](#)

Meeting ID: 893 7088 6219
Passcode: 20242024

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 lfelix@wrcog.us.

Any member of the public requiring a reasonable accommodation to participate in this meeting in light of this announcement shall contact Lucy Felix at least 72 hours prior to the meeting at (951) 405-6706 or lfelix@wrcog.us. Later requests will be accommodated to the extent feasible.

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

1. CALL TO ORDER (Rita Rogers, 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 September 9, 2024, Joint Meeting of the Executive Committee and Supporting Foundation

Requested Action(s): 1. Approve the Action Minutes from the September 9, 2024, joint meeting of the Executive Committee and Supporting Foundation.

B. Fiscal Activities Update

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

C. WRCOG Committees and Agency Activities Update

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

D. Report out of WRCOG Representatives on Various Committees

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

E. Approval of First Amendment to the SoCalGas Agreement for the REP Ambassador

Requested Action(s):

1. Approve a First Amendment to the Standard Services Agreement with SoCalGas, substantially as to form and subject to legal counsel approval, increasing the Agreement amount by \$39,000, for a new Agreement amount of \$159,000.00.

F. Approval of Financial Services Software Professional Services Agreement

Requested Action(s):

1. Authorize the Executive Director to execute a Professional Services Agreement with Tyler Technologies to provide financial services software in an amount not to exceed \$262,860 through Fiscal Year 2028/2029, substantially as to form.

G. I-REN Monthly Activities Update

Requested Action(s):

1. Receive and file.

H. Approval of First Amendment to a Professional Services Agreement for On-Call Planning Services between WRCOG and GHD, Inc.

Requested Action(s):

1. Authorize the Executive Director to execute a First Amendment to the On-Call Professional Services Agreement between WRCOG and GHD, Inc., for support to WRCOG with transportation planning and staff support activities and services, and to increase the total not-to-exceed amount from \$200,000 to \$550,000.

I. Approval of the 2024 TUMF Central Zone 5-Year Transportation Improvement Program

Requested Action(s):

1. Approve the 2024 TUMF Central Zone 5-Year Transportation Improvement Program.

J. TUMF Program Activities Update: Approval of One TUMF Reimbursement Agreement Amendment

Requested Action(s):

1. Authorize the Executive Director to execute a third TUMF Reimbursement Agreement Amendment with the City of Corona for the Planning, Engineering, and Construction Phases of the McKinley Street / BNSF Railroad Grade Separation Project in an amount not to exceed \$12,853,600.

6. REPORTS / DISCUSSION

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

A. Love Your Neighborhood Program Activities Update

Requested Action(s):

1. Receive and file.

B. California Air Resources Board and California Energy Commission Advanced Technology Demonstration and Pilot Program Grant Execution

Requested Action(s):

1. Authorize the Executive Director to execute the Advanced Technology Demonstration and Pilot Program

Grant Agreement between WRCOG and the California Air Resources Board.

2. Authorize the Executive Director to execute the Advanced Technology Demonstration and Pilot Program Grant Agreement between WRCOG and the California Energy Commission.
3. Authorize the Executive Director to 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.

C. Regional Streetlight Program Activities Update

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

D. Annual PACE Unclaimed HERO Refunds Escheatment Update

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

E. Policy Setting Parameters for Adding Agencies to the WRCOG Structure

Requested Action(s): 1. Adopt Resolution Number 28-24, a Resolution of the Executive Committee of the Western Riverside Council of Governments adopting a policy statement for consideration of new voting representatives.

F. Discussion of Meeting Frequency and Practices of the Executive Committee

Requested Action(s): 1. Discuss the existing meeting frequency and practices of the Executive Committee and affirm or amend as appropriate.

7. REPORT FROM THE TECHNICAL ADVISORY COMMITTEE CHAIR

Clara Miramontes, City of Perris

8. REPORT FROM COMMITTEE REPRESENTATIVES

*CALCOG, Brian Tisdale
SANDAG Borders Committee, Crystal Ruiz
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

Rita Rogers, City of Perris

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 Executive Committee meeting is scheduled for Monday, November 4, 2024, at 2:00 p.m., in the County of Riverside Administrative Center, 4080 Lemon Street, 1st Floor, Board Chambers, Riverside.

14. ADJOURNMENT

WRCOG Executive Committee

Action Minutes

1. CALL TO ORDER

The joint meeting of the WRCOG Executive Committee and Supporting Foundation was called to order by Chair Rita Rogers at 2:00 p.m. on September 9, 2024, at the County of Riverside Administrative Center, 1st Floor Board Chambers.

2. PLEDGE OF ALLEGIANCE

Chair Rogers led the 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 - Wendy Hewitt
- City of Canyon Lake - Mark Terry
- City of Corona - Jacque Casillas
- City of Eastvale - Christian Dinco
- City of Hemet - Jackie Peterson
- City of Lake Elsinore - Brian Tisdale
- City of Menifee - Bob Karwin
- City of Moreno Valley - Elena Baca-Santa Cruz
- City of Murrieta - Ron Holliday
- City of Norco - Kevin Bash
- City of Perris - Rita Rogers
- City of Riverside - Chuck Conder
- City of San Jacinto - Crystal Ruiz
- City of Temecula - James Stuart
- City of Wildomar - Joseph Morabito
- County, District 1 - Kevin Jeffries
- County, District 2 - Karen Spiegel
- County, District 5 - Yxstian Gutierrez
- Eastern Municipal Water District (EMWD) - Phil Paule
- Western Water - Brenda Dennstedt

Absent:

- City of Jurupa Valley
- County of Riverside, District 3
- Riverside Co. Superintendent of Schools

4. PUBLIC COMMENTS

There were no public comments.

5. CONSENT CALENDAR

RESULT:	APPROVED AS RECOMMENDED
MOVER:	San Jacinto
SECONDER:	Lake Elsinore
AYES:	Banning, Beaumont, Calimesa, Canyon Lake, Corona, Eastvale, Hemet, Lake Elsinore, Menifee, Moreno Valley, Murrieta, Norco, Perris, Riverside, San Jacinto, Temecula, Wildomar, District 1, District 2, District 5, EMWD, Western Water
ABSTAIN:	Banning (5.A only)

A. Action Minutes from the August 5, 2024, Executive Committee Meeting

Action:

1. Approved the Action Minutes from the August 5, 2024, Executive Committee meeting.

B. Fiscal Department Activities Update and Budget Amendment

Action:

1. Approved the Fiscal Year 2024/2025 Budget Amendment.

C. WRCOG Committees and Agency Activities Update

Action:

1. Received and filed.

D. Report out of WRCOG Representatives on Various Committees

Action:

1. Received and filed.

E. TUMF Program Activities Update: One TUMF Credit Agreement, One TUMF Reimbursement Agreement, and One TUMF Reimbursement Agreement Amendment

Actions:

1. Authorized the Executive Director to execute a TUMF Credit Agreement between WRCOG, the City of Norco, and CRP LDF Palomino, LLC, for the construction of Palomino Business Park located at Second Street & Mountain Avenue with a maximum credit of \$1,651,497.
2. Authorized the Executive Director to execute a TUMF Reimbursement Agreement between WRCOG and the City of Jurupa Valley for the Planning and Engineering phases of the Rubidoux/SR-60 Interchange in an amount not to exceed \$4,500,000.
3. Authorized the Executive Director to execute a second TUMF Reimbursement Agreement Amendment between WRCOG and the City of Riverside for the Right of Way phase of the Third Street Grade Separation in an amount not to exceed \$7,250,000.

F. Approval of the 2024 TUMF Southwest 5-Year Transportation Improvement Programs

Action:

- 1. Approved the 2024 TUMF Southwest Zone 5-Year Transportation Improvement Program.

G. I-REN Monthly Activities Update

Action:

- 1. Received and filed.

H. Deferral of Judicial Foreclosures on Delinquent PACE Properties

Action:

- 1. Adopted Resolution Number 27-24; A Resolution of the Executive Committee of the Western Riverside Council of Governments to defer foreclosure proceedings.

I. Amendment to the Appendix of the WRCOG Conflict of Interest Code

Action:

- 1. Adopted WRCOG Resolution Number 26-24; A Resolution of the Executive Committee of the Western Riverside Council of Governments Amending the Conflict of Interest Code Pursuant to the Political Reform Act of 1974.

6. REPORTS / DISCUSSION

A. Overview of the TUMF Nexus Study - Final Draft

RESULT:	APPROVED AS RECOMMENDED
MOVER:	Murrieta
SECONDER:	Lake Elsinore
AYES:	Banning, Beaumont, Calimesa, Canyon Lake, Corona, Eastvale, Hemet, Lake Elsinore, Menifee, Moreno Valley, Murrieta, Norco, Perris, Riverside, San Jacinto, Temecula, Wildomar, District 1, District 2, District 5. The water districts do not vote on TUMF matters.

Actions:

- 1. Approved the TUMF Nexus Study.
- 2. Approved the recommended Fee Schedule with an effective date of April 1, 2025, freezing Retail and Service.

B. WRCOG 2024 General Assembly & Leadership Address Recap and 2025 Speaker Selection by the WRCOG Supporting Foundation

RESULT:	APPROVED AS RECOMMENDED
MOVER:	Lake Elsinore
SECONDER:	San Jacinto

AYES:	Banning, Beaumont, Calimesa, Canyon Lake, Corona, Eastvale, Hemet, Lake Elsinore, Menifee, Murrieta, Norco, Perris, Riverside, San Jacinto, Temecula, Wildomar, District 1, District 2, District 5, EMWD, Western Water
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Actions:

1. Authorized the Supporting Foundation Secretary to execute a speaker agreement between the Supporting Foundation and the Washington Speakers Bureau to engage Admiral William H. McRaven for the 2025 General Assembly & Leadership Address in an amount not to exceed \$76,000 plus travel, meal, and lodging expenses.
2. Authorized the Supporting Foundation Secretary to take any necessary actions to carry out the purpose and intent of this authorization.

C. Increase Maximum Bond Authorization for Greenworks / Nuveen Green Capital (NGC) C-PACE Program

RESULT:	APPROVED AS RECOMMENDED
MOVER:	Temecula
SECONDER:	Eastvale
AYES:	Banning, Beaumont, Calimesa, Canyon Lake, Corona, Eastvale, Hemet, Lake Elsinore, Menifee, Moreno Valley, Norco, Perris, Riverside, San Jacinto, Temecula, Wildomar, District 1, District 2, District 5, EMWD, Western Water
ABSTAIN:	Murrieta

Action:

1. Referred the matter back to the PACE Ad Hoc Committee for further discussion and instructed staff to inform Nuveen of WRCOG's intention to renegotiate the terms of the Administrative agreement.

D. Policy Setting the Parameters for Adding Agencies to the WRCOG Structure

Due to time constraints, this item was moved to the next meeting.

7. REPORT FROM THE TECHNICAL ADVISORY COMMITTEE CHAIR

TAC Chair Clara Miramontes did not give a report, due to time constraints.

8. REPORT FROM COMMITTEE REPRESENTATIVES

Due to time constraints, Committee representatives did not provide a report.

9. REPORT FROM THE EXECUTIVE COMMITTEE CHAIR

Due to time constraints, Chair Rogers did not provide a report.

10. REPORT FROM THE EXECUTIVE DIRECTOR

Due to time constraints, Dr. Kurt Wilson stated that his report will be emailed to the Committee.

11. ITEMS FOR FUTURE AGENDAS

There were no items for future agendas.

12. GENERAL ANNOUNCEMENTS

There were no general announcements.

13. NEXT MEETING

The next Joint WRCOG Executive Committee and Supporting Foundation has yet to be scheduled. The next Executive Committee meeting is scheduled for Monday, October 7, 2024, at 2:00 p.m., at the Riverside County Administrative Center, 4080 Lemon Street, 1st Floor, Board Chambers, Riverside.

14. ADJOURNMENT

The meeting was adjourned at 4:09 p.m.



Western Riverside Council of Governments WRCOG Executive Committee

Staff Report

Subject: Fiscal Activities Update
Contact: Andrew Ruiz, Chief Financial Officer, aruiz@wrcog.us, (951) 405-6741
Date: October 7, 2024

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 2024/2025 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 2023/2024 Year-End Close: WRCOG staff are currently preparing for the Fiscal Year 2023/2024 year-end close, which includes preparing for the interim audit, analyzing all of its accounts, and performing revenue and expenditure accruals. Staff anticipates closing the Agency's books by September and begin the audit in October.

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:

Fiscal Department activities are included in the Agency's adopted Fiscal Year 2024/2025 Budget under the Finance Department under Fund 110.

Attachment(s):

None.



Western Riverside Council of Governments WRCOG Executive Committee

Staff Report

Subject: WRCOG Committees and Agency Activities Update
Contact: Chris Gray, Deputy Executive Director, cgray@wrcog.us, (951) 405-6710
Date: October 7, 2024

Recommended Action(s):

1. Receive and file.
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Summary:

Attached are summary recaps of actions and activities from recent WRCOG standing Committee meetings that occurred during the month of September 2024.

Purpose / WRCOG 2022-2027 Strategic Plan Goal:

The purpose of this item is to inform the Committee of actions and activities from WRCOG standing Committee meetings. 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:

A summary is provided for the following meeting that occurred in September 2024:

- September 9, 2024: Executive Committee
- September 19, 2024: Technical Advisory Committee

Prior Action(s):

None.

Financial Summary:

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

Attachment(s):

[Attachment 1 - WRCOG Committees Activities Update September 2024](#)



Western Riverside Council of Governments
Executive Committee Meeting Recap
September 9, 2024

Following is a summary of key items discussed at the last Executive Committee meeting.

Agenda Packet: <https://wrcog.us/DocumentCenter/View/10379/Joint-Executive-and-Spt-Fndtn-ap-090924>

PowerPoint Presentation: <https://wrcog.us/DocumentCenter/View/10384/Joint-EC-SF-PPT-0924>

Overview of the TUMF Nexus Study – Final Draft

- The update of the TUMF Nexus Study began in 2021.
- Since 2021, WRCOG staff and consultants have worked steadily on various tasks, including updates to the socio-economic data, updates to project cost estimates, travel demand modeling, network reviews, and preparation of the report.
- This technical work was paired with an extensive outreach process involving WRCOG member agencies and key stakeholder groups.
- The Executive Committee approved the Final Draft Nexus Study and adopted the fee schedule in the Nexus Study except for freezing the retail and service fee at their current levels. This new fee schedule will take effect on April 1, 2025.

2024 General Assembly & Leadership Address Recap and 2025 Speaker Selection

- WRCOG's 2024 General Assembly & Leadership Address saw a significant increase in attendance and sponsorship, with 938 registrants and \$404,295 secured from 68 sponsors and in-kind contributions, leading to enhanced event features and high attendee engagement through an event app.
- The General Assembly Ad Hoc Committee, adhering to current procurement processes, has consulted the Washington Speakers Bureau (WSB) to assist in selecting a speaker for next year's event.
- The contract with WSB to secure Adm. William H. McRaven as the keynote speaker for the 2025 General Assembly event was approved.

Increase Maximum Bond Authorization for Greenworks / Nuveen Green Capital C-PACE Program

- After a lengthy discussion, the Executive Committee declined to increase the maximum bonding capacity and referred the matter back to the Ad Hoc Committee for further discussion.
- Topics of discussion for the Ad Hoc Committee will include the current fee structure, approval of projects and the current fee cap.

Policy Setting the Parameters for Adding Agencies to the WRCOG Structure

- Due to time constraints, this item was moved to the October meeting.

Next Meeting

The next Executive Committee meeting is scheduled for Monday, October 10, 2024, at 2:00 p.m., in the County of Riverside Administrative Center, 4080 Lemon Street, 1st Floor, Board Chambers, Riverside.



Western Riverside Council of Governments Technical Advisory Committee Meeting Recap September 19, 2024

Following is a summary of key items discussed at the last Technical Advisory Committee meeting.

Agenda Packet: <https://wrcog.us/DocumentCenter/View/10386/TAC-0924-Revised-AP>

PowerPoint Presentation: <https://wrcog.us/DocumentCenter/View/10389/tac-ppt-091924>

Love Your Neighborhood Program Activities Update

- The Love Your Neighborhood (LYN) Program is a community-focused initiative designed to inspire residents to actively maintain and beautify their neighborhoods. The Program's core goals are to tackle litter abatement, promote proper recycling, and ensure the safe disposal of household hazardous waste. By empowering local jurisdictions, residents, and organizations, LYN provides the resources necessary for organizing neighborhood cleanups that lead to safer, cleaner, and more vibrant communities.
- Since its launch, the Program has made significant strides, collecting 13.49 tons of waste, conducting 31 school presentations that reached over 5,000 students, and distributing 80 DIY cleanup kits. These efforts have increased community engagement and promoted environmental stewardship across Riverside County.
- For those looking to get involved, the LYN Program offers multiple options. Participants can join scheduled cleanup events, organize their own, or use the DIY cleanup kits. Additionally, the LYN website, www.loveyourneighborhood.us, serves as a hub for tracking and reporting cleanup activities, enabling volunteers to contribute data that supports regional environmental goals.

Member Dues Exploration Activities Update

- WRCOG member dues contribute funding towards the Agency's administrative costs, such as HR, agency administrative functions, IT, general legal counsel, office rent, etc. Member dues for WRCOG have remained stagnant since 2009 when they were reduced by 15%. However, administrative costs have not remained stagnant. In 2008, member dues covered 28% of the agency's administrative costs. In 2024, member dues cover 10% of the Agency's administrative costs.
- Staff formed a working group of members of the Technical Advisory Committee (TAC). Under guidance from both the Administration & Finance Committee and TAC, the working group met two times. Based on feedback from the working group, a proposal was brought forth for consideration.
- The proposal is to index member dues to January-to-January Local CPI based on the 2008 total member dues (\$345,480). This adjustment would go into effect next fiscal year (July 1, 2025) and would be based off the January 2024-to-January 2025 Local CPI. For reference, dues indexed to January-to-January Local CPI as of January 2024 is \$530,438. This proposal would amount to member dues covering 24% of the Agency's administrative costs.
- The goal with this proposal is to slightly lessen the burden on WRCOG programs so that the programs can provide additional benefits to its members, such as the regional analyses that have added value to members, like the travel-behavior analyses and fee comparison analyses.

Next Meeting

The next Technical Advisory Committee meeting is scheduled for Thursday, November 21, 2024, at 9:30 a.m. in the WRCOG office at 3390 University Avenue, Riverside.



Western Riverside Council of Governments WRCOG Executive Committee

Staff Report

Subject: Report out of WRCOG Representatives on Various Committees
Contact: Chris Gray, Deputy Executive Director, cgray@wrcog.us, (951) 405-6710
Date: October 7, 2024

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 September 30, 2024. Below are the agenda highlights:

1. Strategic Priority Progress Report.
2. Administrative Issues That We Are Monitoring.
3. Legislative Look Ahead.
4. CALCOG Regional Awards Program.
5. Investment Policy Check In.
6. Fall/Winter Board Meeting.
7. New Officer Applications.
8. Executive Director Evaluation.

SANDAG Borders Committee (Crystal Ruiz)

The SANDAG Borders Committee met on September 27, 2024. Below are the agenda highlights:

1. 2024 Bike Anywhere and Tijuaneando en Bici.
2. Calexico East Port of Entry Bridge Expansion.
3. 2024 San Diego Regional Tribal Summit Summary.

SAWPA OWOW Steering Committee (Wes Speake)

The SAWPA OWOW Steering Committee met September 26, 2024. Below are the agenda highlights:

1. Santa Ana River Watershed Sustainability Assessment.
2. Integrated Climate Adaptation and Resiliency Program Regional Resilience Planning and Implementation Grant Program: Development of the Santa Ana River Watershed Climate Adaptation and Resilience Plan - Workflow.
3. Santa Ana River Trail and Parkway Update.
4. Santa Ana River Watershed Cloud Seeding Pilot Program: Year 1 Summary.

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 agenda 093024](#)

[Attachment 2 - SANDAG Borders Committee agenda 092724](#)

[Attachment 3 - SAWPA OWOW Steering Committee agenda 092624](#)

Attachment

CALCOG Board agenda of
September 30, 2024

Effective Regions Through Partnership



California Association of Councils of Governments

BOARD OF DIRECTORS

MEETING AGENDA

**September 30, 2024
2:00 P.M. – 3:30 P.M.
VIRTUAL**

Meeting Connection Information:

Zoom Link:

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

Meeting ID: 675 985 6183

Having trouble? Email Natalie at nzoma@calcog.org

BOARD MEETING AGENDA

TIME	ITEM	DESCRIPTION	PURPOSE	PAGE
2:00 pm	1	Welcome & Introductions. Attendance is recorded as members enter the room or the virtual meeting space. Virtual board members attendees should type your name in the Zoom identifier and turn on video. For agency staff, please type in your name and turn off your video.		
2:05 pm	2	Approve May Board Meeting Minutes.	Action	4
2:10 pm	3	Executive Director Report. Work program update.	Information	6
2:20 pm	4	Strategic Priority Progress Report. A report on progress on the board's 2024 Strategic Priorities.	Information	8
2:25 pm	5	Administrative Issues That We Are Monitoring.	Information	9
2:35 pm	6	Legislative Look Ahead. Look ahead to priority legislation in 2025.	Information	20
2:45 pm	7	CALCOG Regional Awards Program. An update on a new awards program launching as part of the Regional Leadership Forum.	Action	21
2:55 pm	8	Investment Policy Check In. Update on how CALCOG is managing and earning interest on funds.	Information	23
3:05 pm	9	Fall/Winter Board Meeting. Discuss timing of Fall/Winter meeting.	Discussion	26
3:10 pm	10	New Officer Applications. An annual process of nominating and electing new officers.	Information	27
3:15 pm	11	Executive Director Evaluation. An update on the evaluation process and next steps.	Information	28
3:30 pm	12	Announcements & Adjourn		

BOARD OF DIRECTORS

ROSTER

- **President, Robert Poythress**, Supervisor, Madera County, Madera County Transportation Commission
- **First Vice President, Britt Huff**, Mayor, City of Rolling Hills Estates, South Bay Cities Council of Governments
- **Second Vice President, Jan Harnik**, Council Member, City of Palm Desert, Coachella Valley Association of Governments
- **Immediate Past President, Brian Tisdale**, Council Member, City of Lake Elsinore, Western Riverside Council of Gov'ts
- **Jesse Arreguin, Mayor**, City of Berkeley, Association of Bay Area Governments
- **John Bauters**, Council Member, City of Emeryville, Alameda County Transportation Commission
- **Scott Funk**, Mayor Pro Tem, City of Gonzales, Association of Monterey Bay Area Governments
- **Loella Haskew**, Council Member, City of Walnut Creek, Contra Costa Transportation Authority
- **John Clerici**, Council Member, City of Placerville, 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
- **James P. Spering**, Commissioner Representing Solano County and Cities, Metropolitan Transportation Commission
- **Alfredo Pedroza**, Supervisor, Napa County, Napa Valley Transportation Authority
- **Patrick Harper**, Council Member, City of Fountain Valley, Orange County Transportation Authority
- **Paul Joiner**, Council Member, City of Lincoln, Placer County Transportation Planning Agency
- **Lisa Middleton**, Council Member, City of Palm Spring, Riverside County Transportation Commission
- **Rich Lozano**, Council Member, City of Galt, Sacramento Area Council of Governments
- **Mia Casey**, Mayor, City of Hollister, Council of San Benito County of Governments
- **Alan Wapner**, Council Member, City of Ontario, San Bernardino County Transportation Authority
- **Jose Rodriguez**, Council Member, City of National City, San Diego Association of Governments
- **Tim Hepburn**, Mayor, City of La Verne, San Gabriel Valley Council of Governments
- **Dan Wright**, City of Stockton, San Joaquin Council of Governments
- **Fred Strong**, City of Paso Robles, San Luis Obispo Council of Governments
- **Jenelle Osborne**, Mayor, City of Lompoc, Santa Barbara County Association of Governments
- **Zach Friend**, 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
- **Richard O'Brien**, mayor, City of Riverbank, Stanislaus Council of Governments
- **Cindy Gustafson**, Supervisor, Placer County, Tahoe Regional Planning Agency
- **Steve Teshara**, Board Representative, Tahoe Transportation District
- **Michael LeBarre**, Mayor, City of Kings City, Transportation Agency for Monterey County
- **Rudy Mendoza**, Mayor, Woodlake, Tulare County Association of Governments
- **Mike Johnson**, Councilmember, City of Ventura, Ventura County Transportation Commission

* Designates Executive Committee Member

Quorum. A quorum requires a majority of active directors. A member has an active director when it has had a representative attend a board meeting within the last twelve months (including attendance at the current meeting). Staff develops a list of active members prior to each meeting and makes adjustments to the count if a formerly inactive member attends the current meeting.

Current Vacancies: Butte County Association of Governments, Calaveras Council of Governments, City/County Association of San Mateo Governments, Los Angeles County Metropolitan Transportation Authority, Orange County Council of Governments, Santa Clara Valley Transportation Authority, Transportation Agency of Marin, Tuolumne County Transportation Council

2. APPROVAL OF JUNE MEETING MINUTES

ACTION

DRAFT

CALCOG Board Meeting Minutes June 24, 2024

Virtual Meeting

1. Attendance

Attendance was taken visually as members logged into their accounts via the Zoom meeting platform. The following 23 board members attended the meeting:

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

First Vice President, Britt Huff, Mayor, City of
Rolling Hills Estates, South Bay Cities Council of
Governments

Second Vice President, Jan Harnik, Council
Member, City of Palm Desert, Coachella Valley
Association of Governments

Immediate Past President, Brian Tisdale,
Council Member, City of Lake Elsinore, Western
Riverside Council of Gov'ts

Jesse Arreguin, Mayor, City of Berkeley,
Association of Bay Area Governments

John Bauters, Council Member, City of
Emeryville, Alameda County Transportation
Commission

Loella Haskew, Council Member, City of Walnut
Creek, Contra Costa Transportation Authority

John Clerici, Council Member, City of Placerville,
El Dorado County Transportation Commission

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

Mike Goodsell, Councilmember, City of Holtville,
Imperial County Transportation Commission

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

Josh Pedrozo, Supervisor, Merced County,
Merced County Association of Governments

James P. Spering, Commissioner
Representing Solano, Metropolitan
Transportation Commission

Paul Joiner, Council Member, City of Lincoln,
Placer County Transportation Planning
Agency

Rich Lozano, Council Member, City of Galt,
Sacramento Area Council of Governments

Mia Casey, Mayor, City of Hollister, Council
of San Benito County of Governments

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

Dan Wright, City of Stockton, San Joaquin
Council of Governments

Jenelle Osborne, Mayor, City of Lompoc,
Santa Barbara County Association of
Governments

Zach Friend, Supervisor, Santa Cruz County,
Santa Cruz County Regional Transportation
Commission

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

Mike Johnson, Councilmember, City of
Ventura, Ventura County Transportation
Commission

2. APPROVAL OF MAY MINUTES

ACTION

The minutes of May 22, 2024. were approved. Moved by Margeret F.; second by Tim H.

3. EXECUTIVE DIRECTOR REPORT

The executive director provided a brief report on the Regional Leadership Forum (RLF) and California Academy for Regional Leaders (CARL).

4. STRATEGIC PRIORITY PROGRESS REPORT

Staff provided a brief update on progress related to advancing the board's strategic priorities for 2025.

5. STATE BUDGET & REAP FUNDING UPDATE

Staff provided an oral update on the latest information as it related to funding for the REAP 2.0 program and other funding programs of interest to members.

6. LEGISLATIVE REPORT

Staff provided an update on bills that CALCOG had been tracking closely, highlighting bills on which staff had been engaging more closely. Visit our online bill tracker for a list of all tracked bills: www.calcog.org/bill-tracker.

7. SCOPE OF RIA GRANT AGREEMENT

ACTION

CALCOG is partnering with Caltrans and several member organizations on the Regional Infrastructure Accelerator (RIA) grant. Staff provided a briefing on the scope of work, which will involve CALCOG executing work related to pricing education, polling, focus groups and equity components of the project, as well as hiring consultants that will conduct other research related to replacing the gas tax and advancing managed roadways. The board approved the scope of work.

Moved by Tim H.; second by Britt H.

8. PROCUREMENT MANUAL

ACTION

The board confirmed the process that staff proposed to develop a procurement manual. The board further authorized the Executive Director to purchase items and procure services under a manual to be created with the advice of the recommended expert. The Executive Director will make a link to the adopted manual (estimated to be about 80 pages) when it's completed.

Moved by Tim H.; second by Loella H.

9. CALCOG ANNUAL BUDGET

ACTION

The board approved the proposed budget and dues schedule for the FY 24-25 that was presented by the executive director.

Moved by Tim H.; second by Dan W.

10. MEETING ADJOURNED BY PRESIDENT POYTHRESS

End of DRAFT Minutes

3. EXECUTIVE DIRECTOR'S REPORT

INFORMATION

A. BACKGROUND

The Executive Director's Report is a summary of recent actions, accomplishments, and issues related to the implementation of CALCOG's work program. Although intended to be informational, questions are welcomed and even encouraged. Sometimes the informal discussions that occur during these reports help inform staff and improve our work program. For this meeting, the Executive Director intends to report on the items listed below.

B. HIGHLIGHTS

- **Regional Leadership Forum.** Mark your calendars. The Regional Leadership Forum will be here in Sacramento on March 5-7. This year's theme is "REGIONS: Rising to the Occasion" which will allow us to highlight the difficult challenges that have and will continue to take on. We are aiming to have many state agency staff in attendance and encourage you to come help us showcase the great work that you all do. Registration will launch shortly!



- **Seventh Cohort of Leadership Academy kicks off.** The seventh (7th) cohort of the California Academy for Regional Leaders program met this month in Sacramento. They are energetic and excited about the program. They will head to San Diego next month.
- **VMT Summer School:** CALCOG hosted a four-part webinar series featuring speakers from public, private and academic institutions. We had 360 Registrations in the first 24 hours of registration. We heard from partners at the capitol and across the state that sessions were thought-provoking and informative.
- **Housing Webinar Series:** This fall/winter will host another series of webinars focused on the role of regional agencies in housing.

- **Economic Forecasting Webinar:** CALCOG will host a sponsoring partner webinar with REMI – a consulting firm offering forecasting tools used to examine the economic impacts of transportation projects and jobs/housing forecasts.
- **New Staff!** Recent grant funding has allowed us to hire two new senior staff – Vincenzo Caporale and Greg McAteer.
- **REAP 1 Housing Technical Assistance.** In the process of completing a housing policy report and REAP 1 summary report.
- **Regional Infrastructure Accelerator Grant.** A contract with Caltrans to start this work related to pricing and gas tax replacement should be in our inbox any day. More on this grant under board priorities.

4. STRATEGIC PRIORITIES PROGRESS REPORT

INFORMATION

A. FOCUS 1: Transportation Funding

Objective: Focus on education and storytelling about the importance of identifying replacement revenue sources for the gas tax and helping people understand the need to shift to a new funding model.

Progress:

- *RIA Grant Work Program.* This project will be the primary way our Team will engage on this issue. Caltrans has an executed agreement with FHWA and we are expecting to have contract for our agreement within the next few days.

B. FOCUS 2: Housing

Objective: Focus on RHNA reform, REAP funding, and development of housing trusts and policies that are tailored to meet local needs.

Progress:

- *REAP Budget.* After the governor proposed cutting the REAP 2.0 program by 50%, CALCOG and member agency staff successfully reduced that cut to 6%, meaning that the program remained 94% whole. Staff will work to extend the expenditure deadline in the next budget since many projects were put on hold last year as a result of budget negotiations.
- *RHNA Legislative Advocacy.* We engaged on a number of bills that were amended late in session to advance recommendations from HCD's RHNA Reform Report. We successfully negotiated amendments to AB 3093 (Ward) and AB 2597 (Ward) to minimize impact to member agencies. Thanks to the hard work of our members we were also successful in getting AB 1335 (Zbur) pulled by the author.
- *Extended Housing Technical Assistance Project.* CALCOG has been advancing work on our Housing Technical Assistance contract with Placeworks to create a housing policy report and summary of REAP projects and programs.

C. FOCUS 3: Alternative Fuels, EV & Hydrogen

Objective: explore what is needed related to the grid as regions help transition to alternative fueled vehicles (ZEVs and Hydrogen).

Progress:

- RLF Session that featured updates on Federal, State, and Regional efforts related to Zero Emission Vehicles. (Due to the need to shift staff resources to budget negotiations and additional work on the Housing Technical Assistance contract, work in this area has been limited.)

5. ADMINISTRATIVE ISSUES THAT WE ARE MONITORING **INFORMATION**

A. SUMMARY

At any given time, staff is tracking several issues to assure that our members are informed and to make recommendations when necessary. Here are some of those current processes.

- **CARB SCS Guidelines and Target Setting Process.** CALCOG submitted a letter outlining member concerns regarding proposed amendments to the SCS Guidelines. See attachment to this item.
- **California Transportation Commission, SB 1121 Needs Assessment.** The Legislature charged the CTC to develop a new transportation needs assessment that will also consider the full cost of achieving state goals, including lost gas tax revenues. CTC plans to release the draft report for comment this fall.
- **New Action Plan for CAPTI.** CalSTA hosted public workshops this month to take comments and feedback ideas for new actions to implement CAPTI. One of the proposed actions was to codify CAPTI Guiding Principles in statute. We expect to see legislation in the session.
- **California Transportation Plan Update.** Every five years Caltrans updates the California Transportation Plan, an aspirational vision for how the state will achieve transportation goals while considering safety, climate, equity, air quality, and economy. We are pleased to see they will be incorporating a fiscal analysis to show



September 17, 2024

Honorable Steven S. Cliff, PhD.
Executive Officer
California Air Resources Board
Sacramento, California

Re: [Updates to CARB's Sustainable Communities Strategy Evaluation Process](#)

Dear Dr. Cliff:

Thank you for the opportunity to provide comments on CARB's proposed amendments to its Sustainable Communities Strategy (SCS) evaluation process. The membership of the California Association of Councils of Governments (CALCOG) includes all 18 Metropolitan Planning Organizations (MPOs) that are required to submit a SCS as part of the regional transportation plan (RTP).

At the outset, we acknowledge that a strong state and regional partnership is necessary for the success of SB 375. During the 15 years it has been in effect, MPOs and CARB have shared successes and acknowledged areas that can be improved. The structure of SB 375 demands a continued working partnership between us.

We are therefore disappointed in the proposed amendments to the SCS Guidelines, which focus only on what CARB needs from MPOs. We share these comments in this letter with a hope that we can improve on the collaboration between CARB and MPOs, which we believe will result in better outcomes both for our regions and the state.

I. Request for a "Roll-Up-Our-Sleeves" Problem Solving Dialogue

We understand the logic behind several of the proposed amendments to the Guidelines. But they fail to address changes that would also support MPOs in the implementation of SB 375. Accordingly, we seek that CARB convene a working group of MPO and CARB technical staff to engage in an *open, two-way* government-to-government discussion to discuss how the process can work best for CARB and MPOs. The agenda should be jointly developed and focus on effective ways to share information to achieve multiple state and regional goals.¹

¹ CARB staff scheduled a virtual meeting with MPO planning directors in May. The main portion of the meeting was a scripted PowerPoint presentation that outlined the concepts for the proposed changes to the guidelines. Specific language was not shared. Many MPO attendees were hearing these concepts for the first time. CARB did not provide an advance means of allowing MPO staff to include items on the agenda.



We suggest a “roll-up-our-sleeves” dialogue because the Guideline amendments concern how MPO and CARB staff share information (and focus less on policy change). Obviously, all ideas must be vetted through a public comment period. But improvements in CARB-to-MPO coordination that could emerge from this process would yield better outcomes.

II. Special Issues Related to Submitting the Technical Methodology

The SCS Guidelines (original and proposed) do not address a structural shortcoming in the language of SB 375.² Specifically, what does it mean to submit a full technical methodology (TM) prior to commencing public participation?

Robust public engagement yields important feedback and new ideas. It also creates equity through the inclusion of often overlooked voices and ideas. Almost by definition, an RTP/SCS will look different at the end of a public engagement process than it did in the beginning. But SB 375 oddly requires the entire TM at the beginning, prior to the start of public engagement. Of course, SB 375 was written by people who never had to submit a TM for an SCS. Thus, we should not be surprised that the language falls short of what we might draft with the benefit of three rounds of RTP/SCS development.

This problem has grown with each SCS submittal as CARB seeks more and more detail earlier in the process. We understand why CARB would want as much information as possible so early in the process. But a completed TM prior to public participation is a high bar. Unfortunately, CARB’s proposed amendments to the SCS Guidelines go a step further, asking for data six months before the start of public participation. More concerning, the amendments advise MPOs not to share preliminary figures—even with elected official board members—until they have been reviewed by CARB. This is not a way to run an MPO that is accountable to locally elected officials and engaged stakeholders.

These amendments also undermine public engagement. Taken literally, MPOs would be unable to seek public input on critical early topics like goal-setting or visioning – even those unrelated to greenhouse gas quantification. Development of potential SCS strategies would have to be conducted as an internal planning process with after-the-fact input from stakeholders. This conflicts with federal planning requirements to have an open public process. Prohibiting early engagement would also perpetuate institutional barriers that have historically prevented minority and low-English-proficiency persons from effectively participating in the decision-making process, in conflict with federal Title VI requirements.

Also disappointing, the proposed revisions suggest that the SCS process is a staff-to-staff technocratic exercise focused on a single policy goal (achieving a GHG emission reduction target). These revisions would narrow or eliminate the ability for MPOs to conduct early

² Despite our call for a roll-up-our-sleeves, problem solving conversation, we proceed with specific comments because the formal nature of the comment process dictates that we get these comments on the record.

scenario planning & strategy exploration to consider the impacts of policy decisions on a suite of other important policy goals and limit them from bringing timely updates to their boards on draft iterations of the SCS.

These provisions should not be added to the Guidelines. They interfere with an MPOs ability to successfully implement SB 375 as the Legislature envisioned and the state's residents expect. The dialogue we recommend in section one might cover subjects like: What information does CARB really need 24 to 48 months prior to the adoption of the plan? What can MPOs reasonably produce? How do MPOs conduct robust public engagement that builds trust? And generally, how can the process be improved to get needed information to CARB in a way that is not too onerous in terms of time and model runs for MPOs?

These are conversations worth having. We appreciate the note at the end of Appendix A of the SCS Guidelines that provides a starting point for the discussion: "... RTP/SCS scenarios are developed through a robust public process. Upon submission of the *Technical Methodology*, CARB will receive the level of detail available at the time of submission with more detail forthcoming." Being clear about what is needed at the beginning and greater acknowledgment that the plans are subject to change based on feedback from the public and MPO policy makers is a good place to start those conversations.

III. The SCS Guidelines Do Not Create Needed Accountability

The revisions omit needed accountability measures to ensure CARB does not create unwarranted delays. Here is the crux from the MPO perspective: CARB is taking too long (in months) to finalize its determinations. The statute states that CARB has 60 days to complete its review. Based on information posted on CARB's website and collected from an inquiry to our members, the shortest review time by CARB in the last round of SCS submittals was 11 months. Some reviews have been pending for more than two years! A summary table of review times by MPO is provided in Exhibit A.

In the current round of SCS review, none of the 18 MPOs have received a notice of acceptance/rejection of their SCS within the 60-day period. Now that an "approved SCS" is required for certain funding sources, the lack of an approved SCS can stand in the way of vital projects that could be helping to advance the state's greenhouse gas reduction goals. Unfortunately, there is nothing in the proposed guidelines to speed up the CARB review timeline (though the next Section includes a possible fix).

IV. Three Amendments to Improve Process Certainty

While we continue to believe that this process include a *Role-Up-Our-Sleeves Problem Solving Dialogue* requested in Section 1, we provide three language changes that would restore more trust and accountability to the process from the MPO perspective.



1. Assuring Timely Responses from CARB to Submitted TMs.

We appreciate that CARB has replaced the phrase “timely manner” in providing written comments about the TM to a more certain “within 45 days.” But as Exhibit A highlights, a general time limit is not enough. Given that MPOs have a deadline for updating their RTPs under federal law (reinforced under state housing law), the window for CARB to provide comments must be more certain. We would propose the following concept:

CARB will respond to the MPO in writing within 45 calendar days. The response shall either deem the Technical Methodology submitted by the MPO as either sufficient or insufficient. If deemed insufficient, CARB shall specifically describe the additional information that should be added to the Technical Methodology as well as remedies needed to quantify acceptable estimates of GHG emission consistent with the Technical Submission Template and Guidance. CARB shall not request information that is not included in the version of the Technical Methodology Submission Template and Guidance in effect six months prior to the start of the MPO’s public participation process. If CARB fails to provide a response within 45 calendar days, the MPO’s TM shall be deemed sufficient. CARB must provide a similar notice for subsequent submittals of the technical methodology that are in response to earlier submittals deemed insufficient by CARB.

2. Assuring Timely Reviews of an SCS

The following concept language would help address the current weakness of the system that leads to delays in certifying whether an SCS would achieve the target:

Upon submission of the final SCS, CARB shall review the submittal for completeness and identify what, if any, additional information is needed to make a final determination on the SCS within 15 business days. An MPO need only submit information that is reasonably required to meet the requirements listed in the versions of *Appendix A: Technical Methodology Submission Template and Guidance* (if it has not been deemed sufficient), *Appendix B: Additional Details for Model Sensitivity Tests*, and *Appendix D: Guidance of Technical Issues* that are in effect six months prior to the start of the public participation process.

If an MPO that has already submitted a “sufficient” Technical Methodology does not receive a timely determination on the completeness of the SCS submission, the submission will be deemed complete, and CARB must accept the MPO’s conclusions included in the submitted SCS. Once a SCS submittal is deemed complete, CARB staff will finalize its determination of whether the SCS would achieve the GHG emission reduction target if implemented within 45 business days. This period can be extended for 30 business days if CARB provides written notification to the MPO in advance of the 45-day deadline.



3. Certainty for Participation Related to Other State Programs

The proposed amendments advise MPOs to plan for other state programs and refers to eligibility for the Solutions for Congested Corridors program. This language does not address a scenario where a grant application is due and CARB has missed the 60-day limit to certify that the SCS. Accordingly, we recommend the following:³

While state law does not specify when a submittal to CARB staff occurs, MPOs are advised to plan for timelines regarding State programs requiring CARB’s acceptance of an SCS for funding eligibility. If CARB has not made a determination of whether the SCS will achieve the GHG emission reduction target within 45 business days of a submission being deemed complete, CARB shall issue a temporary determination with three days of receiving a written request from an MPO upon a showing that such a finding is necessary to be eligible for a funding program or similar dependency on having a SCS that has been certified by CARB. The temporary determination shall state that the SCS achieves the GHG gas emission targets for purposes of funding program eligibility or similar dependency identified by the MPO. The temporary determination shall be in effect for 180 days. If CARB still has not made a determination at the end of a temporary determination, CARB shall issue new temporary determinations until a final determination has been made.

IV. Conclusion

We share ARB’s interest in improving implementation of SB 375. While we have offered some specific suggestions to improve the guidelines, the state’s MPOs request that CARB engage in mutual and open government-to-government dialogue.

Thank you for the time and consideration. Please don’t hesitate to reach out to me if you have any questions [sabrina@calcog.org | (530) 864-8544].

Sincerely,

Sabrina Bradbury
Director of Government Affairs

³ The way these amendments work together is that CARB has 15 days to determine whether the SCS submission is complete and then 45 business days to make the determination. This language would require CARB to issue a temporary determination during the 30-business day extension. This is intentional because CARB’s option to extend its review should not affect MPO eligibility for other programs.



Exhibit A

MPO	SCS Submittal	Final Determination	Review Time
Association of Monterey Bay Area Governments	Jul-2022	Pending	25+ Months
Fresno Council of Governments	Oct-2022	Pending	22+ Months
Kern Council of Governments	Nov-2022	Pending	21+ Months
Kings County Association of Governments	Dec 2022	Pending	20+ Months
Merced County Association of Governments	Apr-2023	Pending	16+ Months
Metropolitan Transportation Commission	Nov-2021	Nov-2022	12 Months
Sacramento Area Council of Governments	Nov-2019	Oct-2020	11 Months
San Diego Association of Governments	Oct-2023	Pending	10+ Months
San Joaquin Council of Governments	Nov 2022	Pending*	22+ Months
San Luis Obispo Council of Governments	Aug-2023	Pending	12+ Months
Santa Barbara County Association of Governments	Oct-2021	Jan-2023	15 Months
Southern California Association of Governments	Jul-2024	Pending	2+ Months
Stanislaus Council of Governments	Dec-2022	Pending*	21+ Months
Tulare County Association of Governments	Nov 2022	Pending	22+ Months
Tahoe Regional Planning Agency	Jul-2021	May-2023	22 Months

* San Joaquin Council of Governments reports hearing a “verbal approval” from CARB staff but still has not received anything in writing. Stanislaus Council of Governments reports an “email approval” but has not received any of the formal documents that usually come with a final determination.

Note. This chart accounts for fifteen of the eighteen MPOs. Three of the smallest MPOs—Shasta Regional Transportation Planning Agency, Butte County Association of Governments, and Madera County Transportation Commission—have not provided full submissions due to internal (staff capacity; resources) and external (in the case of Butte, the Camp Fire) reasons.



SANDAG



Metropolitan Transportation Commission
San Diego Association of Governments
Southern California Association of Governments
Sacramento Area Council of Governments

September 20, 2024

Dr. Steve Cliff
Chief Executive Officer
California Air Resources Board
Sacramento, CA 95814

Re: Pause Current SB 375 Targets and SCS Guidelines to Allow a Holistic Review of SB 375 Framework

Dear Dr. Cliff:

The state's four largest Metropolitan Planning Organizations (MPOs) request the opportunity to partner with the California Air Resources Board (CARB), California Transportation Commission (CTC), Caltrans, and the Department of Housing and Community Development (HCD) to holistically review the SB 375 Framework to improve how state and regional agencies collaborate to deliver multiple housing, climate, and transportation goals.

SB 375 Provides A Foundation from Which the State Can Move Forward

At the outset, we note that SB 375 has changed regional transportation planning for the better. With each new iteration of the SCS, we have seen better integration of land use, housing, and transportation policies, supporting better climate and quality of life outcomes for our residents. Importantly, the public has become more involved in the development of these plans, resulting in projects that are more responsive to our communities' needs. This progress should be used as a foundation for further improvements in the state and regional planning framework.

But The Time Is Right to Holistically Revisit the SB 375 Planning Framework

A lot has changed since SB 375's adoption in 2008. The state has accelerated transportation electrification through Advancing Clean Cars II so that almost one in four new cars sold is zero emission. Under SB 743, vehicle miles traveled has replaced level-of-service as a critical success metric for transportation projects large and small. The state has also adopted substantial legislative changes to address a state housing crisis. In addition, the global pandemic fundamentally altered travel patterns and land use preferences – creating headwinds that were unforeseen when the law was designed or when targets were last set by the CARB Board.

Thanks to state programs to support affordable housing and sustainable communities, active transportation, and transit improvements, as well as the Regional Early Action Planning (REAP) program, partial funding is available to support critical housing and transportation needs needed



to achieve our ambitious goals. But as the SB 150 report acknowledged, funding and staffing for implementation remains far short of what is needed to fully implement these regional plans. A restructured planning process can shift the focus toward implementation and thereby deliver faster and more effective results.

Request to Conduct a Holistic Review of the SB 375 Framework

We request that CARB, CTC, Caltrans, and HCD work with MPOs to comprehensively evaluate the SB 375 framework. This effort will require us to engage in a deep and effective dialogue about the best way to achieve the suite of state and regional housing, climate, and transportation-related objectives, including the reductions of GHG emissions. As part of this request, we ask that CARB pause the current SCS guidelines and SB 375 targets to allow for a robust and collaborative conversation about the best path forward in the coming months.

To demonstrate our commitment to this concept, this letter represents the collective submission of comments by the undersigned MPOs for both the proposed amendments to the SCS guidelines (comments requested by CARB by August 30th) and the request for information related to the target setting (preliminary data questionnaire requested by CARB by October 30th). The time is right to develop more robust implementation solutions that will fit state, regional, and local objectives. Thank you for your consideration.

Sincerely,

Andrew Fremier
Executive Director
Metropolitan Transportation Commission

Kome Ajise
Executive Director
Southern California Association of Governments

Mario Orso
Chief Executive Officer
San Diego Association of Governments

James Corless
Executive Director
Sacramento Area Council of Governments

- CC:
- Tomiquia Moss, Secretary, California Business, Consumer Services, and Housing
 - Toks Omishakin, Secretary, California State Transportation Agency
 - Sam Assefa, Director, Office of Planning & Research / Land Use & Climate Innovation
 - Tony Tavares, Director, California Department of Transportation
 - Tanisha Taylor, Executive Director, California Transportation Commission
 - Gustavo Velasquez, Director, California Department of Housing & Community Development

September 23, 2024

Dr. Steve Cliff
Chief Executive Officer
California Air Resources Board
Sacramento, CA 95814

Re: Pause Current SB 375 Targets and SCS Guidelines to Allow a Holistic Review of SB 375 Framework

Dear Dr. Cliff:

The Central Coast Coalition requests the opportunity to partner with the California Air Resources Board (CARB), California Transportation Commission (CTC), Caltrans, and the Department of Housing and Community Development (HCD) to holistically review the SB 375 Framework to improve how state and regional agencies collaborate to deliver multiple housing, climate, and transportation goals. The Coalition comprises the Metropolitan Planning Organizations and Regional Transportation Planning Agencies for California's Central Coast.

SB 375 Provides A Foundation from Which the State Can Move Forward

At the outset, we note that SB 375 has changed regional transportation planning for the better. With each new iteration of the SCS, we have seen better integration of land use, housing, and transportation policies, supporting better climate and quality of life outcomes for our residents. Importantly, the public has become more involved in developing these plans, resulting in projects more responsive to our communities' needs. This progress should be a foundation for further improvements in the state and regional planning framework.

But The Time Is Right to Revisit the SB 375 Planning Framework Holistically

A lot has changed since SB 375's adoption in 2008. The state has accelerated transportation electrification through Advancing Clean Cars II so that almost one in four new cars sold is zero emission. Under SB 743, vehicle miles traveled have replaced level-of-service as a critical success metric for transportation projects large and small. The state has also adopted substantial legislative changes to address the housing crisis. In addition, the global pandemic fundamentally altered travel patterns and land use preferences – creating unforeseen headwinds when the law was designed or when targets were last set by the CARB Board.

Thanks to state programs to support affordable housing and sustainable communities, active transportation, and transit improvements, as well as the Regional Early Action Planning (REAP) program, partial funding is available to support critical housing and transportation needs needed to achieve our ambitious goals. However, as the SB 150 report acknowledged, funding and staffing for implementation remains far short of what is needed to implement these regional plans fully. A restructured planning process can shift the focus toward implementation, delivering faster and more effective results.

Request to Conduct a Holistic Review of the SB 375 Framework

We request that CARB, CTC, Caltrans, and HCD work with MPOs to evaluate the SB 375 framework comprehensively. This effort will require us to engage in a deep and effective dialogue about the best way to achieve the suite of state and regional housing, climate, and transportation-related objectives, including reducing GHG emissions. As part of this request, we ask that CARB



pause the current SCS guidelines and SB 375 targets to allow for a robust and collaborative conversation about the best path forward in the coming months.

To demonstrate our commitment to this concept, this letter represents the collective submission of comments by the undersigned MPOs and RTPAs for both the proposed amendments to the SCS guidelines (comments requested by CARB by August 30th) and the request for information related to the target setting (preliminary data questionnaire requested by CARB by October 30th). The time is right to develop more robust implementation solutions that fit state, regional, and local objectives. Thank you for your consideration.

Sincerely,

Marjie Kirn, Executive Director
Santa Barbara Association of Governments

Pete Rodgers, Executive Director
San Luis Obispo Council of Governments

Todd Muck, Executive Director
Transportation Agency for Monterey County

Sarah Christensen, Executive Director
Santa Cruz Co. Regional Transportation
Commission

Binu Abraham, Executive Director
Council of San Benito County Governments

Maura Twomey, Executive Director
Association of Monterey Bay Area Governments

- Cc:
- Tomiquia Moss, Secretary, California Business, Consumer Services and Housing Agency
 - Toks Omishakin, Secretary, California State Transportation Agency
 - Sam Assefa, Director, Office of Planning and Research
 - Tony Tavares, Director, California Department of Transportation
 - Tanisha Taylor, Executive Director, California Transportation Commission
 - Gustavo Velasquez, Director, California Department of Housing and Community Development
 - Sarkes Khachek, Director of Programming, SBCAG

6. LEGISLATIVE LOOK AHEAD

INFORMATION

A. SUMMARY

This board meeting is scheduled on the last day the Governor has to veto bills. (Staff will prepare a Legislative Summary for the membership in the coming weeks.) We were not actively advocating at the end of the Legislative session because all our significant issues were largely resolved. The budget addressed the threat to REAP funding and the most significant remaining bills among those we had a position on were held in committees (e.g., AB 6 (Friedman) and AB 1335 (Zbur)).

However, we anticipate an unusually busy year next year. This agenda item surveys the issues staff is already seeing on the horizon.

B. ON THE HORIZON

- 1. SB 375.** In the last 15 years since SB 375 became effective our members have made great progress in bringing more alignment in planning land use, housing, and transportation. But the policy landscape and on-the-ground realities have changed. EVs are becoming a larger part of the vehicle mix, reducing the amount of GHG reductions that can come from VMT reductions. Housing policies such as Affirmatively Furthering Fair Housing sometimes have regions needing to plan for housing in high-VMT areas. Funding for the investments laid out in SCSs has not come to fruition at the pace needed to fully implement the plans.
- 2. SB 1 Amendment Relating to APS Eligibility.** Under existing law, MPOs must have an approved SCS to be eligible for some of the funding programs. This means that an MPO with an APS (Alternative Planning Strategy) is not eligible for funding programs such as Solutions for Congested Corridors. This is inconsistent with Our take is that an MPO should not be penalized for having insufficient resources for implementing its plans – MPOs with an APS should still be able to seek the funding that would enable to them to get closer to achieving an SCS.
- 3. RHNA Funding ala REAP 1.0.** As the legislature continues to pass RHNA reforms that result in more requirements to regional agencies, CALCOG is considering sponsoring a bill that would provide funding for those additional planning requirements. One option is to propose that a small amount of funding be allocated each year to create a pot of funding that regions could draw on in future years as they go through the RHNA process. This would enable MPO staff to provide technical assistance to member jurisdictions and pass funding through to those member agencies to implement the new RHNA requirements.

7. CALCOG REGIONAL AWARDS PROGRAM

ACTION

A. BACKGROUND

The idea of having an awards program to recognize member accomplishments has been something that has been raised periodically by the board and current members. We have given awards out intermittently, but not for several years. However, it is something that this Board has generally supported in the past. With the increased staff capacity, we are now in a position to launch an awards program. Staff is proposing to start with up to four award categories based on CALCOG and California themes.

B. STAFF RECOMMENDATION

Endorse the concept of the proposed set of awards at the Regional Leadership Forum.

C. FOUR INITIAL CALIFORNIA-THEMED AWARD CATEGORIES

- **Eureka! Award.** “Eureka!” is a historic exclamation that celebrates discovery and invention. The term is our state motto and adorns the state seal. California—and its regions—continue to embrace the enthusiasm for discovery, as well as the quest for achievement that exemplifies this motto. The Eureka! recognizes regional projects or programs from agencies of various sizes that represent an innovation. Give that the scope of regional governance is broad and varies by region, there are no eligibility limitations on the type or subject area for in this category. It could involve housing, transportation, sustainability, equity, resilience, energy, or any other area of regional governmental responsibility. Innovations may also center on improvements in government reporting, a new service, funding, public engagement, or other elements of collaboration. This award aims to recognize the creative leadership and thinking needed to develop and implement new ideas that can serve as examples or best practices for others to follow. *Members may make nominations; awards will be determined by a jury.*
- **Regional Star Award.** The California Regional Star Award recognizes individuals who have made significant, lasting contributions to regional government leadership throughout their careers. This prestigious honor highlights the recipient's dedication to public service, leadership excellence, and commitment to effective regional government. *Members may make nominations; a selection jury will make a recommendation.*
- **The “Poppy” Award.** The California Poppy is one of our most beautiful and resilient state symbols. It annually graces our hillsides and valleys throughout the state. The Presidential Poppy Award celebrates elected officials, staff and other individuals who exemplify exceptional commitment, creativity, or effort in their service to region and community. This award recognizes acts of all kinds and can be adapted to emphasize strategic priorities. The focus is on effort, service, leadership, and the vision to create more effective outcomes for local communities, the region, and the state. *Members may nominate individuals; selection is made by the Board President as advised by board officers and staff.*

- **Champion for Regions Award.** This Award is specifically for legislators, partners, stakeholders, and policymakers who have carried legislation, forwarded a significant policy, or made substantial contributions to regional governance and the work of regional agencies. This award allows us to recognize the efforts of leaders, allies, and partners that champion the regional programs. This award emphasizes the vital partnerships that are necessary to maintain an environment for regions to thrive. By honoring our legislative regional partners, this award reinforces the importance of leadership, advocacy, and collaboration in building resilient and thriving communities across California. *Recipients must be approved by Board Action.*

D. COMMENTS AND OBSERVATIONS

- **On Brand.** We should be recognizing regional excellence. Enough said.
- **Need to Launch Now to Award in March at RLF.** It will be a tight timeline. But staff is prepared to immediately promote the awards in order to get nominations and make determinations in time for March. Fortunately, there is no shortage of people and programs that could be recognized, so the most difficult problem should be selecting the actual winner rather than having enough qualified nominations.
- **Physical Awards Will Match the Theme.** We are designing the actual awards to match the theme. For example, staff has identified an attractive (and affordable) glass poppy that can be combined with an acrylic base for the Poppy Award. There are also attractive options for the California Star, CALCOG Logo (for the Champion of Regions Award), and Eureka! (in which we are still working on the design to
- **Just Do It.** There is never a perfect time to launch something like this. We know that it won't be a perfect process. Times will be short. There may be unintended bias toward certain types of programs. We will review the process and debrief. The long-term goal is to establish an annual awards program.
- **Work it Into the RLF Program.** Staff's current thinking is to have an Award's Ceremony on the first night of the conference in the early evening.

8. INVESTMENT POLICY CHECK IN

INFORMATION

A. BACKGROUND

This year's budget is substantially larger than any we have had in the past due to new grants and contracts. One side effect is that there will be differences in how cash flow must be managed. This agenda item introduces two cash flow issues. The first is how staff is managing cash. The second involves the need to secure a line of credit.

B. FOR INFORMATION

This is an information item only. Follow up action expected at future board meeting for line of credit issue

C. BRIEF HISTORY OF CALCOG CASH FLOW

CALCOG has always operated on a cash basis without a need for credit. Dues traditionally accounted for 60 percent or more of all revenues. The timing of dues collection means that cash balances are generally higher in the first six months of the fiscal year.

In 2013, the Board adopted a conservative investment strategy that authorized staff to invest funds to seek returns in a safe and secure manner (see attached policy) when cash balances allowed. But the policy has been seldom employed due to subsequent low interest rates and liquidity constraints. It just didn't really "pencil" after accounting for costs and staff time.

D. RECENT CASH MANAGEMENT OPPORTUNITY

Given the higher interest rates and larger cash balances, Staff anticipated bringing forward an investment plan that was consistent with the 2013 investment policy (see next page). However, a recent change in our accounting software has eliminated the need. The software package included a partnership with a FDIC insured bank to open a checking account to process transactions associated with sending out invoices.

Our original plan was to use the new checking account to receive electronic invoice payments and then transfer funds to the primary checking account. This new checking account, however, offers a 5 percent return on funds retained in the account, which is comparable to invested returns we would be able to achieve under a conservative investment strategy.

As a result, staff is transferring excess funds not needed for immediate operations to the new account (which is FDIC insured) in order to get a return on our current positive balances. We can transfer funds between accounts as needed to cover all bills. Because this account is connected to our accounting software, these transactions are tracked by our accounting firm (who has review and pay authority on our primary checking account).

Note: The specific amounts of the balances, as well as the bank and software names, are intentionally omitted from this broadly circulated document to protect against fraud. We have had instances of emails being sent to members attempting to use our information as a pretext gaining sensitive information and account access. Staff can provide this information orally if needed.

E. FUTURE NEED FOR LINE OF CREDIT

The Executive Director believes it is time to review whether it would be prudent to establish a line of credit. The change driving this need is the increased portion of grant and contract revenues in the budget that are received through a reimbursement process. Unfortunately, state processes for reimbursement are not always prompt.

For example, we currently have a substantial five-figure invoice under our Housing Technical Assistant Contract that still awaiting HCD approval 70 days after submittal. (Because we are subcontractor, our invoice is part of a larger package submitted by the primary contractor). In this case, we have sufficient cash balances (from dues) that it is not a problem. But it might not be as easy if we were in the same situation in the last quarter of the fiscal year. In short, it is foreseeable that there may be instances when we may need cash to cover month to month expenses.

To be clear, staff is not seeking approval now. There are still several details that need to be presented to the board beforehand, including the amount of the line of credit, the terms of the arrangement, under what circumstances would accessing it be permitted, how to keep the board and membership informed, as well as identifying best practices around billing to minimize the risks.

Staff intends to research options, costs, best management practices, governance policies, reserve policies, and other details related to establishing a line of credit.

CALCOG INVESTMENTS POLICY AND STATEMENT OF OBJECTIVES

CALCOG should maintain financial systems that will accurately monitor and forecast revenues and expenditures so the CALCOG can invest funds to the fullest extent possible. Funds will be invested in accordance with sound treasury principles with the following priorities:

- **Safety of Principal:** Investments shall ensure the preservation of principal. The Executive Director shall evaluate, or cause to be evaluated, each potential investment, seeking both quality in issuer and in underlying security or collateral.
- **Liquidity:** Investment maturity dates should be compatible with cash flow requirements and permit easy, rapid conversion into cash without substantial loss of value.
- **Return on Investment:** Investments shall attain market rates of return, consistent with constraints imposed by the safety objectives and cash flow consideration.

PRUDENCE

The Executive Director will put forth a best effort to forecast revenues and cash needs to the Board to maximize opportunities for investment return. The Prudent Person Rule applies: “a Trustee shall exercise the judgment and care, under circumstances then prevailing, which persons of prudence,

discretion, and intelligence exercise in the management of their own affairs; not speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.” This rule affords a broad range of opportunities as long as the investment is deemed prudent and is permissible under current law. Specifically, investments will be made only in securities and with financial institutions in which CALCOG is legally empowered to invest such funds, in accordance with the terms and conditions of §§ 53600-53693 of the Gov’t Code.

ACCEPTABLE INSTRUMENTS

CALCOG’s portfolio may include investments in passbook savings accounts, money market/ management checking accounts, or certificates of deposit. Savings accounts may be maintained in local branches of commercial banks and/or savings and loans associations. Amounts maintained in such accounts shall be fully insured by the United States Government or collaterally in a manner acceptable to the Board. If invested in a certificate of deposit, cash may be invested only in federally insured or fully collateralized certificates of deposit. Collateral for given investment, when applicable, must be in accordance with Gov’t Code §53600 *et seq.*

THE INVESTMENT INSTITUTION MUST MEET THE FOLLOWING CRITERIA:

- The institution must not be less than four (4) years old
- The institution must maintain a new worth-to-asset ratio of at least 3.5%, and a positive ^[L]_[SEP]earnings record
- The institution must be located in California

PROHIBITED INVESTMENT PRACTICES AND INSTRUMENTS

Investment practices and instruments that are inconsistent with the first objective of this policy (safety of invested funds) are prohibited. CALCOG shall not engage in leveraged investing, such as margin accounts or any form of borrowing for the purpose of investment.

SUMMARY

CALCOG will strive to maintain the level of investment of funds not immediately active as near to 100% as possible. However, the basic premise underlying the Board’s investment policy is to insure the safety of principal and to provide funds when needed. In order that the CALCOG Board may monitor the handling of invested funds, a full report detailing all investments will be submitted on an annual basis. The CALCOG Board will review the Policy at least once a year and may modify the Policy as appropriate to the CALCOG needs and current law.

9. FALL/WINTER BOARD MEETING

DISCUSSION

A. FOR BOARD DISCUSSION

We want to confirm the timing of the October 29 in person meeting. If the board elects to reschedule, we wanted to share the unique challenges in scheduling a meeting during the months around a major election.

- **Bad Timing?** We want to confirm whether this body wants to actually meet for our in-person meeting on October 29, which is one week before the election.
- **The Challenge of the Fall/Winter Board Meeting in Election Years.** Our experience is that the months before and after a major election are the most difficult to schedule and obtain a quorum. Of course, the time before an election is difficult. But the months right after an election are often the most transitional for our members boards, which carries over to this board. Some board members may be retiring, some may not have gotten elected, new mayors make new appointments to regional boards, and new regional chairs make new appointments to the CALCOG board.
- **Difficult to Discuss Strategy.** The winter meeting is the meeting we often step back and assess broader goals. Thus, there is a challenge having this kind of discussion with so many new board members.
- **Difficult to Quorum.** There are also instances where we have active members who do not have an active board member because their past member is no longer on the regional board and their new president has not made a new appointment yet.
- **But it's not to say we cannot have a good meeting.** It just takes more work this time of year.

B. Some Options:

- Keep the October 29 Date
- Have a series of shorter virtual meetings (because who wants a long virtual meeting?)
- November does not look ideal, with the election, Focus on Future Conference, California Transit Association Conference, and Veterans Day.
- Schedule something in the week after Thanksgiving—which is not too close to the holidays
- Schedule something closer to the holidays (mid December)
- Schedule something during the first week of January.
- Let staff run amok

10. NEW OFFICER APPLICATIONS

INFORMATION

A. SUMMARY

The CALCOG bylaws creates four board officers: the President, First and Second Vice Presidents, and the Immediate Past President. The Bylaws also require the current president to appoint a nominating committee to consider qualified and interested board members to serve as officers. The Committee makes a recommendation that must be approved by the board.

The Nominating Committee is traditionally made up of past presidents and sometimes other board members who have served on the board for a long time. The nomination typically advances the current slate of officers to the next higher position (e.g., second vice president to first vice president) and considers new applicants for the open Second Vice President office.

This is a call for nominations for that open position of Second Vice President. If you are interested in applying for consideration to the position, please send a statement of interest to Sabrina Bradbury at sabrina@calcog.org **October 18**. We will share the nominations with the Nominating Committee, which will bring a recommended slate of officers back to the board at its Fall/Winter meeting.

11. EXECUTIVE DIRECTOR EVALUATION

INFORMATION

A. SUMMARY

President Robert Poythress will provide an update on the executive director evaluation process at the meeting.

Attachment

SANDAG Borders Committee
agenda of September 27, 2024



Borders Committee Agenda

Friday, September 27, 2024

1 p.m.

Welcome to SANDAG. The Borders Committee meeting scheduled for Friday, September 27, 2024, 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/87943913726>

Webinar ID: 879 4391 3726

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/j/87943913726>

All in-person attendees at SANDAG public meetings other than Board of Directors, Policy Advisory Committee members, and SANDAG staff wearing proper identification are subject to screening by walk-through and handheld metal detectors to identify potential hazards and prevent restricted weapons or prohibited contraband from being brought into the meeting area consistent with section 171(b) of the California Penal Code. The SANDAG [Public Meeting Screening Policy](#) is posted on the [Meetings & Events](#) page of the SANDAG website.

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.

SANDAG agenda materials can be made available in alternative languages. To make a request, call (619) 699-1900 at least 72 hours in advance of the meeting.

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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SANDAG operates its programs without regard to race, color, and national origin in compliance with Title VI of the Civil Rights Act. SANDAG has developed procedures for investigating and tracking Title VI complaints, and the procedures for filing a complaint are available to the public upon request. Questions concerning SANDAG nondiscrimination obligations or complaint procedures should be directed to the SANDAG Director of Diversity and Equity at (619) 699-1900. Any person who believes they or any specific class of persons to be subjected to discrimination prohibited by Title VI also may file a written complaint with the Federal Transit Administration.



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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.

[Free Language Assistance | Ayuda gratuita con el idioma | Libreng Tulong sa Wika | Hỗ trợ ngôn ngữ miễn phí | 免費語言協助 | 免費語言協助 | مجانية لغوية مساعدة | 무료 언어 지원 | رایگان زبان کمک | 無料の言語支援 | Бесплатная языковая помощь | Assistència lingüística gratuita | मुफ्त भाषा सहायता | Assistance linguistique gratuite | ផ្ដោយភាសាឥតគិតថ្លៃ | ఉచిత భాషా సహాయం | ການຊ່ວຍເຫຼືອດ້ານພາສາອາວຸດີ | Kaalmada Luqadda ee Bilaashka ah | Безкоштовна мовна допомога | \[sandag.org/LanguageAssistance\]\(http://sandag.org/LanguageAssistance\) | \(619\) 699-1900](#)

Closed Captioning is available

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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

Friday, September 27, 2024

Comments and Communications

1. 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 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

Francesca Webb, SANDAG

Approve

The Borders Committee is asked to approve the minutes from its June 28, 2024, meeting.

[Meeting Minutes](#)

Reports

3. 2024 Bike Anywhere and Tijuaneando en Bici

Elizabeth Hensley-Chaney, Daniel Gomez, Alianza por la Movilidad Activa, A.C.; Tomas Perez-Vargas, Consejo de Desarrollo Economico de Tijuana

Information

Elizabeth Hensley-Chaney, Daniel Gómez, and Tomás Pérez-Vargas will present an overview of activities promoting active transportation on the border, including the celebration of 2024 Bike Anywhere and Tijuaneando en Bici.

[Bike Anywhere and Tijuaneando en Bici](#)

4. Calexico East Port of Entry Bridge Expansion

David Aguirre, Imperial County Transportation Commission

Information

David Aguirre will present an overview of the Calexico East Port of Entry Bridge expansion and related improvements.

+5. 2024 San Diego Regional Tribal Summit Summary

Paula Zamudio, SANDAG

Information

Staff will present a summary of the 2024 San Diego Regional Tribal Summit that took place Friday, June 14, 2024.

[2024 San Diego Regional Tribal Summit Summary](#)
[Att. 1 - Tribal Lands in the San Diego _Updated 8.23](#)
[Att. 2 - Draft 2024 Tribal Summit Summary](#)
[Supporting Materials](#)

Adjournment

6. Adjournment

The next Borders Committee meeting is scheduled for Friday, October 25, 2024, at 1 p.m.

July 26, 2024

June 28, 2024, Meeting Minutes

[View Meeting Video](#)

Vice Chair Carolina Chavez (South County) called the Borders Committee meeting to order at 1:56 p.m.

1. Public Comments/Communications/Member Comments

Public Comments: Truth and The Original Dra.

Member Comments: None.

Consent

2. Approval of Meeting Minutes

The Borders Committee was asked to approve the minutes from its March 22, 2024, meeting.

3. Overview of June 2024 Elections in Mexico

This report provided a general overview of the results of Mexico's 2024 federal elections, held on June 2, 2024.

Public Comments: Truth and The Original Dra.

Action: Upon a motion by Mayor Dane White (North County Inland), and a second by Deputy Mayor Terry Gaasterland (North County Coastal), the Borders Committee voted to approve the Consent Agenda.

The motion passed.

Yes: Vice Chair Chavez, Councilmember Vivan Moreno (City of San Diego), Deputy Mayor Gaasterland, and Mayor White.

No: None.

Abstain: None.

Absent: County of San Diego, Imperial County, and North County Coastal.

Reports

4. SR 11/Otay Mesa East Port of Entry: Binational Agreements

Senior Regional Planner Dr. Andrea Hoff and Senior Legal Counsel Betsy Blake presented the item.

Action: Upon a motion by Deputy Mayor Gaasterland, and a second by Councilmember Moreno, the Borders Committee voted to recommend that the Board of Directors adopt Resolution No. 2024-32, approving and authorizing the execution and delivery of the Amended and Restated Toll Allocation Agreement with Mexico's Ministry of Infrastructure, Communications, and Transportation (SICT), the Toll Governance Agreement with SICT, and the Custodial Agreement with the North American Development Bank and SICT.

Public Comments: Truth and The Original Dra.

5. Adjournment

The next Borders Committee meeting is scheduled for Friday, July 26, 2024, at 1 p.m.

Vice Chair Chavez adjourned the meeting at 2:45 p.m.

DRAFT

Confirmed Attendance at Borders Committee Meeting

Jurisdiction	Name	Member/ Alternate	Attended
South County	Carolina Chavez, Vice Chair	Member	Yes
	Luis Plancarte	Alternate	No
East County	Laura Koval	Member	No
	Patricia Dillard	Alternate	No
City of San Diego	Vivian Moreno	Member	Yes
	Sean Elo-Rivera	Alternate	No
County of San Diego	Joel Anderson	Member	No
	Nora Vargas	Alternate	No
Imperial County	Jesus Eduardo Escobar, Chair	Member	No
	Mitch McKay	Alternate	No
North County Coastal	Terry Gaasterland	Member	Yes
	Ryan Keim	Alternate	No
North County Inland	Dane White	Member	Yes
	Joe Garcia	Alternate	No
Riverside County	Crystal Ruiz	Member	Yes
	Yxstian Gutierrez	Alternate	No
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	Everett Townsend	Member	No
	Roy Abboud	Alternate	Yes
San Diego County Water Authority	Valentine Macedo, Jr.	Member	Yes
	Steve Casteneda	Alternate	No
Southern California Association of Governments	Naresh Amatya	Member	No
	David C. Salgado	Alternate	No
Orange County	Vacant	Member	
	Vacant	Alternate	

July 11, 2023

2023 Bike Anywhere and Tijuaneando en Bici Crossborder Celebration Update

Background

This year, *Bike Anywhere* and *Tijuaneando en Bici* were held on Thursday, May 18. *Bike Anywhere* was first celebrated in the San Diego region in 2021 as a transformed event resulting from the cancellation of the traditional *Bike to Work Day* during the COVID-19 pandemic. *Bike Anywhere* conserves the tradition of *Bike to Work* and is celebrated on the third week of May, which is National Bike Month in the United States. *Bike to Work Day* was originated by the League of American Bicyclists in 1956 to increase public interest in biking and to promote it as an alternative for commuting to work. South of the border, *Tijuaneando en Bici* is the local initiative envisioned by the community to pair the events and reflect the binational spirit of our shared region. The first *Tijuaneando en Bici* was held in 2011, making this year its thirteenth-year celebration. The purpose of this celebration is to remind and to encourage biking across the borders as a viable, fun, and healthy transportation choice for all types of trips, contributing to the reduction of GHG emissions, and to reduce vehicle miles traveled (VMT) in the most transited area of our international border.

Key Considerations

San Diego is part of a shared binational region with Baja California, Mexico, which has a shared population of almost 6 million people. This binational metropolis is connected throughout four unique and busy international land border crossings, where the concept of replacing trips taken by cars with those by some form of active mobility would be extremely beneficial, reducing the impact of the negative externalities linked to car traffic congestion that are felt by communities near the San Ysidro – Puerta México Land Ports of Entry, the busiest international land ports of entry in the world. In this way, for thirteen consecutive years, the crossborder community has joined in on Bike Month celebrations, adding innovative activities that included:

- partnering with the City of Tijuana and the private sector to offer free rides for cyclists using the newly implemented Binational SITT (Tijuana's Bus Rapid Transit Service);
- providing an interactive presentation of current bike infrastructure project for students of the Escuela Libre de Arquitectura of Tijuana;

- realizing a bike ride starting at the Terminal Centro of the city BRT (known locally as the SITT) along Tijuana's Avenida Revolución to the City Hall building in the Zona del Río, where a statement concerning the importance of reducing roadway fatalities in Tijuana (based on the report "[Ni una Muerte Vial](#),") was read and delivered to City Council members.

The organizers, *Alianza por la Movilidad Activa*, A.C. (AMAAC), Tijuana Economic Development Council (CDT), and the San Ysidro Chamber of Commerce, observed the beginning of construction of the Border to Bayshore Bikeway in San Diego and the opportune timing in Mexico to promote intermodal mobility that can match related efforts in the San Diego region, including exploring possibilities for a future crossborder bike crossing, and joining efforts with the Tijuana – San Diego 2024 World Design Capital.

Next Steps:

Participants agreed to continue promoting bike projects and activities in our border region, including exchange of experiences and a visit of citizens and authorities to a selection of bike infrastructure projects that are currently under development in San Diego County.

September 27, 2024

2024 San Diego Regional Tribal Summit Summary

Overview

The San Diego region is home to 18 Native American reservations represented by 17 tribal governments, the most in any county in the United States. Executive Order 13175 requires consultation and coordination with tribal governments.

SANDAG has a significant history working with tribal governments in the region. As part of the government-to-government framework established by SANDAG and the Southern California Tribal Chairmen's Association (SCTCA), a Tribal Summit has been convened by the leaders of both groups typically every four years since 2002 with the last Summit being held in 2018.

The 2024 Tribal Summit was held Friday, June 14, 2024. It brought together the Board of Directors and tribal leaders to discuss areas of mutual interest and identify collaborative opportunities.

Key Considerations

The agenda for the 2024 Tribal Summit included information on the history of the SANDAG tribal program, an overview of tribal sovereignty and provided a forum for leaders to engage in policy level discussions to identify additional efforts and areas for future collaboration. Topics discussed included transportation, climate, energy, cultural resources, and public safety. The Tribal Summit forms part of the tribal consultation process for the 2025 Regional Plan, which is currently in development. It provided a timely opportunity for tribal input regarding transportation and regional planning issues, in addition to the chance to reconvene tribal leaders and the Board after a six-year hiatus.

There are several current ongoing collaboration efforts between SANDAG, the SCTCA and individual tribal nations that were discussed during the Summit.

- SANDAG and SCTCA are jointly administering a tribal housing grant program funded through the SANDAG Regional Early Action Planning grant (REAP 2.0) allocation that is providing \$3.4 million to tribes to advance housing on or near tribal reservations.
- SANDAG is working closely with Caltrans to advance two tribal priority capital projects: interchange improvements to I-8 at West Willows Road and realignments to SR 76. \$5 million has been allocated for these projects.
- SANDAG and SCTCA were jointly awarded nearly \$500,000 to improve tribal internet services provided through the Tribal Digital Village.
- SANDAG and the La Jolla Band of Luiseno Indians applied jointly and were awarded a grant to develop a regional vision zero action plan as well as a plan specifically for the tribe.
- SANDAG is collaborating with SCTCA and tribes on efforts to include new tribal priorities in the 2025 Regional Plan initial concept.

Action: Information

Staff will present a summary of the 2024 San Diego Regional Tribal Summit that took place Friday, June 14, 2024.

Fiscal Impact:

Tribal Consultation is budgeted in FY 2024 Overall Work Program Project No. 3100404

Schedule/Scope Impact:

None.

A summary of the Tribal Summit recommendations is outlined below and detailed in the Tribal Summit Summary (Attachment 2).

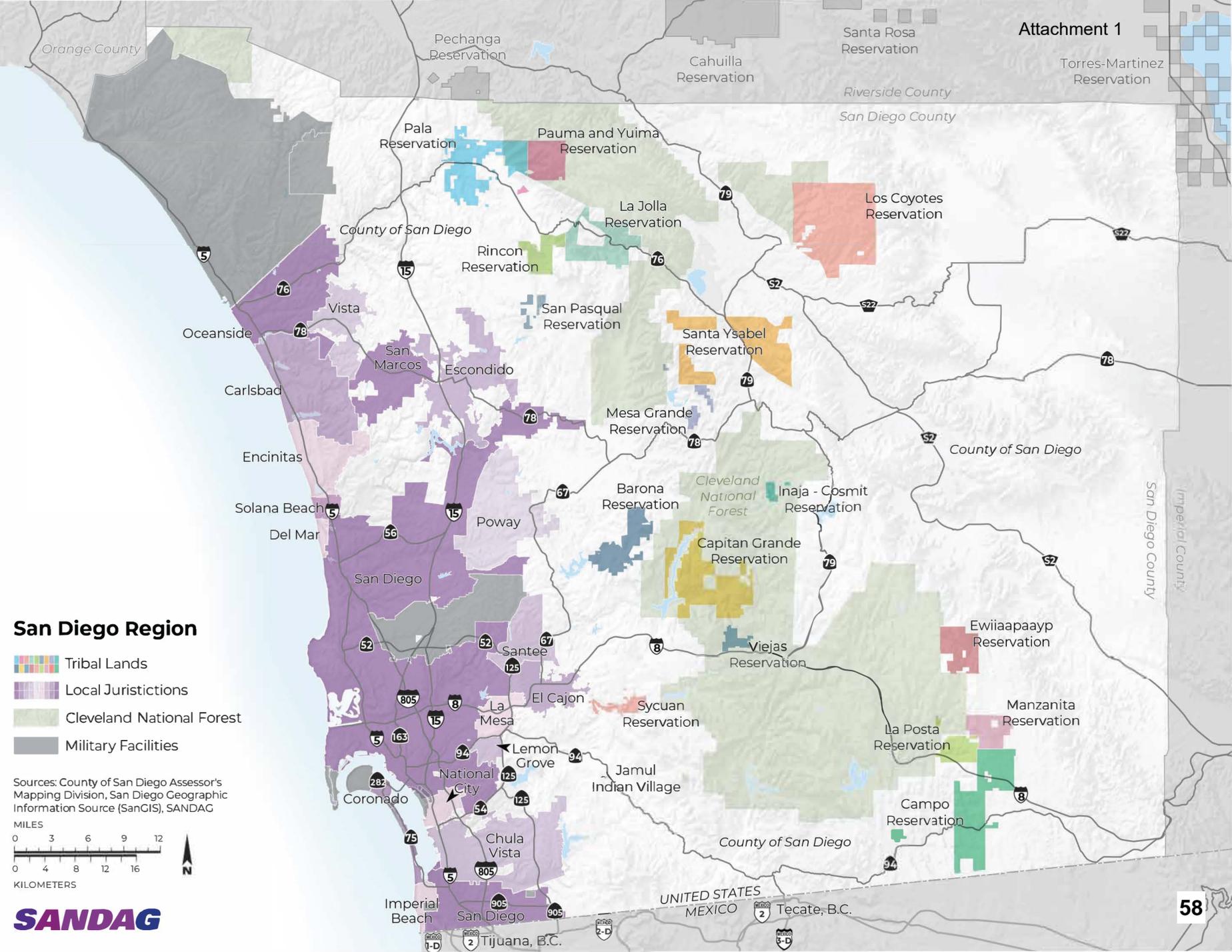
- Evaluate the frequency of Tribal Summits and continue to collaborate with federally recognized tribes.
- Assess the potential for voting power for the tribal representative on the SANDAG Board.
- Further strengthen tribal relations and prioritize funding for rural and tribal projects.
- Improve CEQA consultation process between SANDAG staff and tribes related to tribal cultural and natural resources.
- Ensure Vision Zero safety work aligns with broader sustainability and safety objectives.

Next Steps

Staff will continue to work with tribal leaders and staff to advance tribal priorities and act on Tribal Summit recommendations, working closely with the SCTCA, the Interagency Technical Working Group on Tribal Transportation Issues (TTWG), the Tribal Task Force and SANDAG leadership. Staff will provide an overview of the Tribal Summit and present the Tribal Summit Summary at the September TTWG meeting and will share an update with the SANDAG Board.

Antoinette Meier, Senior Director of Regional Planning

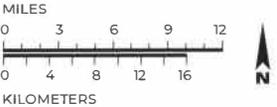
Attachments: 1. Tribal Lands in the San Diego Region
 2. Draft 2024 Tribal Summit Summary



San Diego Region

-  Tribal Lands
-  Local Jurisdictions
-  Cleveland National Forest
-  Military Facilities

Sources: County of San Diego Assessor's Mapping Division, San Diego Geographic Information Source (SanGIS), SANDAG



DRAFT 2024 Tribal Summit Summary

Introduction

On June 14, 2024, the Pala Band of Mission Indians hosted the 2024 San Diego Regional Tribal Summit (“Tribal Summit”). The Tribal Summit was the result of collaboration between the San Diego Association of Governments (SANDAG) and the Southern California Tribal Chairmen’s Association (SCTCA). The purpose was to bring together elected leaders from the 19 local governments that make up the SANDAG Board of Directors and the 17 federally recognized tribal governments in the San Diego region to discuss policy issues of mutual interest related to transportation and regional planning. The goal was to identify priority actions that could be addressed through continued collaboration and coordination. In particular, the Tribal Summit forms part of the tribal consultation process for the 2025 Regional Plan, which is currently in development. The Tribal Summit provides a timely opportunity for tribal input regarding transportation and regional planning issues.

The 2024 Tribal Summit marked the sixth time a Tribal Summit was held. The first took place in downtown San Diego at SANDAG offices in 2002. Since then, a Memorandum of Understanding (MOU) has been established between SANDAG and SCTCA, outlining an advisory role for the SCTCA on the SANDAG Board of Directors and the Policy Advisory Committees.

- See the [2024 Tribal Summit Agenda](#)
- Watch the [2024 Tribal Summit Recording](#)

Summary

The purpose of this summary is to summarize the event, help inform the development of the 2025 Regional Plan, and to identify opportunities for continued collaboration between SANDAG and SCTCA. Presentations and other information distributed at the Tribal Summit have been summarized for the purpose of identifying key priorities and issues raised. This Summary is not meant to act as a full transcript of the event, but rather a summary of the themes covered and a sample of some of the discussions that took place. A recording of the full Tribal Summit can be watched at the link provided.

Welcome and Opening Remarks

Nine tribal nations and fifteen jurisdictions were in attendance, as well as representatives from Caltrans District 11, SCTCA, Bureau of Indian Affairs, and local transit service operators. The tribal nations represented included the Barona Band of Mission Indians, Lipay Nation of Santa Ysabel, Jamul Indian Village of California, La Jolla Band of Luiseño Indians, La Posta Band of Mission Indians, Manzanita Band of the Kumeyaay Nation, Pala Band of Mission Indians, Pauma Band of Luiseño Indians, and Rincon band of Luiseño Indians. City and County jurisdictions represented included the County of San Diego and the Cities of Carlsbad, Chula Vista, Del Mar, Encinitas, Escondido, Imperial Beach, La Mesa, Lemon Grove, National City, Oceanside, San Diego, Santee, Solana Beach, and Vista. City of Solana Beach Mayor Lesa Heebner called the meeting to order on behalf of Chairwoman Nora Vargas, who had a limited capacity for speaking due to a medical condition. Mayor Heebner expressed her continued interest in strengthening partnerships with Tribal nations through SANDAG and independently, while thanking the Pala Band of Mission Indians and SCTCA Chairman Robert Smith for hosting the meeting. This was followed by a land acknowledgment and public comment period.

After public comments concluded, board members and tribal leaders recognized SANDAG CEO Coleen Clementson for her achievements on her last day and last Board of Directors meeting at SANDAG.

Chairman Smith then introduced senior member of Pala Band of Mission Indians Eric Ortega to share a blessing for the meeting. Afterwards, Board members and tribal representatives introduced themselves and shared brief remarks, with many expressing their interest in efficient collaboration between tribes and jurisdictions and sharing a continued concern for the protection of our lands.

Tribal Sovereignty and its Intersection with Social Equity

- Dr. Theresa Gregor, Associate Professor CSU Long Beach | lipay Nation of Santa Ysabel | Yaqui Nation

A video produced by SCTCA was shared with information on how the United States Constitution and treaties recognize Native American communities as sovereign nations within the territorial boundaries of the United States. In the San Diego region, there are 17 federally recognized tribal governments and 18 reservations — the most in any county in the United States. The video elaborated on the nuances of tribal sovereignty and the tribal nations in the San Diego region, featuring tribal elders and leaders from different tribes across the region who spoke on the importance of tribal sovereignty.

In the video, several tribal leaders outlined the significance of tribal sovereignty. For example, Sycuan Band of the Kumeyaay Nation Chairman Cody Martinez stated that it is the responsibility of tribes to “educate not just the public on sovereignty, but also tribal youth” who will keep their tribe’s legacy and history alive in the video.

Overall, the video set the context for why understanding tribal sovereignty is critical to establishing government-to-government dialogue on planning issues. Tribal nations are subject only to federal law and, in certain circumstances, to compacts negotiated with the surrounding state. Tribes in the San Diego region will continue to grow and develop, and sovereignty ensures their existence and power to be not only self-governing, but also self-sustainable in terms of housing, transportation, education, public safety, and other areas of public policy.

After the video, Dr. Gregor elaborated on the relationship tribal sovereignty has with planning. Tribal sovereignty, as she put it, grants tribes specific rights related to transportation and resource planning, requiring that planners fulfill additional responsibilities such as cultural monitoring. This approach differs from the broad application of equity principles to all populations across the entire region, as it acknowledges the unique status and needs of tribal communities.

Tribal Program History and Collaborative Planning Efforts Since the First Tribal Summit

- Coleen Clementson, SANDAG Interim CEO

For nearly 20 years, SANDAG has worked with regional tribal nations to incorporate their priorities into SANDAG’s planning and project selection program. In doing so, it has developed one of the most well respected and highlighted tribal engagement models in the state. It has also resulted in planning elements and project selection that reflect tribal input and have strengthened the transportation network within San Diego County.

The framework created between SANDAG and the SCTCA incorporates tribal needs and perspectives into regional planning. In 2007, SANDAG and SCTCA signed an MOU, which provided advisory members on the SANDAG Board of Directors and Committees, including the Transportation, Borders, Regional Planning, and Public Safety policy committees. SCTCA is a consortium serving 25 federally recognized tribal nations.

The MOU is a unique government-to-government framework between tribal governments and a Metropolitan Planning Organization (MPO) that supports meaningful engagement in complex regional planning and policy decisions. This type of arrangement is uncommon at the local or regional levels as it has been most commonly applied at the state and federal levels.

City of Encinitas Mayor Kranz pointed out the unique and complex interpersonal relationships that tribes have with each other, noting that these dynamics are often not fully understood by outside entities. He described an experience of understanding historic tribal lands within the City of Encinitas and elaborated that the boundaries of current tribal reservation lands do not necessarily reflect the historical territories where tribes have lived and existed for generations. This misalignment can complicate contemporary issues of governance, resource management, and cultural preservation. Rincon Band of Luiseño Indians Chairman Bo Mazzetti brought attention to the varying forms of tribal recognition at the state and federal levels, stressing that city jurisdictions should be aware of these differences when facilitating their relationships with tribes. He explained that tribal recognition can significantly impact the legal and political standing of tribes, influencing their access to resources, governance capabilities, and interactions with other governmental entities. Chairman Mazzetti urged city officials to educate themselves on these distinctions to foster more effective and respectful collaborations with tribal nations that are federally recognized. City jurisdictions can better support the needs and sovereignty of the tribes they work with by acknowledging and understanding the different levels of recognition. Chairman Mazzetti spoke several times with related comments during this initial discussion.

Mayor Minto of the City of Santee followed up on Mayor Kranz's comments and shared an experience of an entity misrepresenting themselves. He agreed that jurisdictions should be knowledgeable of different levels of tribal recognition and diligent in vetting their potential partners. Mayor Minto continued by reflecting on his past involvement with the Tribal Summit, touching on his experience overcoming ignorance through the mutual learning and sharing these meetings facilitate. He concluded by remarking on how far the tribal consultation program has come since its inception.

Deputy Mayor Rick Robinson of Oceanside urged SANDAG to prioritize safety in their plans. He elaborated that SR 76 is a dangerous corridor for all types of vehicle travelers, whether that is by motorcycle, car, RV, etc. Robinson highlighted that the safety of the roadways impacts which modes of transportation are viable and has a profound impact on tribal members' quality of life as well. East County roads are similarly neglected according to the deputy mayor.

SCTCA Perspectives on Regional Collaboration

- Chairman Robert Smith, SCTCA Chair | Pala Band of Mission Indians

Chairman Smith shared an overview of the SCTCA and the relationships between local and tribal governments, as well as how collaboration efforts have evolved. Central planning does not adequately address the needs of rural networks in the unincorporated north and east parts of

the county. As a result, smaller populations with specialized needs and interests, such as tribes, often lose representation in existing regional forums.

Rincon Chairman Bo Mazzetti shared his planning fatigue after personally seeing little capital improvements or quality of life improvements in 24 years of engagement. The chairman expressed that he felt rural lands were overlooked by existing planning frameworks, which concentrate resources in urban areas. From his perspective, the region only secured funding for the one bus route that services his area due to tribal involvement. He also reiterated how the dangerous road conditions for cyclists on Palomar Mountain Road through Pala Reservation, as well as “Dead Man’s Curve” on SR 76, have persisted for over a decade as a result of planning neglect. Supervisor Joel Anderson went on to talk about the County of San Diego’s efforts to include an advisory role on the Board of Directors to represent the 600,000 constituents in unincorporated San Diego County. He also expressed his disappointment in the lack of delivery on a light rail trolley to Ramona, which, he added, would also contribute to the region’s VMT reduction goals and provide key opportunities for workforce housing. The supervisor pointed out his belief that the methodology in tracking VMT is flawed, as trips originating from outside and terminating within San Diego County are not included according to him. He shared that tribes are the number one employer in his district. Finally, he asserted that the unincorporated advisory role on the SANDAG Board should be a voting position.

Deputy Mayor Katie Melendez of Vista concurred that central planning has excluded her jurisdiction from relevant planning decisions as well. She asserted that while there is value in participation, it doesn’t always translate to investment. She encouraged more opportunities to have conversations de-centering San Diego and advocated for north county communities of all kinds to share resources.

Chairwoman Nora Vargas advocated for a yearly Tribal Summit to address the communication gaps, lack of project delivery, and dissatisfaction with representative capacity pointed out previously by her colleagues. She reiterated that having clear goals and objectives would improve the disconnect between representatives and planners, and even suggested different meeting formats such as brainstorming to promote collaboration.

Association of Planning Groups Representative Robin Maxson raised issues of neglect on rural roads and how people using different roads around the county should have a similar experience. In her opinion, we need to be equitable for how we’re planning and funding infrastructure and maintenance for all parts of the county.

Councilmember Jack Shu brought up equity and his concern that the term is not used correctly as well as the need to look at funding and land use even as far back as 200-300 years ago. He discussed the road usage charge not being equitable and the current system being misunderstood, with rural populations paying more than their share under the current system. He shared his belief that rural communities cannot continue to ask for the same types of projects, with microtransit being one potential solution to serve rural areas versus some of the solutions that have been asked for in the past, like expanding roadways.

Mayor Minto of Santee went on to discuss the lack of bus transit in his jurisdiction as a result of defunding and the apparent lack of investment in transit east of I-15. He also expressed that the current advisory role of the SCTCA on the SANDAG Board is not sufficient for tribal representation and proposed that in 2025 the SCTCA be a voting member on the Board.

Del Mar Deputy Mayor Terry Gaasterland followed up by saying she's been requesting a map of transit deserts and that transit connectivity to east county from Del Mar is also lacking and a potential area of collaboration.

Caltrans Acting Deputy Director Roy Abboud mentioned the Caltrans State Highway Operation and Protection Program (SHOPP) as one resource for maintenance of rural roads and the desire to continue to engage with tribes as Caltrans develops projects in rural areas to make sure tribal nations are aware and included.

Mayor Vazquez of the City of Lemon Grove questioned how SANDAG makes sure that projects are delivered in rural areas and pointed out that the difference between planning for improvement and actual construction is having money. She also shared how Lemon Grove sets aside funding for a specific purpose and questioned whether SANDAG should set aside funding specifically for tribal construction projects.

Board members overall noted that rural projects do not receive funding in an equitable or timely manner, despite continued participation in regional planning.

Areas of Mutual Interest: Transportation

- SANDAG overview of projects and tribal collaboration efforts, Antoinette Meier, Senior Director of Regional Planning

Planning Director Antoinette Meier shared areas of collaboration between SANDAG and tribes in the region, including the Intraregional Tribal Transportation Strategy (ITTS), a document which outlines priority strategic actions for transportation infrastructure and funding, transit opportunities, and technical assistance for tribes. The ITTS was a result of the 2014 Tribal Summit and has been updated to better align with evolving priorities of tribal nations. SANDAG presented updates on two identified early action priority projects: the I-8 and Willows Rd interchange and curve alignment on SR 76 projects, including delays in the consultant procurement process. In addition, Meier shared information on the tribal priority projects included in the initial concept for the 2025 Regional Plan. Other areas of collaboration between SANDAG and tribes were shared, including Vision Zero research and outreach efforts to reduce traffic fatalities and injuries; digital equity initiatives for fiber and broadband internet connection; and housing, land use, and climate programs.

- North County Transit District transportation updates, Katie Persons, Director of Service Planning

North County Transit District shared new transit services and routes as well as upgrades to existing services relevant to tribal governments. Persons provided a brief overview of services that NCTD offers and elaborated on the Breeze fixed bus routes, Lift paratransit shuttle services, and new NCTD+ microtransit program. The Breeze 388, in particular, is a fixed bus route offered by NCTD that serves four tribal nations: San Pasqual Band of Mission Indians, Rincon Band of Luiseño Indians, Pauma Band of Luiseño Indians and Pala Band of Mission Indians. This route operates all week and connects to 19 other transit routes and services. Additionally, the LIFT Paratransit service is available for customers unable to use fixed-route services due to disability or medical conditions. The service requires passenger certification and advance reservations. Currently, the LIFT Paratransit service boards 93,000 passengers per year and serves Escondido, Fallbrook, Vista, Oceanside, Carlsbad, Encinitas, Solana Beach,

Del Mar, and up to Pala Reservation. NCTD's most recently launched service, the NCTD+ microtransit shuttle, is a shared on-demand service operating within a defined service area powered by app-enabled dynamic routing. This microtransit option complements existing fixed routes as a solution to first- and last-mile connectivity gaps. Considerations for where to deploy microtransit shuttles include equity (disadvantaged communities by minority population, low-income, disabled status, or zero-vehicle households), transit connectivity, efficiency (average wait time, average passenger count), and points of interest (community amenities and services). Current proposed microtransit zones include Fallbrook to Pala Reservation including Palomar College, with October 2025 as the planned implementation date. At the conclusion of her presentation, Persons re-iterated the many opportunities for partnership that exist for tribes with NCTD, such as grants and funding opportunities and local development or bus stop improvements.

- Caltrans Updates, Karen Islas, Caltrans Senior Transportation Engineer, District 11 Native American Liaison

The California Department of Transportation (Caltrans) District 11 presentation focused on the introduction of Senior Transportation Engineer and Tribal Liaison, Karen Islas, functioning as the conduit of information, linkage to higher levels of authority and communication for the Department with tribal governments. The presentation content began with five areas of interest obtained during previous months of engagement. In the middle mile broadband network (MMBN) effort, Islas elaborated on the role of Caltrans under the oversight and direction of the California Department of Technology (CDT) and been tasked with completing the environmental compliance, design, permitting and construction of MMBN infrastructure. Currently, the broadband network is still in preliminary details with continuous updates from CDT, where constant collaboration with Tribal Nations will be key for any future delivery success. In the main routes area updates, upcoming projects were shared on projects happening along SR-94, I-8, and SR-76. These were selected as work is expected to be in progress within the next year and the projects could be of interest to tribal nations. It was also reiterated about Caltrans District 11 upcoming oversight and collaboration with SANDAG-led projects of I-8 at West Willows Road and SR 76 improvements. Islas shared that one of her goals as the newest District Tribal Liaison is to involve tribal governments as early and often as possible during Caltrans' project development process and continuing that engagement throughout each phase. She asserted that establishing a point of contact is an effective way to maintain productive communication about project updates. Moreover, Islas shared available grant funding opportunities at state and federal levels by means of the quarterly-generated Tribal Infrastructure Investment and Jobs (IIJA) Act Newsletter, expressing the importance of continuous collaboration due to each tribal nation having different areas of interest for these grants. Lastly, an alternative to communicate with District 11 about non-emergency items with staff continuously monitoring was also shared.

Luncheon

Lunch was held and participants held informal discussions on the topic of transportation as well as others.

Areas of Mutual Interest: Cultural Resources

- Procopio, Ted Griswold, Partner

Procopio Partner Ted Griswold shared perspectives on cultural resources as a trusted partner to several tribes in the region. His comments included how the protection of cultural resources is necessary for the continuation of Indigenous culture. Good governance requires valuing, locating, protecting, and stewarding these resources in a manner defined by the originating tribes. Cultural resources can include items, landscapes, topographic features, sacred sites, and conglomerations of sites.

According to Griswold, NEPA and CEQA alone are not sufficient to fully understand cultural resource monitoring; without tribal consultation and collaboration, any efforts at cultural monitoring would be incomplete. Historical persecution and subsequent safeguarding of indigenous culture have led to the loss or obscuring of tribal cultural resources and traditional ways of doing things.

Points of prominence are critical locations that planners should be educated on concerning cultural resource monitoring. Unfortunately, these points have often been obscured due to development over or destruction of tribal lands.

Councilmember Bruce Durbin expressed concern that the current CEQA letter-writing process between planners and tribes is disjointed, particularly when it comes to aligning priorities concerning cultural and natural resources. He highlighted that this misalignment stems from a fundamental gap in understanding between planners and tribal communities. Councilmember Durbin called on planners and elected officials to make concerted efforts to bridge this gap, emphasizing the importance of recognizing and respecting the cultural ways in which tribes communicate and identify their priorities. He stressed that tribal priorities are often articulated in manners that may be unfamiliar to planners, and bridging this understanding is crucial for effective collaboration.

Bureau of Indian Affairs (BIA) Representative Chu Wei elaborated on the support that the BIA can provide to tribes, particularly in navigating the NEPA process. He mentioned that the BIA is equipped to assist with various aspects of this process, ensuring that tribal concerns and priorities are adequately addressed. Additionally, Wei highlighted the role of the BIA in facilitating data sharing between agencies, which can enhance the overall effectiveness and efficiency of resource management and planning efforts involving tribal lands and interests.

Areas of Mutual Interest: Climate

- SANDAG's Priority Climate Action Plan, Susan Freedman, SANDAG Climate Planning Manager

The San Diego Regional Priority Climate Action Plan (PCAP) was developed by SANDAG through a U.S. Environmental Protection Agency (EPA) grant to address climate pollution and promote sustainability. The PCAP identifies near-term priorities to reduce greenhouse gas emissions from transportation, buildings, and energy by 2030. Key initiatives within this strategy include increasing the adoption of electric vehicles, expanding active transportation opportunities and transit incentives, and increasing rooftop solar and battery storage.

The PCAP is particularly relevant to tribal interests, as it aligns with many of the environmental and sustainability goals of tribal communities. The strategy focuses on initiatives that would benefit all communities in the region and that would be implemented through collaboration and coordination. Collaborative efforts between SANDAG and tribal communities under the PCAP

framework could lead to more effective and culturally sensitive approaches to climate action, ensuring that the unique needs and perspectives of tribes are incorporated into regional sustainability initiatives.

Several tribal communities have also developed their own PCAPs through EPA grant funds. These tribal PCAPs are tailored to the specific environmental, cultural, and economic needs of each tribe. Over the next year, SANDAG will be building on the PCAP to develop a long-term climate plan that identifies climate actions through 2050, providing more opportunities for collaboration with tribal communities.

This collaboration not only supports the environmental goals of tribal communities but also strengthens their capacity to address climate challenges independently. By working together, SANDAG and the tribes can share knowledge and resources, leading to more comprehensive and integrated climate action across the region. This partnership highlights the importance of including tribal perspectives in regional sustainability initiatives and ensures that the benefits of climate resilience and sustainable development are equitably distributed.

- Disaster Preparedness and the Intertribal Long Term Recovery Foundation, Dr. Theresa Gregor, Associate Professor CSU Long Beach | lipay Nation of Santa Ysabel | Yaqui Nation

Emergency and disaster preparedness resource planning for tribes is of paramount importance due to the unique challenges these communities face. The Intertribal Longterm Recovery Foundation, founded in 2009, plays a crucial role in this area by assisting with disaster response initiatives in tribal communities. The foundation provides a wide range of resources to tribes across the country, ensuring that emergency services are available and tailored to the specific needs of Indian Country. Their efforts include offering grant technical assistance and scholarships aimed at introducing youth to first responder professions and related fields, thereby fostering a new generation of trained individuals within tribal communities who can respond effectively to emergencies.

The Intertribal Longterm Recovery Foundation addresses these vulnerabilities by focusing on building capacity within tribal communities through training, preparedness and recovery education, resource allocation, and youth engagement. Their work helps ensure that tribes are not only better prepared to handle emergencies but also more resilient in the face of future disasters. This approach to disaster preparedness and response planning is essential for mitigating the heightened risks that tribal communities face and for promoting long-term recovery and resilience.

Despite ongoing efforts, significant challenges and gaps persist. Sovereignty continues to be misunderstood, underscoring the importance of cultural understanding. Tribal isolation, coupled with existing social and economic disadvantages, heightens vulnerability during and after disasters. Preparedness needs to become a routine practice, even in times of calm. There is a lack of funding, and tribal residents need access to relevant information and tools to motivate behavioral change. Not all tribes have the capacity to respond effectively, making it crucial to maintain updated plans and programs.

Areas of Mutual Interest: Energy

- Tribal Energy and Climate Collaborative Overview, Shasta Gaughen, Pala Band of Mission Indians, Environmental Director and Tribal Historic Preservation Officer

The Tribal Energy and Climate Collaborative, developed with funding from the California Strategic Growth Council's Regional Climate Collaboratives (RCC), focuses on energy projects and climate adaptation. This initiative mirrors the structure of the SCTCA, aiming to strengthen the link between energy projects and climate adaptation, which are inextricably connected for tribes.

For non-gaming tribes, the clean tech and energy industry represents a significant economic development opportunity. By participating in this collaborative, tribes can explore and implement innovative energy solutions that not only address their unique needs but also foster economic growth within their communities. The collaborative opens an avenue for tribes to advocate for their interests in energy and climate policy at the California Public Utilities Commission (CPUC), ensuring that their voices are heard and considered in state-level decision-making.

The Tribal Energy and Climate Collaborative facilitates the development of a robust network among government agencies, non-profits, non-governmental organizations (NGOs), and academic institutions. This network is instrumental in developing ideas that could provide clean energy technologies that benefit the entire region. By leveraging the expertise and resources of these diverse partners, the collaborative aims to implement sustainable energy solutions and climate adaptation strategies that not only enhance tribal resilience but also contribute to the broader regional goals of sustainability and environmental stewardship. Through this integrated approach, the collaborative underscores the importance of partnerships in advancing clean energy initiatives and addressing the pressing challenges of climate change.

Gaughen elaborated on the importance of local manufacturing for workforce and economic development within tribal communities, highlighting that these activities are crucial for building a self-sustaining economy. She emphasized that while the primary goal is to foster economic growth and create job opportunities on tribal reservations, the sale and export of technology developed through these initiatives are not intended to be confined solely to tribal lands.

Areas of Mutual Interest: Public Safety

- Murdered and Missing Indigenous People Efforts, California Statewide Feather Alert Program, Chairwoman Erica Pinto, Jamul Indian Village

The normalization of violence towards Indigenous people significantly contributes to the underreporting and undercounting of Missing and Murdered Indigenous Persons (MMIP) cases. Alarming, 84% of Indigenous women experience violence in their lifetime, and they face a homicide rate ten times higher than the national average. This violence is further exacerbated by the historical trauma inherited by Indigenous peoples, which is compounded by poor access to essential resources such as healthcare, affordable groceries and amenities, education, transportation, and economic opportunities within their communities.

Federal initiatives like Savanna's Act aim to address these issues by improving data collection on tribal matters, thereby enhancing the identification of MMIP cases and the allocation of necessary resources. Additionally, the Feather Alert Program is an important statewide initiative

that helps in locating missing persons by organizing search efforts and disseminating alerts about missing individuals.

Addressing the crisis of MMIP requires a multi-layered approach focused on education, support, and systemic change. Education is crucial; individuals, governments, and communities need to understand the historical trauma and systemic issues that contribute to the vulnerability of Indigenous people. Supporting the MMIP movement involves using one's voice to raise awareness, advocating for policy changes like Savanna's Act, and participating in programs such as the Feather Alert. Building trust and respect between Indigenous communities and law enforcement is essential for creating safer communities. Understanding the severity of this crisis, actively listening, and taking action within your capacity can help create safer lives for Indigenous people.

- Update on Transportation Safety, Samuel Sanford, SANDAG Senior Regional Planner

Indigenous people are also disproportionately represented in serious injury and fatal car crashes in San Diego County. The SANDAG Traffic Safety Data Dashboard utilizes data from incident reports filed by police officers at the scene of car crashes. This data is critical for understanding and mitigating traffic-related injuries and fatalities among Indigenous populations. Furthermore, the Highway Safety Improvement Program includes set-asides specifically for tribes and rural challenge areas, providing targeted funding to improve traffic safety in these communities.

Local tribes, such as the La Jolla Band of Luiseño Indians, have actively participated in the Safe Streets and Roads for All program. They were awarded in FY 2022 and have begun to develop a Comprehensive Safety Action Plan (CSAP). This initiative aims to create recommendations and planning designs in collaboration with local, state, and regional governments, ultimately enhancing road safety and reducing traffic-related incidents for Indigenous populations.

Councilmember Shu proposed that the Vision Zero safety framework should incorporate Vehicle Miles Traveled (VMT) reduction strategies and alternative modes of transportation. He stated that these elements are critical for creating a comprehensive approach to road safety, as reducing the number of vehicle miles traveled can directly decrease the likelihood of traffic incidents, and promoting alternative transportation modes can enhance overall community safety and sustainability.

In addition, Councilmember Shu encouraged fellow jurisdictions to apply for the Safe Streets and Roads for All (SS4A) grant, citing the established policy in La Mesa as a model. He highlighted the positive outcomes achieved in La Mesa, suggesting that other areas could similarly benefit from the grant's resources and support, leading to improved road safety and infrastructure across the region.

Caltrans representative Roy Abboud shared the availability of technical assistance for tribes interested in the SS4A and Highway Safety Improvement Program (HSIP) grants. He emphasized the value of the grant program, pointing out that it provides essential funding and resources that can significantly enhance traffic safety measures within tribal communities.

2024 Tribal Summit Recommendations

Several recommendations were given during the discussions held throughout the day. A consolidated summary is included below:

- Increase the frequency of Tribal Summits.
- Jurisdictions should only work with federally recognized tribes.
- Add voting power for tribal advisory representative on the SANDAG Board of Directors.
- Strengthen tribal relations by supporting land into trust process, creating processes informed by tribal knowledge that empower tribes in the region, provide culturally responsive services, expand opportunities for interlocal agreements and support and protect indigenous data sovereignty.
- Prioritize fair funding distribution for rural projects/create a tribal set aside.
- Bridge the gap between the current CEQA letter-writing process and planners understanding of tribal cultural and natural resources.
- Incorporate Vehicle Miles Traveled (VMT) reduction and alternative modes of transportation into the Vision Zero safety framework to align with broader sustainability and safety objectives.

Public Comment

Six public comments were heard.

Closing Remarks and Next Steps

Adjournment

Meeting adjourned at 2:33 p.m. on June 14, 2024.

Appendix

Item 1. SANDAG and SCTCA Board of Directors Meeting Attendance

Tribal Nation/Jurisdiction/Organization	Representative in Attendance
Barona Band of Mission Indians	Chairman Raymond Welch
Campo Kumeyaay Nation	
Ewiiapaayp Band of the Kumeyaay Nation	
Iipay Nation of Santa Ysabel	Councilmember Bruce Durbin
Inaja-Cosmit Reservation	
Jamul Indian Village of California	Chairwoman Erica Pinto
La Jolla Band of Luiseño Indians	Councilmember Jack Musick Sr.
La Posta Band of Mission Indians	Councilmember Eric LaChappa
Los Coyotes Band of Cahuilla/Cupeño Indians	
Manzanita Band of the Kumeyaay Nation	Chairman John Elliott
Mesa Grande Band of Mission Indians	
Pala Band of Mission Indians	Chairman Robert Smith (SCTCA)
Pauma Band of Luiseño Indians	Tribal Administrator Maria Celli
Rincon Band of Luiseño Indians	Chairman Bo Mazzetti
Rincon Band of Luiseño Indians	Vice Chair Joseph Linton
Rincon Band of Luiseño Indians	Councilmember John Constantino
San Pasqual Band of Diegueño Indians	
Sycuan Band of the Kumeyaay Nation	

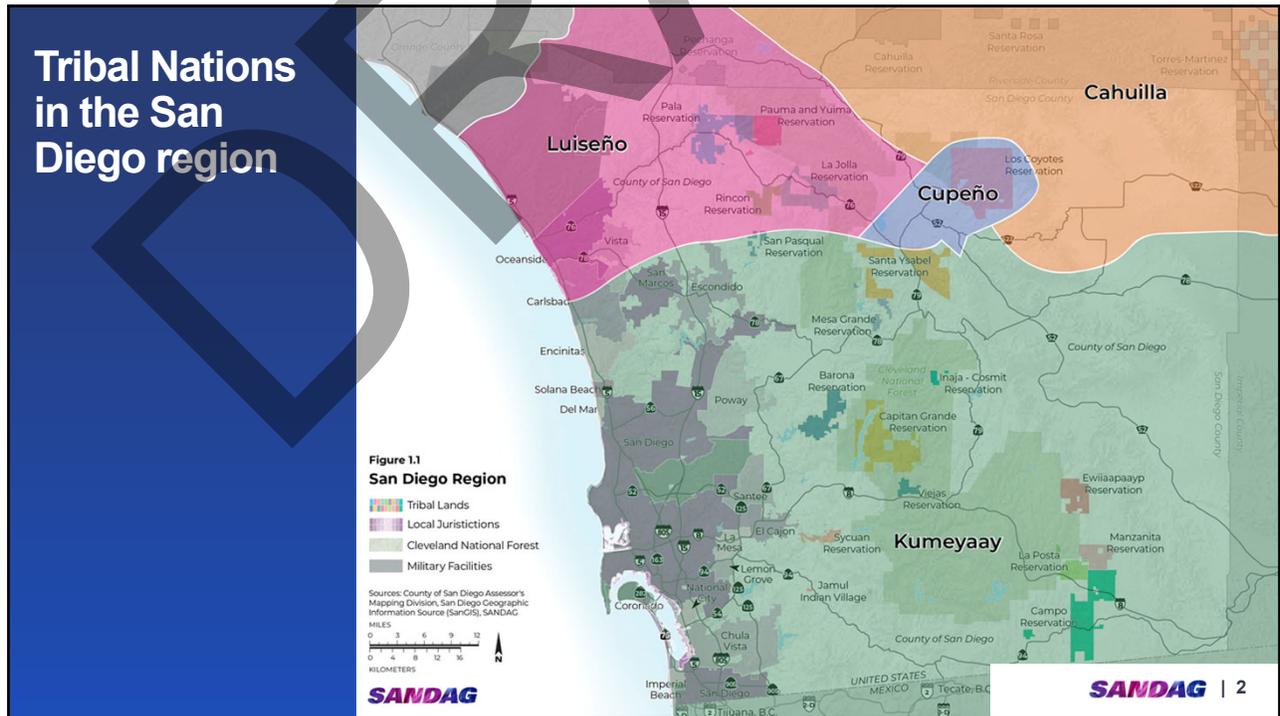
Tribal Nation/Jurisdiction/Organization	Representative in Attendance
Viejas Band of the Kumeyaay Nation	
City of Carlsbad	Councilmember Melanie Burkholder
City of Chula Vista	Councilmember Carolina Chavez
City of Coronado	
City of Del Mar	Deputy Mayor Terry Gaasterland
City of El Cajon	
City of Encinitas	Mayor Tony Kranz
City of Escondido	Councilmember Joe Garcia
City of Imperial Beach	Councilmember Jack Fischer
City of La Mesa	Councilmember Jack Shu
City of Lemon Grove	Mayor Racquel Vazquez
City of National City	Councilmember Luz Molina
City of Oceanside	Deputy Mayor Rick Robinson
City of Poway	
City of San Diego	Councilmember Vivian Moreno
City of San Marcos	
City of Santee	Mayor John Minto
City of Solana Beach	Deputy Mayor Jewel Edson
City of Vista	Deputy Mayor Katie Melendez
SANDAG Board Officer	County Supervisor Nora Vargas
SANDAG Board Officer	Mayor Lesa Heebner (City of Solana Beach)
Bureau of Indian Affairs (BIA)	Chu Wei
Caltrans, District 11	Roy Abboud



2024 Tribal Summit Recap

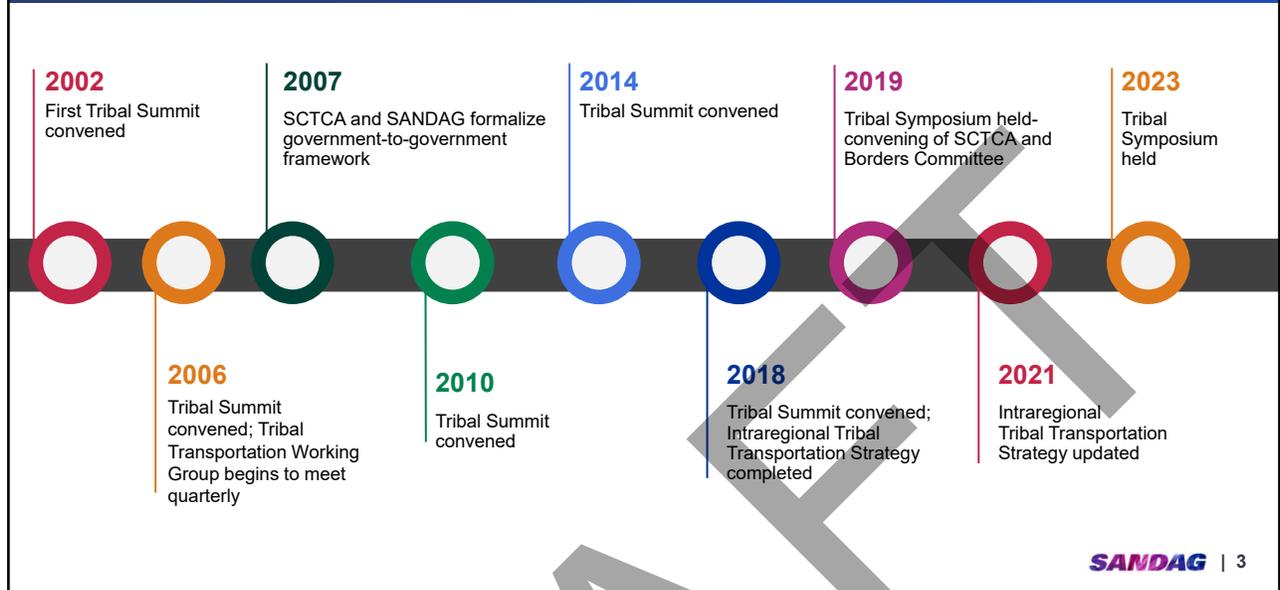
Borders Committee | Item 5
Paula Zamudio, Senior Regional Planner
September 27, 2024

1



2

SANDAG Tribal Program History



3

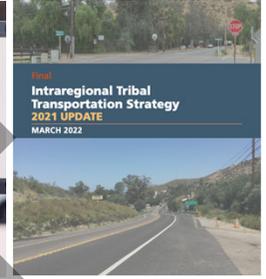
2024 Tribal Summit



4

2024 Tribal Summit Policy Areas Discussed

- Transportation
- Climate
- Energy
- Cultural Resources
- Public Safety



SANDAG | 5

5

Tribal Summit Recommendation Themes

- Meeting Frequency
- Tribal Engagement
- Cultural Resources
- Funding Prioritization
- Safety



SANDAG | 6

6

Continued Collaboration

- Tribal Summit Recommendations and Next Steps
- Interagency Technical Working Group on Tribal Transportation Issues and Task Force Meetings
- Ongoing Efforts:
 - Tribal Housing Grant Program
 - I-8 and SR 76 Priority Projects
 - Tribal Digital Village Grant
 - Vision Zero
 - Advanced Air Mobility Pilot
 - Regional Plan Consultation



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✉ Email: paula.zamudio@sandag.org

SANDAG

8

Attachment

SAWPA OWOW Steering Committee
agenda of September 26, 2024



...A United Voice for the Santa Ana River Watershed

OWOW Steering Committee Members

Brenda Dennstedt, Convener | SAWPA Commissioner
T. Milford Harrison, SAWPA Commissioner
Vicente Sarmiento, Orange County Supervisor
Karen Spiegel, Riverside County Supervisor
Jesse Armendarez, San Bernardino County Supervisor
James Hessler, Altman Plants

Garry W. Brown, Orange County Coastkeeper
William Ruh, Regional Water Quality Control Board
Deborah Robertson, Mayor, City of Rialto
Wes Speake, Councilmember, City of Corona
Nicholas Dunlap, Mayor, City of Fullerton

THIS MEETING WILL BE CONDUCTED IN A HYBRID FORMAT, OFFERING BOTH VIRTUAL PARTICIPATION AND IN-PERSON ATTENDANCE, PROVIDING AN OPPORTUNITY FOR PUBLIC COMMENT. ALL VOTES TAKEN WILL BE CONDUCTED BY ORAL ROLL CALL.

Meeting Access Via Computer (Zoom):	Meeting Access Via Telephone:
<ul style="list-style-type: none"> • https://sawpa.zoom.us/j/83454132920 	<ul style="list-style-type: none"> • 1 (669) 900-6833
<ul style="list-style-type: none"> • Meeting ID: 834 5413 2920 	<ul style="list-style-type: none"> • Meeting ID: 834 5413 2920

**REGULAR MEETING OF THE
OWOW STEERING COMMITTEE
SAWPA, 11615 STERLING AVENUE, RIVERSIDE, CA 92503
THURSDAY, SEPTEMBER 26, 2024 – 11:00 A.M.**

AGENDA

- 1. CALL TO ORDER | PLEDGE OF ALLEGIANCE (Brenda Dennstedt, Convener)**
- 2. ROLL CALL**
- 3. PUBLIC COMMENTS**

Members of the public may address the Committee on items within the jurisdiction of the Committee; however, no action may be taken on an item not appearing on the agenda unless the action is otherwise authorized by Government Code §54954.2(b).

Members of the public may make comments in-person or electronically for the Committees' consideration by sending them to publiccomment@sawpa.gov with the subject line "Public Comment". Submit your electronic comments by 5:00 p.m. on Wednesday, September 25, 2024. All public comments will be provided to the Chair and may be read into the record or compiled as part of the record. Individuals have a limit of three (3) minutes to make comments and will have the opportunity when called upon by the Committee.



...A United Voice for the Santa Ana River Watershed

4. ITEMS TO BE ADDED OR DELETED

Pursuant to Government Code §54954.2(b), items may be added on which there is a need to take immediate action and the need for action came to the attention of the Santa Ana Watershed Project Authority subsequent to the posting of the agenda.

5. CONSENT CALENDAR

All matters listed on the Consent Calendar are considered routine and non-controversial and will be acted upon by the Committee by one motion as listed below.

A. APPROVAL OF MEETING MINUTES: MARCH 28, 2024, AND MAY 23, 2024

Recommendation: Approve as posted.

6. INFORMATIONAL ITEMS

B. SANTA ANA RIVER WATERSHED SUSTAINABILITY ASSESSMENT (SC#2024.10)

Presenter: Haley Gohari

Recommendation: Receive and file.

C. INTEGRATED CLIMATE ADAPTATION AND RESILIENCY PROGRAM REGIONAL RESILIENCE PLANNING AND IMPLEMENTATION GRANT PROGRAM: DEVELOPMENT OF THE SANTA ANA RIVER WATERSHED CLIMATE ADAPTATION AND RESILIENCE PLAN - WORKFLOW (SC#2024.11)

Presenter: Rachel Gray

Recommendation: Receive and file.

D. SANTA ANA RIVER TRAIL AND PARKWAY UPDATE (SC#2024.12)

Presenter: Ian Achimore

Recommendation: Receive and file.

E. SANTA ANA RIVER WATERSHED CLOUD SEEDING PILOT PROGRAM: YEAR 1 SUMMARY (SC#2024.13)

Presenter: Rachel Gray

Recommendation: Receive and file.

7. GENERAL MANAGER REPORT

8. CHAIR'S COMMENTS/REPORT

9. COMMITTEE MEMBERS' COMMENTS

10. REQUEST FOR FUTURE AGENDA ITEMS

11. ADJOURNMENT



...A United Voice for the Santa Ana River Watershed

PLEASE NOTE:

Americans with Disabilities Act: Meeting rooms are wheelchair accessible. If you require any special disability related accommodations to participate in this meeting, please contact (951) 354-4220 or zramirez@sawpa.gov. Notification at least 48 hours prior to the meeting will enable staff to make reasonable arrangements to ensure accessibility for this meeting. Requests should specify the nature of the disability and the type of accommodation requested.

Materials related to an item on this agenda submitted to the Committee after distribution of the agenda packet are available for public inspection during normal business hours at the SAWPA office, 11615 Sterling Avenue, Riverside, and available at www.sawpa.org, subject to staff's ability to post documents prior to the meeting.

Declaration of Posting

I, Zyanya Ramirez, Executive Assistant II for the Santa Ana Watershed Project Authority declare that on September 19, 2024, a copy of this agenda has been uploaded to the SAWPA website at www.sawpa.gov and posted at the SAWPA office, 11615 Sterling Avenue, Riverside, California.

2024 OWOW Steering Committee Regular Meetings

Fourth Thursday of Every Other Month (January, March, May, July, September, November)
 (Note: All meetings begin at 11:00 a.m., unless otherwise noticed, and are held at SAWPA.)

January	March
1/25/24 Regular Committee Meeting [cancelled]	3/28/24 Regular Committee Meeting
May	July
5/23/24 Regular Committee Meeting	7/25/24 Regular Committee Meeting [cancelled]
September	November
9/26/24 Regular Committee Meeting	11/21/24* Regular Committee Meeting*

* Meeting date adjusted due to conflicting holiday.



Western Riverside Council of Governments WRCOG Executive Committee

Staff Report

Subject: Approval of First Amendment to the SoCalGas Agreement for the REP Ambassador

Contact: Daniel Soltero, Program Manager, dsoltero@wrcog.us, (951) 405-6738.

Date: October 7, 2024

Recommended Action(s):

1. Approve a First Amendment to the Standard Services Agreement with SoCalGas, substantially as to form and subject to legal counsel approval, increasing the Agreement amount by \$39,000, for a new Agreement amount of \$159,000.00.

Summary:

The Southern California Gas Company's (SoCalGas) Regional Energy Pathways (REP) Program continues to support public sector customers that previously participated in Local Government Partnerships with incorporating energy efficiency (EE) into customer practices and policies at all facilities. In 2023, SoCalGas contracted with WRCOG to serve as the REP Ambassador for Riverside and San Bernardino Counties to inform public sector customers of SoCalGas' Energy Efficiency Programs, support with developing and implementing energy efficiency projects, and provide education opportunities. To date, WRCOG has conducted outreach with various agencies, coordinated with the Inland Regional Energy Network (I-REN) to provide various incentive options and resources for local governments, and assisted with organizing an energy education day at SoCalGas' Energy Resource Center. However, the current contract will be expiring on November 5, 2024.

Purpose / WRCOG 2022-2027 Strategic Plan Goal:

The purpose of this item is to request approval of Amendment No. 1 to the Standard Services Agreement with SoCalGas to extend the agreement to June 30, 2025, and to increase the contract amount to \$159,000 to compensate WRCOG for staff time and program costs. This item is aligned with WRCOG's 2022-2027 Strategic Plan Goal #6 (To develop and implement programs that support resilience for our region) and Goal #6.1 (Incentivize programs for saving electricity, water, and other essential resources through the Inland Regional Energy Network).

Discussion:

Background

SoCalGas continues to support public sector customers that previously participated in Local Government

Partnerships through the REP Program, one of several new offerings for public sector customers focused on connecting customers with the various energy efficiency programs offered by SoCalGas.

One aspect of the REP Program is that SoCalGas contracts with regional agencies, known as REP Ambassadors, who will serve as an extension of staff to SoCalGas' REP team, ensuring public sector customers have a local "go to" resource that supports their agencies' ability to increase energy efficiency. Since November 2023, WRCOG has been serving as REP Ambassador for Riverside and San Bernardino Counties.

Present Situation

Since the onset of the agreement with SoCalGas, WRCOG has been conducting outreach to local governments and K-12 schools in Riverside and San Bernardino Counties regarding SoCalGas' Energy Efficiency Programs. This outreach includes presentations to WRCOG's Public Works Committee and Technical Advisory Committee at the February 2024 meetings, the San Bernardino County Superintendents of Schools Facility Planners Group in March 2024, and meetings with various local governments. WRCOG has informed nine local governments in the WRCOG subregion, one local government in the Coachella Valley, and over 10 K-12 school districts in San Bernardino County.

As a result of the outreach efforts undertaken by WRCOG and SoCalGas, the City of Grand Terrace located in San Bernardino County participated in SoCalGas' Direct Install Program. Through this Program, the City had a water heater tank installation installed at the Senior Center at no-cost resulting in 635 therms saved per year. Additionally, WRCOG was able to coordinate with the City of Grand Terrace to have a SoCalGas representative participate in an energy efficiency workshop that the City hosted for its residents on June 21, 2024.

Staff assigned as REP Ambassadors have been collaborating with the I-REN team to align and supplement energy efficiency support and offerings for the public sector agencies in Riverside and San Bernardino Counties. This collaboration not only bolsters SoCalGas' and the I-REN's reach for energy efficiency support, but it also supports one of I-REN's goals, which is to collaborate with investor-owned utilities in the Inland Empire. During meetings, orientations, and presentations, staff will cross-promote the SoCalGas Energy Efficiency Programs and the I-REN's offerings and incentives to public agencies. This collaboration between SoCalGas and the I-REN provides staff with access to multiple resources to provide public agencies in Riverside and San Bernardino Counties with technical assistance, support and incentives for gas energy efficiency projects, and education opportunities.

Over the past two months, WRCOG has been coordinating with SoCalGas to organize an educational event and tour of SoCalGas' Energy Resource Center in Downey, CA. Local government staff from Riverside and San Bernardino Counties have been invited to this exclusive event taking place on September 25, 2024, to learn about SoCalGas' Energy Resource Center, the renewable hydrogen microgrid known as [H2] Innovation Experience, and to learn about the activities WRCOG has been undertaking as REP Ambassador.

Throughout the remainder of the contract period, WRCOG will continue to conduct outreach with local governments and K-12 schools in Riverside and San Bernardino Counties, inform public agencies of SoCalGas' Energy Efficiency Programs, and collaborate with the I-REN on energy efficiency project development and education for public agencies. Upcoming opportunities include coordinating with the I-REN and SoCalGas for energy efficiency site audits for the City of Calimesa and assessing an ongoing project in the City of Jurupa Valley for receiving incentives from either I-REN or SoCalGas.

Revisiting the Framework Regarding New Programs: After serving as REP Ambassador for 11 months, staff are revisiting the benefits and challenges identified by the Framework Regarding New Programs at the onset of the agreement:

- Criteria #4 - Is this issue being addressed by other agencies in the WRCOG subregion? While no other agencies are serving as REP Ambassador for Riverside and San Bernardino Counties, I-REN is able to address some gas energy efficiency projects. However, gas energy efficiency projects must meet strict criteria in order to be eligible for I-REN's gas incentives. Due to this strict criteria, it is difficult for gas projects to be eligible for the I-REN's incentives, and as such, local governments and K-12 schools will benefit from having WRCOG as a local go-to resource for project assistance and incentives from SoCalGas.
- Criteria #7 - What is the level of available funding to start this initiative? This initiative is already operational, and WRCOG's staff time spent as REP Ambassadors is being compensated by SoCalGas. To date there have been no costs for materials arising from this agreement with SoCalGas. For the potential term extension, staff have requested additional funding from SoCalGas to cover staff time and material costs.
- Criteria #12 - How challenging are the administrative requirements associated with this initiative? WRCOG has met administrative requirements, which to date include submitting timesheets and invoicing SoCalGas for WRCOG's staff time on a monthly basis. A potential challenge that may arise relates to cybersecurity requirements in order to receive customer gas consumption data directly from SoCalGas; however, staff will determine if receiving data directly from SoCalGas shall be pursued depending on the costs and effort needed to meet the cybersecurity requirements. If cybersecurity requirements are too costly and impact WRCOG's workflows and procedures, staff will revert to receiving data from member agencies instead.
- Criteria #13 - How consistent is this initiative with existing WRCOG Programs? As originally anticipated, the work as REP Ambassador is very consistent with the I-REN. As such, staff have been able to collaborate with SoCalGas and the I-REN team on gas energy efficiency and education opportunities for public agencies.
- Criteria #19 - Does the initiative provide deliverables or services which directly benefit WRCOG member agencies? Yes, WRCOG's member agencies are eligible for the services and benefits provided by SoCalGas' Energy Efficiency Programs and REP Ambassador.

Some challenges with the REP Program and the role of WRCOG serving as the REP Ambassador include:

- Criteria #3 - Has WRCOG received requests to address this issue? Since serving as REP Ambassador, the City of Grand Terrace has requested WRCOG's assistance in a gas energy efficiency project for its facilities and education for its residents, and the City of La Quinta requested a meeting to learn more about SoCalGas' Energy Efficiency Programs.
- Criteria #5 - What is the track record of other agencies implementing similar efforts? Since serving as REP Ambassador, WRCOG has encountered difficulty in implementing gas energy efficiency projects, which is a similar track record as its previous Western Riverside Energy Partnership.

This can be attributed to the minimal savings resulting from gas energy efficiency projects, extended timeframes for returns on investment, and the transition from gas appliances to electric. To date, staff has assisted the City of Grand Terrace with participating in a SoCalGas Energy Efficiency Program and an education event for its residents, and has coordinated with SoCalGas on an education event that invited all the local governments in Riverside and San Bernardino Counties.

- Criteria #18 - Does WRCOG have clearly stated goals for this initiative? WRCOG has received a list of prioritized government agencies and K-12 schools and school districts to conduct outreach and engagement. SoCalGas has not provided other Key Performance Indicators to assess the success of the REP Ambassador.

Prior Action(s):

November 6, 2023: The Executive Committee approved and authorized the Standard Services Agreement with Southern California Gas Company to serve as the Regional Energy Pathways Ambassador in Riverside and San Bernardino Counties.

Financial Summary:

Activities related to the SoCalGas Regional Energy Pathways Program are included in the Fiscal Year 2024/2025 budget under the General Fund (110) based on the original agreement amount; however, a budget amendment will be brought forward during the mid-year to amend the budget based on the increased agreement amount.

Attachment(s):

[Attachment 1 - Amendment No. 1 to the Standard Services Agreement with SoCalGas](#)

Amendment No. 1

This Amendment No. 1 (“Amendment”) amends Agreement No. CW45365 effective **November 6, 2023** (as amended, “Agreement”), by and between **Southern California Gas Company** (“Company”) and **Western Riverside Council of Governments** (“Contractor”). This Amendment is dated and effective as of **October 7, 2024** (“Amendment Effective Date”).

Company and Contractor agree as follows:

1. Amendments to Agreement.

- a. Extension of Term. The expiration date of the Agreement is hereby extended through **June 30, 2025**.
- b. Increase in the Agreement Amount. The dollar amount under the Agreement is hereby increased by **\$39,000.00** for a new Agreement amount of **\$159,000.00**.

Previous Agreement Amount:	\$120,000.00
Increase to Agreement Amount:	\$39,000.00
Revised Agreement Amount:	\$159,000.00

- 2. Miscellaneous. Other than as specifically modified above, the Agreement shall remain in full force and effect and is hereby ratified, approved, and confirmed. This Amendment is subject to all of the terms and conditions of the Agreement as if it were a part thereof, including, without limitation, any provision with respect to choice of law, venue, and/or jurisdiction. Miscellaneous

[signature page follows]

IN WITNESS WHEREOF, each party has caused this Amendment to be executed by its duly authorized representative as of the Amendment Effective Date.

Southern California Gas Company

Western Riverside Council of Governments

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Approved as to form

By: _____

Name: _____

Title: _____



Western Riverside Council of Governments WRCOG Executive Committee

Staff Report

Subject: Approval of Financial Services Software Professional Services Agreement

Contact: Louis Fernandez, Accounting Program Manager, lfernandez@wrcog.us, (951) 405-6743
Andrew Ruiz, Chief Financial Officer, aruiz@wrcog.us, (951) 405-6740

Date: October 7, 2024

Recommended Action(s):

1. Authorize the Executive Director to execute a Professional Services Agreement with Tyler Technologies to provide financial services software in an amount not to exceed \$262,860 through Fiscal Year 2028/2029, substantially as to form.

Summary:

Based on WRCOG's Purchasing and Procurement Policy, a Request for Proposal (RFP) was released to provide financial services software. Staff is requesting that the Executive Director be authorized to enter into a Professional Services Agreement with the selected vendor, Tyler Technologies. The Agreement is currently under review by legal counsel.

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 an agreement between WRCOG and Tyler Technologies for financial services software. 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

WRCOG currently utilizes an accounting system called Financial Edge, by Blackbaud systems. This system is primarily used by non-profit organizations. While the system has served WRCOG to perform its basic financial functions for many years, missing functionality, a lack of integration, and less than optimal configurations present obstacles in financial reporting, budgeting, procurement, payroll, and other functions. The system also lacks many modern features found in financial and human resource systems on the market today, such as a non-integrated payroll module.

Present Situation

On April 9, 2024, WRCOG solicited a RFP through a formal RFP process through PlanetBids, seeking an accounting system that is an all-in-one solution to meet all of WRCOG's accounting and financial needs, which includes all basic general ledger-related functions, accounts payable, accounts receivable, cash receipts, and payroll / human resources functions.

Additionally, WRCOG staff reached out to staff at several of its member agency's financial departments regarding their experiences with their respective financial software systems. WRCOG fiscal staff also attended CSMFO and GFOA events and spoke with multiple financial software vendors.

In response to the RFP, there were a total of two proposals received (Tyler Technologies and AccuFund). A panel composed of WRCOG staff (the Chief Financial Officer, the Administrative Services Director, an Accounting Manager, and a Program Manager from the Energy & Environmental Department), as well as the Director of Finance at the City of Perris and the Assistant Controller at the City of Riverside, reviewed the proposals for multiple criteria, including experience with governmental clients, competence, management's requirements, and price. With this review, both applicants were invited to interview on July 3, 2024. After interviews were completed, Tyler Technologies was rated as the top applicant.

While both vendors contained government clients, Tyler Technologies was selected for its reputation with WRCOG member agencies and, as the largest company in the United States, focuses solely on providing software solutions to the public sector. Tyler Technologies has the experience to understand the unique requirements of the public sector, the necessary resources to invest in its products, and the ability to deliver quality services. Tyler Technologies' ERP Pro Solution consists of more than 50 integrated modules that are specifically designed to enable governments to be more efficient, more accessible, and more responsive to the needs of their stakeholders.

On August 22, 2024, WRCOG staff presented, as a receive and file, the results of the Financial Services Software RFP to the Finance Directors Committee. That Committee agreed with the vendor selection and recommended that WRCOG look into hiring a consultant for implementation assist services.

Next Steps

If the Executive Committee authorizes the Executive Director to execute the agreement with Tyler Technologies, included as Attachment 1 to this report, the Agreement would take effect subject to legal counsel's approval.

Prior Action(s):

August 22, 2024: WRCOG staff presented, as a receive and file, the results of the Financial Services Software RFP to the Finance Directors Committee.

Financial Summary:

The amount of the contract over the five year span is \$262,860. The first year will be \$117,020 (\$80,560 for implementation and project management conversion, along with the \$36,460 annual SaaS payment). The annual SaaS payment for years two through five is a fixed amount of \$36,460. Financial services software are budgeted each year in the Agency's budget in the General Fund and the proposed first year

amount is within WRCOG's existing budget of \$118k.

Attachment(s):

[Attachment 1 - Professional Services Agreement between WRCOG and Tyler Technologies](#)



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **“Agreement”** means this Software as a Service Agreement.
- **“Business Travel Policy”** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **“Client”** means the Western Riverside Council of Governments, a council of governments in the State of California.
- **“Data”** means your data necessary to utilize the Tyler Software.
- **“Data Storage Capacity”** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **“Defined Users”** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary. If Exhibit A contains Enterprise Permitting & Licensing labeled software, defined users mean the maximum number of named users that are authorized to use the Enterprise Permitting & Licensing labeled modules as indicated in the Investment Summary.
- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date by which both your and our authorized representatives have signed the Agreement.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.

- **“Investment Summary”** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Order Form”** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party SaaS Services”** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties’ products or services, as applicable, and attached or indicated at Exhibit D.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we

have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s); provided, however, that we will not charge you additional fees without written notice to you of the overages and an opportunity to reduce the overages to contracted levels. Upon your request, and to the extent feasible or practicable, we will provide reasonable assistance to you in reducing those overages.
3. Ownership.
 - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
 - 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
 - 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.

6. SaaS Services.

- 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a 3rd party data center, we will provide available compliance reports for that data center.
- 6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.
- 6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored.
- 6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.5 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.7 We provide secure Data transmission paths between each of your workstations and our servers.

6.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

6.9 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If you cancel services less than four (4) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) daily fees associated with cancelled professional services if we are unable to reassign our personnel and (b) any non-refundable travel expenses already incurred by us on your behalf. We will make all reasonable efforts to reassign personnel in the event you cancel within four (4) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide

implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.

7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.
8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission). Notwithstanding the foregoing, in the event your personnel have not provided cooperation or information necessary for Tyler to timely perform the Services, Tyler will give reasonable prompt written notice of such failure to you so that you can take remedial action.
9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
 - 9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
 - 9.2 provide support during our established support hours;
 - 9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the

equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) week's advance notice.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant access to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties or requirements in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to

develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is five (5) years, commencing on the first day of the first month following the Effective Date, unless earlier terminated as set forth below. Upon expiration of the initial term, the parties may agree to renew this Agreement for successive one (1) year renewal terms at our then-current SaaS Fees. Client may indicate its agreement to renewal terms by timely payment of a Tyler invoice of annual fees for the renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
 2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
 - 2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate. Notwithstanding the foregoing, this clause is subject to Section E(2) above.
 - 2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
 - 2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
- Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

- 1.1 We will indemnify, defend, and hold you harmless against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

- 2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. Indemnification – Other. We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for unauthorized access to your database(s) or any other data or security breach resulting in disclosure of confidential information to the extent the breach or unauthorized access is caused by our negligence or willful misconduct. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
4. **DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.
5. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), ONE AND ONE HALF (1.5) TIMES THE TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, ONE AND ONE HALF (1.5) TIMES THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).
6. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING EXCLUSION OF CERTAIN DAMAGES SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTION G(2).
7. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; (e) Cyber Liability of at least \$3,000,000; and (f) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability, Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.
 - 6.1 Our Cyber Liability policy will include: media liability coverage, network security and privacy liability coverage, privacy regulatory proceeding coverage, event expense coverage, network extortion coverage, and business interruption coverage.

SECTION H – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.

8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations that arose prior to the occurrence of the Force Majeure event, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. Client Lists. You agree that we may identify you by name in client lists. You agree that we may identify you by name in marketing presentations and promotional materials upon your advanced written consent, which shall not be unreasonably delayed or withheld.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

Notwithstanding the foregoing or any designation of "Confidential" within this Agreement, both parties understand, acknowledge, and agree that Client is a political subdivision in the State of California that is subject to and required to act in accordance with the California Public Records Act.

If Client receives a California Public Records Act request (Government Code sections 6250 et seq.) which seeks records that Tyler has marked as "confidential", "trade secret" or similar designation or that otherwise are confidential under this Section H(17) (the "Designated Documents"), Client will notify Tyler of the request. Tyler shall, within three business days of such notification from Client, inform Client as to whether it desires the Designated Documents to be withheld, and provide a legal basis for such withholding.

18. Quarantining of Client Data. Some services provided by Tyler require us to be in possession of your Data. In the event we detect malware or other conditions associated with your Data that are reasonably suspected of putting Tyler resources or other Tyler clients' data at risk, we reserve the absolute right to move your Data from its location within a multi-tenancy Tyler hosted environment to an isolated "quarantined" environment without advance notice. We will notify you as soon as reasonably practicable of the need to move to quarantine. Your Data will remain in such quarantine for a period of at least six (6) months during which time we will review the Data, and all traffic associated with the Data, for signs of malware or other similar issues. If no issues are detected through such reviews during the six (6) month period of quarantine, we will coordinate with you the restoration of your Data to a non-quarantined environment. In the event your Data must remain in quarantine beyond this six (6) month period through no fault of Tyler's, we reserve the right to

require payment of additional fees for the extended duration of quarantine. We will provide an estimate of what those costs will be upon your request.

19. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to its rules on conflicts of law. Venue shall be in Riverside County, California.
21. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
22. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
23. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at <https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.
24. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement Schedule 1: Support Call Process
Exhibit D	Third Party Terms [Reserved]
Exhibit E	Statement of Work

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

Western Riverside Council of Governments, CA

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:

Western Riverside Council of Governments
4080 Lemon Street, Floor 3
Riverside, CA 92501
Attention: Andrew Ruiz, Chief Financial Officer



Exhibit A
Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date., despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement

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Sales Quotation For:
 Western Riverside Council of
 Governments
 4080 Lemon St Fl 3
 Riverside CA 92501-3609
 Andrew Ruiz

Quoted BY Derek Vo
 Quote Expiration 10/31/24
 Quote Name WRCOG -SaaS

adruiz@wrcog.us

Tyler Annual Software – SaaS			
Description	List Price	Discount	Annual
ERP Pro			
ERP Pro 10 Financial Management Suite			
Invoice Approvals	\$ 0	\$ 0	\$ 0
Core Financials	\$ 14,786	\$ 1,774	\$ 13,012
Benefits Enrollment	\$ 1,650	\$ 198	\$ 1,452
Contracts Management	\$ 0	\$ 0	\$ 0
Human Resources Management (Includes Position Budgeting)	\$ 7,070	\$ 848	\$ 6,222
Employee Access Pro	\$ 0	\$ 0	\$ 0
Project Accounting	\$ 3,469	\$ 416	\$ 3,053
Employee Access Pro Time & Attendance	\$ 1,243	\$ 149	\$ 1,094
Accounts Receivable Access	\$ 600	\$ 72	\$ 528
Accounts Receivable	\$ 3,891	\$ 467	\$ 3,424
ERP Pro 10 Customer Relationship Management Suite			

Tyler Annual Software – SaaS			
Description	List Price	Discount	Annual
Cashiering	\$ 1,415	\$ 170	\$ 1,245
Tyler One			
Identity			
Identity Workforce Advanced [5]	\$ 30	\$ 4	\$ 26
Content Manager Suite			
Content Manager Core	\$ 5,466	\$ 656	\$ 4,810
TOTAL:		\$ 39,620	\$ 4,754
Term # of Years:		5	\$ 34,866

Tyler Annual Services			
Description	List Price	Discount	Annual
ERP Pro			
Other Services			
Tyler University	\$ 1,468	\$ 147	\$ 1,321
TOTAL:		\$ 1,468	\$ 147
			\$ 1,321

Tyler Fees per Transaction		Net Unit Price
Description		
ERP Pro		
ERP Pro 10 Financial Management Suite		
AP Automation		\$ 0.00

Third Party Software & Hardware				
Description	Quantity	Unit Price	Extended Price	Annual
Tyler Third Party				
Hardware				
Epson TMH6000V Thermal Receipt Printer Black USB NEW	1	\$ 1,200	\$ 1,200	\$ 203
Symbol LS2208 Bar Code Scanner w/ intellistand NEW	1	\$ 350	\$ 350	\$ 70
TOTAL:			\$ 1,550	\$ 273

Services		
Description	Hours/Units	Extended Price
ERP Pro 10 Financial Management Suite		
Professional Services	368	\$ 53,360
Data Conversion Services		\$ 13,750
Project Management	1	\$ 1,950
ERP Pro 10 Customer Relationship Management Suite		
Professional Services	20	\$ 2,900
Project Management	1	\$ 1,250
Content Manager Suite		
Professional Services	40	\$ 5,800
TOTAL:		\$ 79,010

Summary	One Time Fees	Recurring Fees
Total SaaS		\$ 34,866
Total Third Party Hardware, Software, Services	\$ 1,550	\$ 273
Total Tyler Services	\$ 79,010	\$ 1,321
Summary Total	\$ 80,560	\$ 36,460
Contract Total	\$ 117,020	

Optional Tyler Annual Software – SaaS		Annual
Description		
Tyler One		
Time & Attendance		
Time & Attendance		\$ 3,107
Time & Attendance Mobile Access License		\$ 1,503
	TOTAL:	\$ 4,610

Optional Services		
Description	Hours/Units	Extended Price
Time & Attendance		
Project Management	1	\$ 1,400
Professional Services	50	\$ 7,250
	TOTAL:	\$ 8,650

Comments

Work will be delivered remotely unless otherwise noted in this agreement.

SaaS is considered a term of one year unless otherwise indicated.

Accounts Receivable Access

Accounts Receivable Access: Note that the customer pays \$1.25 fee per transaction for payment on-line. Accounts Receivable Access Component displays account status, accounts for payment, has Security-(Secure Socket Layer), and payment processing via credit cards. Payment packet is created to be imported to accounts receivable system.

Cashiering

Cashiering supports credit/debit cards, is PCI Compliant, and includes a cash collection interface and a cashiering receipt import.

Core Financials

Core Financials includes general ledger, budget prep, bank recon, AP, CellSense, a standard forms pkg, output director, positive pay, secure signatures.

Invoice Approvals

Invoice Approvals, included with AP Automation, automates invoice workflows by routing them to the appropriate departments for completion and approval.

Identity Workforce Advanced [5]

Tyler's Identity Workforce currently supports the following identity providers (IdP's) for use with Tyler back-office solutions: Microsoft Active Directory through Azure AD, ADFS or Okta AD agent, Google Cloud Identity, Identity Automation RapidIdentity, and Okta. Any requirement by you to use an IdP not supported by Tyler may require additional costs, available upon request. Identity Workforce SaaS Fees are based on user counts. Year one SaaS Fee is based on estimated user count as indicated in this order. Unless otherwise agreed by the parties, the SaaS Fee for each subsequent annual term is based on the preceding annual term's annual user count.

Human Resources Management /Payroll History Data Conversion

Human Resources Management History conversion includes unlimited historical records.

Human Resources Management Employee Records Conversion

Human Resources Management/Payroll conversion includes employee master and current direct deposit - additional fee for historical views.

General Ledger History Data Conversion	General Ledger History conversion includes unlimited historical records
General Ledger Data Conversion	General Ledger conversions include Chart of Accounts - additional fee for historical views.
Accounts Receivable Data Conversion	Accounts Receivable conversions include master files (contacts properties)
Accounts Payable History Data Conversion	Accounts Payable History conversion includes unlimited historical records
Accounts Payable Data Conversion	Accounts Payable conversions include Vendor Master Only - additional fee for historical views.
AP Automation	AP Automation pricing quoted reflects processing via check or Virtual Card. Processing checks will incur a fee and an invoice will be provided annually based on actual usage. Please refer to the Terms of Use for Fee Structure and to agree to terms: https://www.tylertech.com/client-terms/ap-automation-payment-terms-of-use



Exhibit B Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. **SaaS Fees.** SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
2. **Other Tyler Software and Services.**
 - 2.1 ***Implementation and Other Professional Services (including training):*** Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
 - 2.2 ***Consulting Services:*** If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
 - 2.3 ***Conversions:*** Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
 - 2.4 ***Requested Modifications to the Tyler Software:*** Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.
 - 2.5 ***Other Fixed Price Services:*** Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - 2.6 ***Web Services:*** Annual fees for web services are payable in advance, commencing upon the availability of the service. Your annual fees for the initial term are set forth in the

Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.

2.7 *Annual Services*: Unless otherwise indicated in this Exhibit B, fees for annual services are due annually, in advance, commencing on the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.

3. Third Party Products and Hardware.

3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

3.2 *Third Party Software Maintenance*: The first year maintenance fee for the Third Party Software is invoiced when we make it available to you for downloading. Subsequent annual maintenance fees for Third Party Software are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.

3.3 *Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

3.4 *Hardware Maintenance*: The first year maintenance fee for Hardware is invoiced upon delivery of the hardware. Subsequent annual maintenance fees for hardware are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.

3.5 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

3.6 *Third Party SaaS*: Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party's then-current rates.

4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in the Investment Summary and may be increased by Tyler upon notice of no less than thirty (30) days.

5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy. Our current Business Travel Policy is attached to this Exhibit B as Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.



Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee’s private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee’s office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a “mid-size” or “intermediate” car. “Full” size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler’s TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler’s work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

“No shows” or cancellation fees are not reimbursable if the employee does not comply with the hotel’s cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C

SERVICE LEVEL AGREEMENT

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar month, calculated as follows: $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance Window: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar month that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure. Service Availability only applies to Tyler Software being used in the live production environment.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. **Service Availability**

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, denial of service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS Fees paid for the calendar month.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen (15) days of the end of the applicable month. We will respond to your relief request within thirty (30) days of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Credits are only payable when Actual Attainment results in eligibility for credits in consecutive months and only for such consecutive months.

Client Relief Schedule	
Actual Attainment	Client Relief
99.99% - 99.70%	Remedial action will be taken
99.69% - 98.50%	2% of SaaS Fees paid for applicable month
98.49% - 97.50%	4% of SaaS Fees paid for applicable month
97.49% - 96.50%	6% of SaaS Fees paid for applicable month
96.49% - 95.50%	8% of SaaS Fees paid for applicable month
Below 95.50%	10% of SaaS Fees paid for applicable month

* Notwithstanding language in the Agreement to the contrary, Recovery Point Objective is one (1) hour.

IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable, that the Tyler Software will be unavailable during the maintenance window.



Exhibit C Schedule 1 Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

- (1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most “how-to” and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
- (2) Email – for less urgent situations, users may submit emails directly to the software support group.
- (3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

** Channel availability may be limited for certain applications.*

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools, documentation, and other information including support contact information.
- (2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
- (3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (4) Tyler University – online training courses on Tyler products.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of

such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Incident Handling

Incident Tracking

Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler’s Customer Portal or by calling software support directly.

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client’s needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain “characteristics” may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a “confirmed support incident” mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets*
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

**Response and Resolution Targets may differ by product or business need*

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



Exhibit D
Third Party Terms

Reserved.



Exhibit E
Statement of Work

Western Riverside Council of Governments

SOW from Tyler Technologies, Inc.

7/26/2024

Presented to:
Andrew Ruiz
4080 Lemon St Fl 3
Riverside, Ca 92501

Contact:
Derek Vo
Email: Derek.Vo@TylerTech.com
11909 West Cow Path, Austin, TX, USA

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Part 1: Executive Summary

1. Project Overview

1.1 Introduction

Tyler Technologies (“Tyler”) is the largest and most established provider of integrated software and technology services focused solely on the public sector. Tyler’s end-to-end solutions empower public sector entities including local, state, provincial and federal government, to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler’s solutions transform how clients gain actionable insights that solve problems in their communities.

1.2 Project Goals

This Statement of Work (“SOW”) documents the methodology, implementation stages, activities, and roles and responsibilities, and project scope listed in the Investment Summary of the Agreement between Tyler and the Western Riverside COG (collectively the “Project”).

The overall goals of the project are to:

- Successfully implement the contracted scope on time and on budget
- Increase operational efficiencies and empower users to be more productive
- Improve accessibility and responsiveness to external and internal customer needs
- Overcome current challenges and meet future goals
- Providing a single, comprehensive, and integrated solution to manage business functions
- Streamline business processes through automation, integration, and workflows
- Provide a user-friendly user interface to promote system use and productivity
- Eliminate redundant data entry

1.3 Methodology

This is accomplished by the Western Riverside COG and Tyler working as a partnership and Tyler utilizing its depth of implementation experience. While each Project is unique, all will follow Tyler’s six-stage methodology. Each of the six stages is comprised of multiple work packages, and each work package includes a narrative description, objectives, tasks, inputs, outputs/deliverables, assumptions, and a responsibility matrix.

Tailored specifically for Tyler’s public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the Western Riverside COG’s complexity and organizational needs.

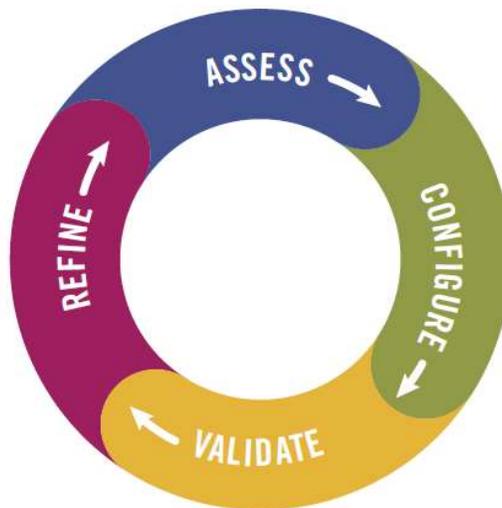
Tyler's Six Stage Project Methodology



The methodology adapts to both single-phase and multiple-phase projects.

To achieve Project success, it is imperative that both the Western Riverside COG and Tyler commit to including the necessary leadership and governance. During each stage of the Project, it is expected that the Western Riverside COG and Tyler Project teams work collaboratively to complete tasks. An underlying principle of Tyler's Implementation process is to employ an iterative model where the Western Riverside COG's business processes are assessed, configured, validated, and refined cyclically in line with the project budget. This approach is used in multiple stages and work packages as illustrated in the graphic below.

Iterative Project Model



The delivery approach is systematic, which reduces variability and mitigates risks to ensure Project success. As illustrated, some stages, along with work packages and tasks, are intended to be overlapping by nature to complete the Project efficiently and effectively.

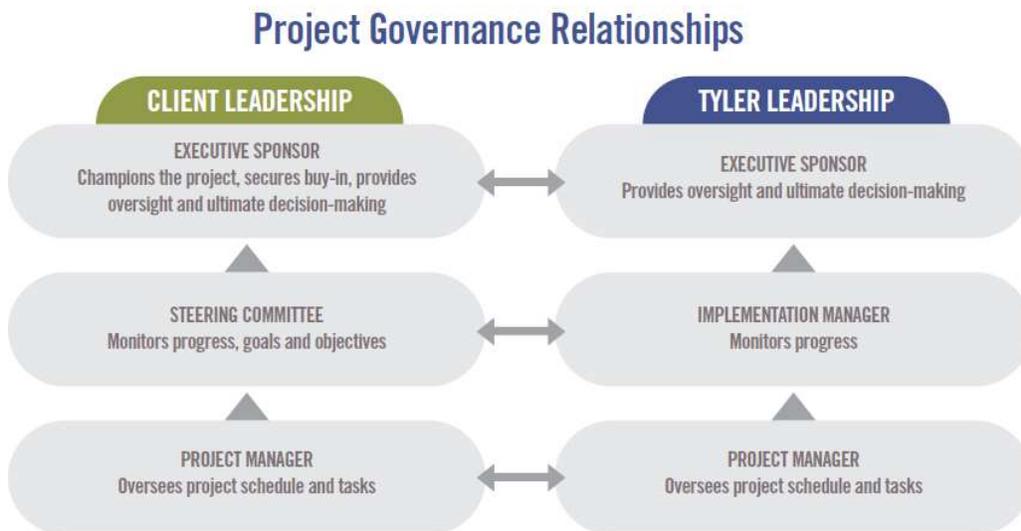
Part 2: Project Foundation

2. Project Governance

Project governance is the management framework within which Project decisions are made. The role of Project governance is to provide a decision-making approach that is logical, robust, and repeatable. This allows organizations to have a structured approach for conducting its daily business in addition to project related activities.

This section outlines the resources required to meet the business needs, objectives, and priorities for the Project, communicate the goals to other Project participants, and provide support and guidance to accomplish these goals. Project governance defines the structure for escalation of issues and risks, Change Control review and authority, and Organizational Change Management activities. Throughout the Statement of Work Tyler has provided RACI Matrices for activities to be completed throughout the implementation which will further outline responsibilities of different roles in each stage. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

The chart below illustrates an overall team perspective where Tyler and the Western Riverside COG collaborate to resolve Project challenges according to defined escalation paths. If project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and the Western Riverside COG Steering Committee become the escalation points to triage responses prior to escalation to the Western Riverside COG and Tyler executive sponsors. As part of the escalation process, each Project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. The Western Riverside COG and Tyler executive sponsors serve as the final escalation point.



3. Project Scope Control

3.1 Managing Scope and Project Change

Project Management governance principles contend that there are three connected constraints on a Project: budget, timeline, and scope. These constraints, known as the “triple constraints” or project management triangle, define budget in terms of financial cost, labor costs, and other resource costs. Scope is defined as the work performed to deliver a product, service or result with the specified features and functions, while time is simply defined as the schedule. The Triple Constraint theory states that if you change one side of the triangle, the other two sides must be correspondingly adjusted. For example, if the scope of the Project is increased, cost and time to complete will also need to increase. The Project and executive teams will need to remain cognizant of these constraints when making impactful decisions to the Project. A simple illustration of this triangle is included here, showing the connection of each item and their relational impact to the overall Scope.



A pillar of any successful project is the ability to properly manage scope while allowing the appropriate level of flexibility to incorporate approved changes. Scope and changes within the project will be managed using the change control process outlined in the following section.

3.2 Change Control

It may become necessary to change the scope of this Project due to unforeseeable circumstances (e.g., new constraints or opportunities are discovered). This Project is being undertaken with the understanding that Project scope, schedule, and/or cost may need to change to produce optimal results for stakeholders. Changes to contractual requirements will follow the change control process specified in the final contract, and as described below.

3.3 Change Request Management

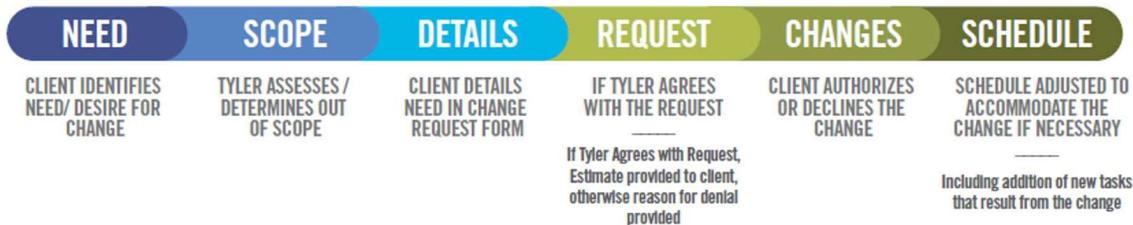
Should the need for a change to Project scope, schedule, and/or cost be identified during the Project, the change will be brought to the attention of the Steering Committee and an assessment of the change will occur. While such changes may result in additional costs and delays relative to the schedule, some changes may result in less cost to the Western Riverside COG; for example, the Western Riverside COG may decide it

no longer needs a deliverable originally defined in the Project. The Change Request will include the following information:

- The nature of the change.
- A good faith estimate of the additional cost or associated savings to the Western Riverside COG, if any.
- The timetable for implementing the change.
- The effect on and/or risk to the schedule, resource needs or resource responsibilities.

The Western Riverside COG will use its good faith efforts to either approve or disapprove any Change Request within ten (10) Business Days (or other period as mutually agreeable between Tyler and the Western Riverside COG). Any changes to the Project scope, budget, or timeline must be documented and approved in writing using a Change Request form. These changes constitute a formal amendment to the Statement of Work and will supersede any conflicting term in the Statement of Work.

Change Request Process



4. Acceptance Process

The implementation of a Project involves many decisions to be made throughout its lifecycle. Decisions will vary from higher level strategy decisions to smaller, detailed Project level decisions. It is critical to the success of the Project that each Western Riverside COG office or department designates specific individuals for making decisions on behalf of their offices or departments.

Both Tyler and the Western Riverside COG will identify representative project managers. These individuals will represent the interests of all stakeholders and serve as the primary contacts between the two organizations.

The coordination of gaining Western Riverside COG feedback and approval on Project deliverables will be critical to the success of the Project. The Western Riverside COG project manager will strive to gain deliverable and decision approvals from all authorized Western Riverside COG representatives. Given that the designated decision-maker for each department may not always be available, there must be a designated proxy for each decision point in the Project. Assignment of each proxy will be the responsibility of the leadership from each Western Riverside COG department. The proxies will be named individuals that have the authorization to make decisions on behalf of their department.

The following process will be used for accepting Deliverables and Control Points:

- The Western Riverside COG shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If the Western Riverside COG does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If the Western Riverside COG does not agree the Deliverable or Control Point meets requirements, the Western Riverside COG shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The Western Riverside COG shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the Western Riverside COG does not provide acceptance within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

5. Roles and Responsibilities

The following defines the roles and responsibilities of each Project resource for the Western Riverside COG and Tyler. Roles and responsibilities may not follow the organizational chart or position descriptions at the Western Riverside COG, but are roles defined within the Project. It is common for individual resources on both the Tyler and Western Riverside COG project teams to fill multiple roles. Similarly, it is common for some roles to be filled by multiple people.

5.1 Tyler Roles & Responsibilities

Tyler assigns a project manager prior to the start of each Phase of the Project (some Projects may only be one Phase in duration). Additional Tyler resources are assigned as the schedule develops and as needs arise.

5.1.1 Tyler Executive Manager

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the Project team and collaborates with other Tyler department managers as needed to escalate and facilitate implementation Project tasks and decisions.

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying the Western Riverside COG 's overall organizational strategy.
- Authorizes required Project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Acts as the counterpart to the Western Riverside COG 's executive sponsor.

5.1.2 Tyler Implementation Manager

- Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. The Tyler project managers consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler Project Manager or with Western Riverside COG management as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level.
- Assigns Tyler Project personnel.
- Provides support for the Project team.
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors Project progress including progress towards agreed upon goals and objectives.

5.1.3 Tyler Project Manager

- The Tyler project manager(s) provides oversight of the Project, coordination of Tyler resources between departments, management of the Project budget and schedule, effective risk, and issue management, and is the primary point of contact for all Project related items. As requested by the Western Riverside COG, the Tyler Project Manager provides regular updates to the Western Riverside COG Steering Committee and other Tyler governance members. Tyler Project Manager's role includes responsibilities in the following areas:

5.1.3.1 Contract Management

- Validates contract compliance throughout the Project.
- Ensures Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions.
- Prepares and presents contract milestone sign-offs for acceptance by the Western Riverside COG project manager(s).
- Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.

5.1.3.2 Planning

- Delivers project planning documents.
- Defines Project tasks and resource requirements.
- Develops initial Project schedule and Project Management Plan.

- Collaborates with the Western Riverside COG project manager(s) to plan and schedule Project timelines to achieve on-time implementation.

5.1.3.3 Implementation Management

- Tightly manages Scope and budget of Project to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
- Establishes and manages a schedule and Tyler resources that properly support the Project Schedule and are also in balance with Scope/budget.
- Establishes risk/issue tracking/reporting process between the Western Riverside COG and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to the Western Riverside COG any items that may impact the outcomes of the Project.
- Collaborates with the Western Riverside COG 's project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the project.
- Collaborates with the Western Riverside COG 's project manager(s) to set a routine communication plan that will aide all Project team members, of both the Western Riverside COG and Tyler, in understanding the goals, objectives, status, and health of the Project.

5.1.3.4 Resource Management

- Acts as liaison between Project team and Tyler manager(s).
- Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
- Provides direction and support to Project team.
- Manages the appropriate assignment and timely completion of tasks as defined in the Project Schedule, task list, and Go-Live Checklist.
- Assesses team performance and adjusts as necessary.
- Consulted on in Scope 3rd party providers to align activities with ongoing Project tasks.

5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Documents activities for services performed by Tyler.
- Guides the Western Riverside COG through software validation process following configuration.
- Assists during Go-Live process and provides support until the Western Riverside COG transitions to Client Services.
- Facilitates training sessions and discussions with the Western Riverside COG and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- May provide conversion review and error resolution assistance.

5.1.5 Tyler Sales

- Supports Sales to Implementation knowledge transfer during Initiate & Plan.
- Provides historical information, as needed, throughout implementation.
- Participates in pricing activities if additional licensing and/or services are needed.

5.1.6 Tyler Technical Services

- Maintains Tyler infrastructure requirements and design document(s).
- Involved in system infrastructure planning/review(s).

- Provides first installation of licensed software with initial database on servers.
- Supports and assists the project team with technical/environmental issues/needs.
- Deploys Tyler products.
- Conducts GIS Planning.
- Reviews GIS data and provides feedback to the Western Riverside COG.
- Loads Western Riverside COG provided GIS data into the system.

5.2 Western Riverside COG Roles & Responsibilities

Western Riverside COG resources will be assigned prior to the start of each Phase of the Project. One person may be assigned to multiple Project roles.

5.2.1 Western Riverside COG Executive Sponsor

The Western Riverside COG executive sponsor provides support to the Project by providing strategic direction and communicating key issues about the Project and its overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated Project issues. The executive sponsor engages in the Project, as needed, to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day Project activities. The executive sponsor empowers the Western Riverside COG steering committee, project manager(s), and functional leads to make critical business decisions for the Western Riverside COG.

- Champions the project at the executive level to secure buy-in.
- Authorizes required project resources.
- Actively participates in organizational change communications.

5.2.2 Western Riverside COG Steering Committee

The Western Riverside COG steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation for the Project’s value throughout the organization. The steering committee oversees the Western Riverside COG project manager and Project through participation in regular internal meetings. The Western Riverside COG steering committee remains updated on all Project progress, Project decisions, and achievement of Project milestones. The Western Riverside COG steering committee also serves as primary level of issue resolution for the Project.

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.
- Provides support for the project team.
- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.
- Ensures the project staffed appropriately and that staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:
 - Cost
 - Scope
 - Schedule
 - Project Goals
 - Western Riverside COG Policies
 - Needs of other client projects

5.2.3 Western Riverside COG Project Manager

The Western Riverside COG shall assign project manager(s) prior to the start of this project with overall responsibility and authority to make decisions related to Project Scope, scheduling, and task assignment. The Western Riverside COG Project Manager should communicate decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When the Western Riverside COG project manager(s) do not have the knowledge or authority to make decisions, he or she engages the necessary resources to participate in discussions and make decisions in a timely fashion to avoid Project delays. The Western Riverside COG project manager(s) are responsible for reporting to the Western Riverside COG steering committee and determining appropriate escalation points.

5.2.3.1 Contract Management

- Validates contract compliance throughout the project.
- Ensures that invoicing and Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions. Collaborates on and approves Change Requests, if needed, to ensure proper scope and budgetary compliance.

5.2.3.2 Planning

- Reviews and accepts project planning documents.
- Defines project tasks and resource requirements for the Western Riverside COG project team.
- Collaborates in the development and approval of the project schedule.
- Collaborates with Tyler project manager(s) to plan and schedule project timelines to achieve on-time implementation.

5.2.3.3 Implementation Management

- Tightly manages project budget and scope.
- Collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure that scope changes and budget (planned versus actual) are transparent and handled effectively and efficiently.
- Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the project schedule as a whole and is also in balance with scope and budget.
- Collaborates with Tyler project manager(s) to establish risk and issue tracking and reporting process between the Western Riverside COG and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Tyler any items that may impact the outcomes of the project.
- Collaborates with Tyler project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
- Routinely communicates with both the Western Riverside COG staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members.
- Manages the requirements gathering process and ensure timely and quality business requirements are being provided to Tyler.

5.2.3.4 Resource Management

- Acts as liaison between project team and stakeholders.
- Identifies and coordinates all Western Riverside COG resources across all modules, phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.

- Provides direction and support to project team.
- Builds partnerships among the various stakeholders, negotiating authority to move the project forward.
- Manages the appropriate assignment and timely completion of tasks as defined.
- Assesses team performance and takes corrective action, if needed.
- Provides guidance to Western Riverside COG technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution.
- Owns the relationship with in-Scope 3rd party providers and aligns activities with ongoing project tasks.
- Ensures that users have appropriate access to Tyler project toolsets as required.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

5.2.4 Western Riverside COG Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Contributes business process expertise for Current & Future State Analysis.
- Identifies and includes additional subject matter experts to participate in Current & Future State Analysis.
- Validates that necessary skills have been retained by end users.
- Provides End Users with dedicated time to complete required homework tasks.
- Acts as an ambassador/champion of change for the new process and provide business process change support.
- Identifies and communicates any additional training needs or scheduling conflicts to the Western Riverside COG project manager.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
 - Task completion
 - Stakeholder Meeting
 - Project Management Plan development
 - Schedule development
 - Maintenance and monitoring of risk register
 - Escalation of issues
 - Communication with Tyler project team
 - Coordination of Western Riverside COG resources
 - Attendance at scheduled sessions
 - Change management activities
 - Modification specification, demonstrations, testing and approval assistance
 - Data analysis assistance
 - Decentralized end user training
 - Process testing
 - Solution Validation

5.2.5 Western Riverside COG Power Users

- Participate in project activities as required by the project team and project manager(s).

- Provide subject matter expertise on the Western Riverside COG business processes and requirements.
- Act as subject matter experts and attend Current & Future State Analysis sessions as needed.
- Attend all scheduled training sessions.
- Participate in all required post-training processes as needed throughout project.
- Test all application configuration to ensure it satisfies business process requirements.
- Become application experts.
- Participate in Solution Validation.
- Adopt and support changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Demonstrate competency with Tyler products processing prior to Go-live.
- Provide knowledge transfer to the Western Riverside COG staff during and after implementation.
- Participate in conversion review and validation.

5.2.6 Western Riverside COG End Users

- Attend all scheduled training sessions.
- Become proficient in application functions related to job duties.
- Adopt and utilize changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Utilize software to perform job functions at and beyond Go-live.

5.2.7 Western Riverside COG Technical Lead

- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Coordinates and adds new users, printers and other peripherals as needed.
- Validates that all users understand log-on process and have necessary permission for all training sessions.
- Coordinates interface development for Western Riverside COG third party interfaces.
- Develops or assists in creating reports as needed.
- Ensures on-site system meets specifications provided by Tyler.
- Assists with software installation as needed.
- Extracts and transmits conversion data and control reports from the Western Riverside COG's legacy system per the conversion schedule set forth in the project schedule.

5.2.7.1 Western Riverside COG GIS

- Participates in GIS planning activities.
- Responsible for management and maintenance of Western Riverside COG GIS infrastructure and data.
- Ensures GIS data/service endpoints are in alignment with Tyler software requirements.
- Provides Tyler implementation team with GIS data/service access information.

5.2.7.2 Western Riverside COG Upgrade Coordination

- Becomes familiar with the software upgrade process and required steps.
- Becomes familiar with Tyler's releases and updates.

- Utilizes Tyler resources to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage the Western Riverside COG’s software upgrade process.
- Assists with the software upgrade process during implementation.
- Manages software upgrade activities post-implementation.
- Manages software upgrade plan activities.
- Coordinates software upgrade plan activities with Western Riverside COG and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder acceptance to upgrade production environment.

5.2.8 Western Riverside COG Change Management Lead

- Validates that users receive timely and thorough communication regarding process changes.
- Provides coaching to supervisors to prepare them to support users through the project changes.
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively.
- Identifies areas of resistance and develops a plan to reinforce the change.
- Monitors post-production performance and new process adherence.

Part 3: Project Plan

6. Project Stages

Work Breakdown Structure

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called “Stages” and the second level components are called “Work Packages”. The work packages, shown below each stage, contain the high-level work to be done. The detailed Project Schedule, developed during Project/Phase Planning and finalized during subsequent stages, lists the tasks to be completed within each work package. Each stage ends with a “Control Point”, confirming the work performed during that stage of the Project has been accepted by the Western Riverside COG.

Work Breakdown Structure (WBS)

1. Initiate & Plan	2. Assess & Define	3. Prepare Solution	4. Production Readiness	5. Production	6. Close
1.1 Initial Coordination	2.1 Solution Orientation	3.1 Initial System Deployment	4.1 Solution Validation	5.1 Go Live	6.1 Phase Close Out
1.2 Project/Phase Planning	2.2 Current & Future State Analysis	3.2 Configuration	4.2 Go Live Readiness	5.2 Transition to Client Services	6.2 Project Close Out
1.3 GIS Planning*	2.3 Modification Analysis	3.3 Process Refinement	4.3 End User Training	5.3 Post Go Live Activities	
1.4 Infrastructure Planning	2.4 Conversion Assessment	3.4 Conversion Delivery			
1.5 Stakeholder Meeting	2.5 Data Assessment	3.5 Data Delivery			
		3.6 Modifications*			

**Items noted with an asterisk in the graphic above relate to specific products and services. If those products and services are not included in the scope of the contract, these specific work packages will be noted as “This work package is not applicable” in Section 6 of the Statement of Work.*

6.1 Initiate and Plan

The Initiate and Plan stage involves Project initiation, infrastructure, and planning. This stage creates a foundation for the Project by identifying and establishing sequence and timing for each Phase as well as verifying scope for the Project. This stage will be conducted at the onset of the Project, with a few unique items being repeated for the additional Phases as needed.

6.1.1 Initial Coordination

Prior to Project commencement, Tyler management assigns project manager(s). Additional Project resources will be assigned later in the Project as a Project schedule is developed. Tyler provides the Western Riverside COG with initial Project documents used to gather names of key personnel, their functional role as it pertains to the Project, as well as any blackout dates to consider for future planning. The Western Riverside COG gathers the information requested by the provided deadline ensuring preliminary planning and scheduling can be conducted moving the Project forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with the Western Riverside COG’s team. During this step, Tyler will work with the Western Riverside COG to establish the date(s) for the Project and Phase Planning session.

Objectives:

- Formally launch the project.
- Establish project governance.
- Define and communicate governance for Tyler.
- Identify Western Riverside COG project team.

STAGE 1	Initial Coordination																
	Tyler							Western Riverside COG									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Tyler project team is assigned	A	R	C	I	I	I	I		I		I						
Western Riverside COG project team is assigned									A	I	R	I	I	I			
Provide initial project documents to the Western Riverside COG		A	R	C			C		I		I						
Gather preliminary information requested			I						A		R	C		C		C	C
Sales to implementation knowledge transfer		A	R	I	I	I	I				I						

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
		A	R						I		C	C	I				
		A	R						I		C	C	I				
		A	R	I	I	I	I		I	I	C	C	I	I	C		I

Inputs	Contract documents
	Statement of Work
	Guide to Starting Your Project

Outputs / Deliverables	Acceptance Criteria [only] for Deliverables
Project Management Plan	Delivery of document
Project Operational Plan	Delivery of document
Initial Project Schedule	Western Riverside COG provides acceptance of schedule based on resource availability, project budget, and goals.

Work package assumptions:

- Western Riverside COG has reviewed and completed the Guide to Starting Your Project document.

6.1.3 GIS Planning

GIS data is a core part of many Tyler applications. Other Western Riverside COG offices/products may also use this data and have different GIS requirements. A key focus of this preparation will be the process for developing the GIS data for use with Tyler applications. This can be an iterative process, so it is important to begin preparation early.

Objectives:

- Identify all Western Riverside COG GIS data sources and formats.
- Tyler to understand the Western Riverside COG’s GIS needs and practices.
- Ensure the Western Riverside COG’s GIS data meets Tyler product requirements.

STAGE 1	GIS Preparation	
	Tyler	Western Riverside COG

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
	Initial GIS Planning Meeting	A	R				C				C						C
	Determine all GIS Data Sources			I			I		A		R						C
	Provide Source GIS Data			I			I		A		R						C
	Review GIS Data and Provide Feedback	A	R				C				I						C

Inputs	GIS Requirements Document
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Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Production Ready Map Data	Meets Tyler GIS Requirements.

Work package assumptions:

- GIS data provided to Tyler is accurate and complete.
- GIS data provided to Tyler is current.
- Western Riverside COG is responsible for maintaining the GIS data.

6.1.4 Infrastructure Planning

Procuring required hardware and setting it up properly is a critical part of a successful implementation. Tyler will be responsible for building the environments for a hosted/SaaS deployment, unless otherwise identified in the Agreement. . The Western Riverside COG is responsible for the installation, setup and maintenance of all peripheral devices.

Objectives:

- Ensure the Western Riverside COG’s infrastructure meets Tyler’s application requirements.
- Ensure the Western Riverside COG’s infrastructure is scheduled to be in place and available for use on time.

STAGE 1	Infrastructure Planning	
	Tyler	Western Riverside COG

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads
Initial Infrastructure Communication		A	R		C		C				C						C
Schedule Environment Availability		A	R				C				I						

Inputs	Initial Infrastructure Requirements
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Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Completed Infrastructure Requirements	Delivery of Requirements

6.1.5 Stakeholder Meeting

Communication of the Project planning outcomes to the Western Riverside COG Project team, executives and other key stakeholders is vital to Project success. The Stakeholder meeting is a strategic activity to inform, engage, gain commitment, and instill confidence in the Western Riverside COG team. During the meeting, the goals and objectives of the Project will be reviewed along with detail on Project scope, implementation methodology, roles and responsibilities, Project timeline and schedule, and keys to Project success.

Objectives:

- Formally present and communicate the project activities and timeline.
- Communicate project expectations.

STAGE 1	Stakeholder Meeting																
	Tyler								Western Riverside COG								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Create Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C		I				
Review Stakeholder Meeting Presentation		I	C						A		R		C				

Perform Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C	I	I	I	I	I	I
--	---	---	---	---	---	--	--	--	---	---	---	---	---	---	---	---	---

Inputs	Agreement
	SOW
	Project Management Plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Stakeholder Meeting Presentation	

Work package assumptions:

- None

6.1.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this stage includes completion of all criteria listed below.

Note: Advancement to the Assess & Define stage is not dependent upon Tyler’s receipt of this stage acceptance.

Initiate & Plan Stage Deliverables:

- Project Management Plan
- Initial Project Schedule

Initiate & Plan stage acceptance criteria:

- All stage deliverables accepted based on acceptance criteria previously defined
- Project governance defined
- Project portal made available to the Western Riverside COG
- Stakeholder meeting complete
- GIS Data Production Ready
- Completed Infrastructure Requirements and Design Document
- System Passes Infrastructure Audit (as applicable)

6.2 Assess & Define

The Assess & Define stage will provide an opportunity to gather information related to current Western Riverside COG business processes. This information will be used to identify and define business processes utilized with Tyler software. The Western Riverside COG collaborates with Tyler providing complete and accurate information to Tyler staff and assisting in analysis, understanding current workflows and business processes.

6.2.1 Solution Orientation

The Solution Orientation provides the Project stakeholders a high-level understanding of the solution functionality prior to beginning the current and future state analysis. The primary goal is to establish a foundation for upcoming conversations regarding the design and configuration of the solution.

Tyler utilizes a variety of tools for the Solution Orientation, focusing on Western Riverside COG team knowledge transfer such as: eLearning, documentation, or walkthroughs. The Western Riverside COG team will gain a better understanding of the major processes and focus on data flow, the connection between configuration options and outcome, integration, and terminology that may be unique to Tyler’s solution.

Objectives:

- Provide a basic understanding of system functionality.
- Prepare the Western Riverside COG for current and future state analysis.

STAGE 2	Solution Orientation																
	Tyler							Western Riverside COG									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Provide pre-requisites			A	R							I	I		I	I		I
Complete pre-requisites											A	R		C			C
Conduct orientation			A	R							I	I		I	I		I

Inputs	Solution orientation materials
	Training Plan

6.2.2 Current & Future State Analysis

The Current & Future State Analysis provides the Project stakeholders and Tyler an understanding of process changes that will be achieved with the new system.

The Western Riverside COG and Tyler will evaluate current state processes, options within the new software, pros and cons of each based on current or desired state and make decisions about the future state configuration and processing. This may occur before or within the same timeframe as the configuration work package. The options within the new software will be limited to the scope of this implementation and will make use of standard Tyler functionality.

The Western Riverside COG will adopt the existing Tyler solution wherever possible to avoid project schedule and quality risk from over customization of Tyler products. It is the Western Riverside COG’s responsibility to verify that in-scope requirements are being met throughout the implementation if functional requirements

are defined as part of the contract. The following guidelines will be followed when evaluating if a modification to the product is required:

- A reasonable business process change is available.
- Functionality exists which satisfies the requirement.
- Configuration of the application satisfies the requirement.
- An in-scope modification satisfies the requirement.

Requirements that are not met will follow the agreed upon change control process and can have impacts on the project schedule, scope, budget, and resource availability.

STAGE 2	Current & Future State Analysis																
	Tyler							Western Riverside COG									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Current State process review			A	R	I	I	I				C	C	C	C			C
Discuss future-state options			A	R	C	C	C				C	C	C	C			C
Make future-state decisions (non-COTS)			C	C	C	C	C				A	R	I	C			C
Document anticipated configuration options required to support future state			A	R	C	C	C				I	I	I	I			I

Inputs	Western Riverside COG current state documentation
	Solution Orientation completion

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Documentation that describes future-state decisions and configuration options to support future-state decisions.	Delivery of document

Work package assumptions:

- Western Riverside COG attendees possess sufficient knowledge and authority to make future state decisions.
- The Western Riverside COG is responsible for any documentation of current state business processes.
- The Western Riverside COG can effectively communicate current state processes.

6.2.3 This work package is not applicable.

6.2.4 Conversion Assessment

Data Conversions are a major effort in any software implementation. Tyler’s conversion tools facilitate the predictable, repeatable conversion process that is necessary to support a successful transition to the Tyler system. The first step in this process is to perform an assessment of the existing (“legacy”) system(s), to better understand the source data, risks, and options available. Once the data has been analyzed, the plan for data conversion is completed and communicated to the appropriate stakeholders.

Objectives:

- Communicate a common understanding of the project goals with respect to data.
- Ensure complete and accurate source data is available for review/transfer.
- Map the data from the source to the Tyler system.
- Document the data conversion/loading approach.

STAGE 2	Data Conversion Assessment																
	Tyler							Western Riverside COG									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Extract Data from Source Systems			I		C						A						R
Review and Scrub Source Data			I	I	I						A	R		C			I
Build/Update Data Conversion Plan			R	C	C						C	I	I	I			I

Inputs	Western Riverside COG Source data
	Western Riverside COG Source data Documentation (if available)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data Conversion Plan built/updated	Western Riverside COG Acceptance of Data Conversion Plan, if Applicable

Work package assumptions:

- Tyler will be provided with data from the Legacy system(s) in a mutually agreed upon format.

- Tyler will work with the Western Riverside COG representatives to identify business rules before writing the conversion.
- Western Riverside COG subject matter experts and resources most familiar with the current data will be involved in the data conversion planning effort.

6.2.5 This work package is not applicable.

6.2.6 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Note: Advancement to the Prepare Solution Stage is dependent upon Tyler’s receipt of the Stage Acceptance.

Assess & Define Stage Deliverables:

- Documentation of future state decisions and configuration options to support future state decisions.
- Modification specification document.
- Assess & Define Stage Acceptance Criteria:
- All stage deliverables accepted based on criteria previously defined.
- Solution Orientation is delivered.
- Conversion data extracts are received by Tyler.
- Data conversion plan built.

6.3 Prepare Solution

During the Prepare Solution stage, information gathered during the Initiate & Plan and Assess & Define stages will be used to install and configure the Tyler software solution. Software configuration will be validated by the Western Riverside COG against future state decisions defined in previous stages and processes refined as needed to ensure business requirements are met.

6.3.1 Initial System Deployment

The timely availability of the Tyler Solution is important to a successful Project implementation. The success and timeliness of subsequent work packages are contingent upon the initial system deployment of Tyler Licensed Software on an approved network and infrastructure. Delays in executing this work package can affect the project schedule.

Objectives:

- All licensed software is installed and operational.
- The Western Riverside COG can access the software.

STAGE 3	Initial System Deployment (Hosted/SaaS)*	
	Tyler	Western Riverside COG

<p>RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed</p>	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Prepare hosted environment			A				R				I						C
Install Licensed Software for Included Environments			A				R				I						C
Install Licensed Software on Western Riverside COG Devices (if applicable)			I				C				A						R
Tyler System Administration Training (if applicable)			A				R				I						C

Outputs / Deliverables	Acceptance Criteria [only] for Deliverables
Licensed Software is Installed on the Server(s)	Software is accessible
Licensed Software is Installed on Western Riverside COG Devices (if applicable)	Software is accessible
Installation Checklist/System Document	

Work package assumptions:

- The most current available version of the Tyler Licensed Software will be installed.
- The Western Riverside COG will provide network access for Tyler modules, printers, and Internet access to all applicable Western Riverside COG and Tyler Project staff.

6.3.2 Configuration

The purpose of Configuration is to prepare the software product for validation.

Tyler staff collaborates with the Western Riverside COG to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. The Western Riverside COG collaborates with Tyler staff iteratively to validate software configuration.

Objectives:

- Software is ready for validation.

- Educate the Western Riverside COG Power User how to configure and maintain software.
- Prepare standard interfaces for process validation (if applicable).

STAGE 3	Configuration																
	Tyler							Western Riverside COG									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Conduct configuration training			A	R							I	C		C			
Complete Tyler configuration tasks (where applicable)			A	R							I	I		I			
Complete Western Riverside COG configuration tasks (where applicable)			I	C							A	R		C			
Standard interfaces configuration and training (if applicable)			A	R			C				I	C		C			C
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Documentation that describes future state decisions and configuration options to support future state decisions.
--------	--

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Configured System	

Work package assumptions:

- Tyler provides guidance for configuration options available within the Tyler software. The Western Riverside COG is responsible for making decisions when multiple options are available.

6.3.3 Process Refinement

Tyler will educate the Western Riverside COG users on how to execute processes in the system to prepare them for the validation of the software. The Western Riverside COG collaborates with Tyler staff iteratively to validate software configuration options to support future state.

Objectives:

- Ensure that the Western Riverside COG understands future state processes and how to execute the processes in the software.
- Refine each process to meet the business requirements.
- Validate standard interfaces, where applicable.
- Validate forms and reports, where applicable.

STAGE 3	Process Refinement																
	Tyler							Western Riverside COG									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Conduct process training			A	R							I	C	I	C			
Confirm process decisions			I	C					A		R	C	I	C			
Test configuration			I	C						A	R			C			
Refine configuration (Western Riverside COG Responsible)			I	C							A	R		C			
Refine configuration (Tyler Responsible)			A	R							I	I		I			
Validate interface process and results			I	C			C				A	R		C			C
Update Western Riverside COG-specific process documentation (if applicable)			I	C							A	R		C			
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Initial Configuration
	Documentation that describes future state decisions and configuration options to support future state decisions.
	Solution validation test plan

Outputs / Deliverables	Acceptance Criteria [only] for Deliverables
	Updated solution validation test plan

Completed Western Riverside COG-specific process documentation (completed by Western Riverside COG)

Work package assumptions:

- None

6.3.4 Conversion Delivery

The purpose of this task is to transition the Western Riverside COG’s data from their source (“legacy”) system(s) to the Tyler system(s). The data will need to be mapped from the legacy system into the new Tyler system format. A well-executed data conversion is key to a successful cutover to the new system(s).

With guidance from Tyler, the Western Riverside COG will review specific data elements within the system and identify / report discrepancies. Iteratively, Tyler will collaborate with the Western Riverside COG to address conversion discrepancies. This process will allow for clean, reconciled data to transfer from the source system(s) to the Tyler system(s). Reference Conversion Appendix for additional detail.

```

graph LR
    A((Pull Data & Conversion Balancing Reports)) --> B((Map Conversion))
    B --> C((Write & Run Conversion Program))
    C --> D((Load Data for Testing))
    D --> E((Validate Data))
    E --> F((Conversion Reviews Completed))
    F --> G((Final Conversion))
    E --> H((Report & Correct Errors))
    H --> C
  
```

Objectives:

- Data is ready for production (Conversion).

STAGE 3	Data Delivery & Conversion																
	Tyler							Western Riverside COG									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads

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Provide data crosswalks/code mapping tool			A	C	R						I	I		I				
Populate data crosswalks/code mapping tool			I	C	C						A	R		C				
Iterations: Conversion Development			A	C	R						I							I
Iterations: Deliver converted data			A		R						I							I
Iterations: Proof/Review data and reconcile to source system			C	C	C						A	R		C				C

Inputs	
	Data Conversion Plan
	Configuration

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Code Mapping Complete / Validated	
	Conversion Iterations / Reviews Complete	Conversion complete, verified, and ready for final pass

Work package assumptions:

- The Western Riverside COG will provide a single file layout per source system as identified in the investment summary.
- The Western Riverside COG subject matter experts and resources most familiar with the current data will be involved in the data conversion effort.
- The Western Riverside COG project team will be responsible for completing the code mapping activity, with assistance from Tyler.

6.3.5 This work package is not applicable.

6.3.6 This work package is not applicable.

6.3.7 Control Point 3: Prepare Solution Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below in each Work Package.

Note: Advancement to the Production Readiness Stage is dependent upon Tyler’s receipt of the Stage Acceptance.

Prepare Solution Stage Deliverables:

- Licensed software is installed.

- Installation checklist/system document.
- Conversion iterations and reviews complete.

Prepare Solution Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Software is configured.
- Solution validation test plan has been reviewed and updated if needed.

6.4 Production Readiness

Activities in the Production Readiness stage will prepare the Western Riverside COG team for go-live through solution validation, the development of a detailed go-live plan and end user training. A readiness assessment will be conducted with the Western Riverside COG to review the status of the project and the organizations readiness for go-live.

6.4.1 Solution Validation

Solution Validation is the end-to-end software testing activity to ensure that the Western Riverside COG verifies all aspects of the Project (hardware, configuration, business processes, etc.) are functioning properly, and validates that all features and functions per the contract have been deployed for system use.

Objectives:

- Validate that the solution performs as indicated in the solution validation plan.
- Ensure the Western Riverside COG organization is ready to move forward with go-live and training (if applicable).

STAGE 4	Solution Validation																
	Tyler							Western Riverside COG									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Update Solution Validation plan			A	R	C						C	C		C			
Update test scripts (as applicable)			C	C	C						A	R		C			
Perform testing			C	C	C						A	R		C			
Document issues from testing			C	C	C						A	R		C			
Perform required follow-up on issues			A	R	C						C	C		C			

Inputs	Solution Validation plan
	Completed work product from prior stages (configuration, business process, etc.)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Solution Validation Report	Western Riverside COG updates report with testing results

Work package assumptions:

- Designated testing environment has been established.
- Testing includes current phase activities or deliverables only.

6.4.2 Go-Live Readiness

Tyler and the Western Riverside COG will ensure that all requirements defined in Project planning have been completed and the Go-Live event can occur, as planned. A go-live readiness assessment will be completed identifying risks or actions items to be addressed to ensure the Western Riverside COG has considered its ability to successfully Go-Live. Issues and concerns will be discussed, and mitigation options documented. Tyler and the Western Riverside COG will jointly agree to move forward with transition to production. Expectations for final preparation and critical dates for the weeks leading into and during the Go-Live week will be planned in detail and communicated to Project teams.

Objectives:

- Action plan for go-live established.
- Assess go-live readiness.
- Stakeholders informed of go-live activities.

STAGE 4	Go-Live Readiness																
	Tyler							Western Riverside COG									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Perform Readiness Assessment	I	A	R	C	C	I	C	I	I	I	I		I				I
Conduct Go-Live planning session		A	R	C							C	C	C	C	C		C
Order peripheral hardware (if applicable)			I							A	R						C
Confirm procedures for Go-Live issue reporting & resolution		A	R	I	I	I	I				C	C	I	I	I	I	I

Develop Go-Live checklist		A	R	C	C						C	C	I	C			C
Final system infrastructure review (where applicable)			A					R			C						C

Inputs	Future state decisions
	Go-live checklist

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated go-live checklist	Updated Action plan and Checklist for go-live delivered to the Western Riverside COG

Work package assumptions:

- None

6.4.3 End User Training

End User Training is a critical part of any successful software implementation. Using a training plan previously reviewed and approved, the Project team will organize and initiate the training activities.

Tyler Led: Tyler provides training for all applicable users. One or multiple occurrences of each scheduled training or implementation topic will be covered.

Tyler will provide standard application documentation for the general use of the software. It is not Tyler’s responsibility to develop Western Riverside COG specific business process documentation. Western Riverside COG-led training labs using Western Riverside COG specific business process documentation if created by the Western Riverside COG can be added to the regular training curriculum, enhancing the training experiences of the end users.

Objectives:

- End users are trained on how to use the software prior to go-live.
- The Western Riverside COG is prepared for on-going training and support of the application.

STAGE 4	End User Training																
	Tyler							Western Riverside COG									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Update training plan		A	R	C							C		I		C		
End User training (Tyler-led)		A	R	C							C	C	I	C	C	C	
Train-the-trainer		A	R	C							C	C	I	C			

End User training (Western Riverside COG-led)			C	C									A	R	I	C	C	C	
--	--	--	---	---	--	--	--	--	--	--	--	--	---	---	---	---	---	---	--

Inputs	Training Plan
	List of End Users and their Roles / Job Duties
	Configured Tyler System

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	End User Training	Western Riverside COG signoff that training was delivered

Work package assumptions:

- The Western Riverside COG project team will work with Tyler to jointly develop a training curriculum that identifies the size, makeup, and subject-area of each of the training classes.
- Tyler will work with the Western Riverside COG as much as possible to provide end-user training in a manner that minimizes the impact to the daily operations of Western Riverside COG departments.
- The Western Riverside COG will be responsible for training new users after go-live (exception—previously planned or regular training offerings by Tyler).

6.4.4 Control Point 4: Production Readiness Stage Acceptance

Acceptance criteria for this stage includes all criteria listed below. Advancement to the Production stage is dependent upon Tyler’s receipt of the stage acceptance.

Production Readiness stage deliverables:

- Solution Validation Report.
- Update go-live action plan and/or checklist.
- End user training.

Production Readiness stage acceptance criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live planning session conducted.

6.5 Production

Following end user training the production system will be fully enabled and made ready for daily operational use as of the scheduled date. Tyler and the Western Riverside COG will follow the comprehensive action plan laid out during Go-Live Readiness to support go-live activities and minimize risk to the Project during go-live. Following go-live, Tyler will work with the Western Riverside COG to verify that implementation work is concluded, post go-live activities are scheduled, and the transition to Client Services is complete for long-term operations and maintenance of the Tyler software.

6.5.1 Go-Live

Following the action plan for Go-Live, defined in the Production Readiness stage, the Western Riverside COG and Tyler will complete work assigned to prepare for Go-Live.

The Western Riverside COG provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final conversion iteration, if applicable. If defined in the action plan, the Western Riverside COG manually enters any data added to the Legacy System after final data extract into the Tyler system.

Tyler staff collaborates with the Western Riverside COG during Go-Live activities. The Western Riverside COG transitions to Tyler software for day-to day business processing.

Some training topics are better addressed following Go-Live when additional data is available in the system or based on timing of applicable business processes and will be scheduled following Go-Live per the Project Schedule.

Objectives:

- Execute day to day processing in Tyler software.
- Western Riverside COG data available in Production environment.

STAGE 5	Go-Live																
	Tyler							Western Riverside COG									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Provide final source data extract, if applicable			C	C							A						R
Final source data pushed into production environment, if applicable			A	C	R						I	C		C			C
Proof final converted data, if applicable			C	C	C						A	R		C			
Complete Go-Live activities as defined in the Go-Live action plan			C	C	C					A	R	C	I	C			
Provide Go-Live assistance			A	R	C	C		I			C	C	I	C		I	C

Inputs	Comprehensive Action Plan for Go-Live
	Final source data (if applicable)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data is available in production environment	Western Riverside COG confirms data is available in production environment

Work package assumptions:

- The Western Riverside COG will complete activities documented in the action plan for Go-Live as scheduled.
- External stakeholders will be available to assist in supporting the interfaces associated with the Go-Live live process.
- The Western Riverside COG business processes required for Go-Live are fully documented and tested.
- The Western Riverside COG Project team and subject matter experts are the primary point of contact for the end users when reporting issues during Go-Live.
- The Western Riverside COG Project Team and Power User’s provide business process context to the end users during Go-Live.

6.5.2 Transition to Client Services

This work package signals the conclusion of implementation activities for the Phase or Project with the exception of agreed-upon post Go-Live activities. The Tyler project manager(s) schedules a formal transition of the Western Riverside COG onto the Tyler Client Services team, who provides the Western Riverside COG with assistance following Go-Live, officially transitioning the Western Riverside COG to operations and maintenance.

Objectives:

- Ensure no critical issues remain for the project teams to resolve.
- Confirm proper knowledge transfer to the Western Riverside COG teams for key processes and subject areas.

STAGE 5	Transition to Client Services																
	Tyler							Western Riverside COG									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Transfer Western Riverside COG to Client Services and review issue reporting and resolution processes	I	I	A	I	I			R	I	I	C	C		C			

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated issues log	

Work package assumptions:

- System is being used in a live production state.

6.5.4 Control Point 5: Production Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below:

- Advancement to the Close stage is not dependent upon Tyler’s receipt of this Stage Acceptance.
- Converted data is available in production environment.

Production Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live activities defined in the Go-Live action plan completed.
- Client services support document is provided.

6.6 Close

The Close stage signifies full implementation of all products purchased and encompassed in the Phase or Project. The Western Riverside COG transitions to the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Client Services).

6.6.1 Phase Closeout

This work package represents Phase completion and signals the conclusion of implementation activities for the Phase. The Tyler Client Services team will assume ongoing support of the Western Riverside COG for systems implemented in the Phase.

Objectives:

- Agreement from Tyler and the Western Riverside COG teams that activities within this phase are complete.

STAGE 6	Phase Close Out	
	Tyler	Western Riverside COG

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Reconcile project budget and status of contract Deliverables	I	A	R						I	I	C						
Hold post phase review meeting		A	R	C	C	C	C				C	C	C	C			C
Release phase-dependent Tyler project resources	A	R	I								I						

Participants	Tyler	Western Riverside COG
	Project Leadership	Project Manager
	Project Manager	Project Sponsor(s)
	Implementation Consultants	Functional Leads, Power Users, Technical Leads
	Technical Consultants (Conversion, Deployment, Development)	
	Client Services	

Inputs	Contract
	Statement of Work
	Project artifacts

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Final action plan (for outstanding items)	
	Reconciliation Report	
	Post Phase Review	

Work package assumptions:

- Tyler deliverables for the phase have been completed.

6.6.2 Project Closeout

Completion of this work package signifies final acceptance and formal closing of the Project.

At this time the Western Riverside COG may choose to begin working with Client Services to look at continuous improvement Projects, building on the completed solution.

Objectives:

- Confirm no critical issues remain for the project teams to resolve.
- Determine proper knowledge transfer to the Western Riverside COG teams for key processes and subject areas has occurred.
- Verify all deliverables included in the Agreement are delivered.

STAGE 6	Project Close Out																
	Tyler							Western Riverside COG									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Conduct post project review		A	R	C	C	C	C				C	C	C	C			C
Deliver post project report to Western Riverside COG and Tyler leadership	I	A	R						I	I	C						
Release Tyler project resources	A	R	I								I						

Inputs	Contract
	Statement of Work

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Post Project Report	Western Riverside COG acceptance; Completed report indicating all project Deliverables and milestones have been completed

Work package assumptions:

- All project implementation activities have been completed and approved.
- No critical project issues remain that have not been documented and assigned.
- Final project budget has been reconciled and invoiced.
- All Tyler deliverables have been completed.

6.6.3 Control Point 6: Close Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Close Stage Deliverables:

- Post Project Report.

Close Stage Acceptance Criteria:

- Completed report indicating all Project deliverables and milestones have been completed.

7. General Assumptions

Tyler and the Western Riverside COG will use this SOW as a guide for managing the implementation of the Tyler Project as provided and described in the Agreement. There are a few assumptions which, when acknowledged and adhered to, will support a successful implementation. Assumptions related to specific work packages are documented throughout the SOW. Included here are general assumptions which should be considered throughout the overall implementation process.

7.1 Project

- Project activities will begin after the Agreement has been fully executed.
- The Western Riverside COG Project Team will complete their necessary assignments in a mutually agreed upon timeframe to meet the scheduled go-live date, as outlined in the Project Schedule.
- Sessions will be scheduled and conducted at a mutually agreeable time.
- Additional services, software modules and modifications not described in the SOW or Agreement will be considered a change to this Project and will require a Change Request Form as previously referenced in the definition of the Change Control Process.
- Tyler will provide a written agenda and notice of any prerequisites to the Western Riverside COG project manager(s) ten (10) business days or as otherwise mutually agreed upon time frame prior to any scheduled on-site or remote sessions, as applicable.
- Tyler will provide guidance for configuration and processing options available within the Tyler software. If multiple options are presented by Tyler, the Western Riverside COG is responsible for making decisions based on the options available.
- Implementation of new software may require changes to existing processes, both business and technical, requiring the Western Riverside COG to make process changes.
- The Western Riverside COG is responsible for defining, documenting, and implementing their policies that result from any business process changes.

7.2 Organizational Change Management

Unless otherwise contracted by Tyler, Western Riverside COG is responsible for managing Organizational Change. Impacted Western Riverside COG resources will need consistent coaching and reassurance from their leadership team to embrace and accept the changes being imposed by the move to new software. An important part of change is ensuring that impacted Western Riverside COG resources understand the value of the change, and why they are being asked to change.

7.3 Resources and Scheduling

- Western Riverside COG resources will participate in scheduled activities as assigned in the Project Schedule.
- The Western Riverside COG team will complete prerequisites prior to applicable scheduled activities. Failure to do so may affect the schedule.
- Tyler and the Western Riverside COG will provide resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.

- Abbreviated timelines and overlapped Phases require sufficient resources to complete all required work as scheduled.
- Changes to the Project Schedule, availability of resources or changes in Scope will be requested through a Change Request. Impacts to the triple constraints (scope, budget, and schedule) will be assessed and documented as part of the change control process.
- The Western Riverside COG will ensure assigned resources will follow the change control process and possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, change control process buy-in, and knowledge.
- The Western Riverside COG makes timely Project related decisions to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Failure to do so may affect the schedule, as each analysis and implementation session is dependent on the decisions made in prior sessions.
- The Western Riverside COG will respond to information requests in a comprehensive and timely manner, in accordance with the Project Schedule.
- The Western Riverside COG will provide adequate meeting space or facilities, including appropriate system connectivity, to the project teams including Tyler team members.
- For on-site visits, Tyler will identify a travel schedule that balances the needs of the project and the employee.

7.4 Data

- Data will be converted as provided and Tyler will not create data that does not exist.
- The Western Riverside COG is responsible for the quality of legacy data and for cleaning or scrubbing erroneous legacy data.
- Tyler will work closely with the Western Riverside COG representatives to identify business rules before writing the conversion. The Western Riverside COG must confirm that all known data mapping from source to target have been identified and documented before Tyler writes the conversion.
- All in-scope source data is in data extract(s).
- Each legacy system data file submitted for conversion includes all associated records in a single approved file layout.
- The Western Riverside COG will provide the legacy system data extract in the same format for each iteration unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget and resource availability may occur and/or data in the new system may be incorrect.
- The Western Riverside COG Project Team is responsible for reviewing the converted data and reporting issues during each iteration, with assistance from Tyler.
- The Western Riverside COG is responsible for providing or entering test data (e.g., data for training, testing interfaces, etc.)

7.5 Facilities

- The Western Riverside COG will provide dedicated space for Tyler staff to work with Western Riverside COG resources for both on-site and remote sessions. If Phases overlap, Western Riverside COG will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- The Western Riverside COG will provide staff with a location to practice what they have learned without distraction.

8. Glossary

Word or Term	Definition
Acceptance	Confirming that the output or deliverable is suitable and conforms to the agreed upon criteria.
Accountable	The one who ultimately ensures a task or deliverable is completed; the one who ensures the prerequisites of the task are met and who delegates the work to those responsible. [Also see RACI]
Application	A computer program designed to perform a group of coordinated functions, tasks, or activities for the benefit of the user.
Application Programming Interface (API)	A defined set of tools/methods to pass data to and received data from Tyler software products
Agreement	This executed legal contract that defines the products and services to be implemented or performed.
Business Process	The practices, policy, procedure, guidelines, or functionality that the client uses to complete a specific job function.
Business Requirements Document	A specification document used to describe Client requirements for contracted software modifications.
Change Request	A form used as part of the Change Control process whereby changes in the scope of work, timeline, resources, and/or budget are documented and agreed upon by participating parties.
Change Management	Guides how we prepare, equip and support individuals to successfully adopt change in order to drive organizational success & outcomes
Code Mapping [where applicable]	An activity that occurs during the data conversion process whereby users equate data (field level) values from the old system to the values available in the new system. These may be one to one or many to one. Example: Old System [Field = eye color] [values = BL, Blu, Blue] maps to New Tyler System [Field = Eye Color] [value = Blue].
Consulted	Those whose opinions are sought, typically subject matter experts, and with whom there is two-way communication. [Also see RACI]
Control Point	This activity occurs at the end of each stage and serves as a formal and intentional opportunity to review stage deliverables and required acceptance criteria for the stage have been met.
Data Mapping [where applicable]	The activity determining and documenting where data from the legacy system will be placed in the new system; this typically involves prior data analysis to understand how the data is currently used in the legacy system and how it will be used in the new system.
Deliverable	A verifiable document or service produced as part of the Project, as defined in the work packages.
Go-Live	The point in time when the Client is using the Tyler software to conduct daily operations in Production.
Informed	Those who are kept up-to-date on progress, often only on completion of the task or deliverable, and with whom there is just one-way communication. [Also see RACI]

Infrastructure	The composite hardware, network resources and services required for the existence, operation, and management of the Tyler software.
Interface	A connection to and potential exchange of data with an external system or application. Interfaces may be one way, with data leaving the Tyler system to another system or data entering Tyler from another system, or they may be bi-directional with data both leaving and entering Tyler and another system.
Integration	A standard exchange or sharing of common data within the Tyler system or between Tyler applications
Legacy System	The software from which a client is converting.
Modification	Custom enhancement of Tyler’s existing software to provide features or functions to meet individual client requirements documented within the scope of the Agreement.
On-site	Indicates the work location is at one or more of the client’s physical office or work environments.
Organizational Change	The process of changing an organization's strategies, processes, procedures, technologies, and culture, as well as the effect of such changes on the organization.
Output	A product, result or service generated by a process.
Peripheral devices	An auxiliary device that connects to and works with the computer in some way. Some examples: scanner, digital camera, printer.
Phase	A portion of the Project in which specific set of related applications are typically implemented. Phases each have an independent start, Go-Live and closure dates but use the same Implementation Plans as other Phases of the Project. Phases may overlap or be sequential and may have different Tyler resources assigned.
Project	The delivery of the software and services per the agreement and the Statement of Work. A Project may be broken down into multiple Phases.
RACI	A matrix describing the level of participation by various roles in completing tasks or Deliverables for a Project or process. Individuals or groups are assigned one and only one of the following roles for a given task: Responsible (R), Accountable (A), Consulted (C), or Informed (I).
Remote	Indicates the work location is at one or more of Tyler’s physical offices or work environments.
Responsible	Those who ensure a task is completed, either by themselves or delegating to another resource. [Also see RACI]
Scope	Products and services that are included in the Agreement.

Solution	The implementation of the contracted software product(s) resulting in the connected system allowing users to meet Project goals and gain anticipated efficiencies.
Stage	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project.
Standard	Software functionality that is included in the base software (off-the-shelf) package; is not customized or modified.
Statement of Work (SOW)	Document which will provide supporting detail to the Agreement defining Project-specific activities, services, and Deliverables.
System	The collective group of software and hardware that is used by the organization to conduct business.
Test Scripts	The steps or sequence of steps that will be used to validate or confirm a piece of functionality, configuration, enhancement, or Use Case Scenario.
Training Plan	Document(s) that indicate how and when users of the system will be trained relevant to their role in the implementation or use of the system.
Validation (or to validate)	The process of testing and approving that a specific Deliverable, process, program, or product is working as expected.
Work Breakdown Structure (WBS)	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.
Work Package	A group of related tasks within a project.

Part 4: Appendices

9. Conversion

9.1 ERP Pro Financials Conversion Summary

9.1.1 General Ledger

Standard Conversion Includes:

- Full chart of accounts listing, descriptions, and corresponding account types
- Element (segment) values and descriptions
- Summarized budget figures for current fiscal year
- Unlimited historical transactions as provided by client.

NOTE: Training will be provided on how to import additional budget years from Excel.

9.1.2 Accounts Payable

Standard Conversion Includes:

- Vendor master information, address, primary contact, and NOTES
- Unlimited historical transactions as provided by client.

9.1.3 Personnel Management

Standard Conversion Includes:

- Basic employee information – employee master, address, primary contact, dates, phone numbers, dependents, **NOTES**
- Employee Deductions & Taxes
- Employee Direct Deposit Information
- Employee Leave Balances
- Employee Retirement
- Rates/Base Pay (salary / hourly compensation)
- Unlimited historical transactions provided by client.

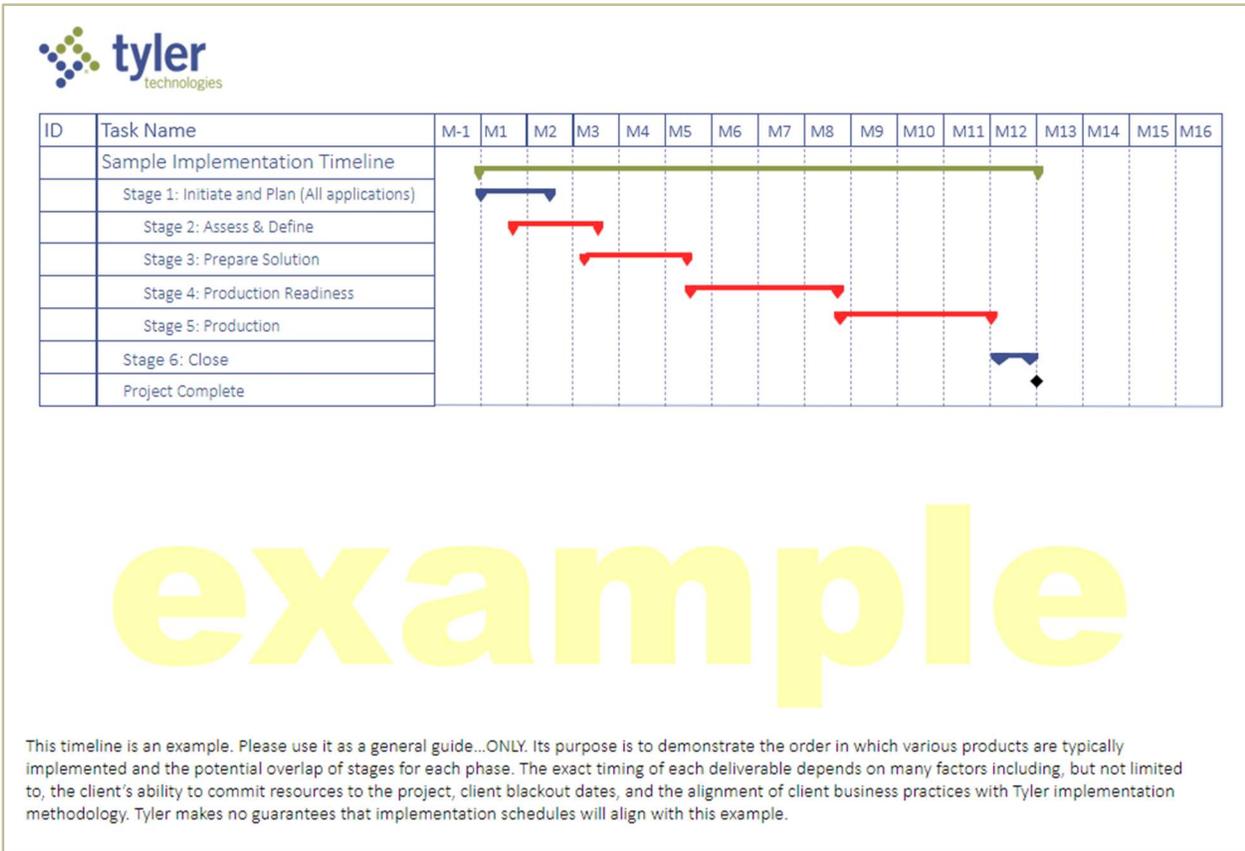
NOTE: Employee positions/deductions will be created according to recommended best business practices.

10. Additional Appendices

10.1 This work package is not applicable.

11. Project Timeline

11.1 ERP Pro Financial Management Timeline





BINDER

**The Solution for Professional Services,
Privacy and Network Security**

Agency Name: Marsh
 Licensed Surplus Lines Broker: Thomas Tenerowicz
 Broker Contact: James Tullett
 Agency Address: 1166 Ave of Americas

Licensed Surplus Lines Broker Email: Thomas Tenerowicz
 [Redacted]
 Mailing Address: 1166 Ave of Americas
 Date: 6/17/2024

We are pleased to present our binder for Tyler Technologies, Inc. Please review the terms carefully as they may differ from what was requested in the coverage specifications sent with the risk submission. If you believe there are any discrepancies, or the terms do not adequately reflect the placed policy, please contact us immediately.

Parent Company: Tyler Technologies, Inc.
 Mailing Address: 5101 Tennyson Parkway, Plano, TX 75024

Insurer: QBE SPECIALTY INSURANCE COMPANY (Non-admitted)
 One QBE Way, Sun Prairie, Wisconsin 53596
 Home Office: c/o CT Corporation System
 314 East Thayer Avenue
 Bismarck, North Dakota 58501-4018

Policy Period:
 From: 6/17/2024 To: 6/17/2025
 At 12:01 A.M. Standard Time at the Parent Company's mailing address above

Coverage, Limit of Liability, Retention and Retroactive Date:

Maximum Limit of Liability of \$10,000,000 for all **Claims, Events and Extortion Threats** subject to the following Aggregate Limits of Liability

	Limit of Liability			
Liability Coverage(s)				
[Technology and Professional Liability Coverage]	\$10,000,000	in the aggregate	[Redacted]	[Redacted]
[Media Liability Coverage]	\$10,000,000	in the aggregate	[Redacted]	[Redacted]
[Network Security and Privacy Liability Coverage]	\$10,000,000	in the aggregate	[Redacted]	[Redacted]
[Privacy Regulatory Proceeding Coverage]	\$10,000,000	in the aggregate	[Redacted]	[Redacted]
Reimbursement Coverage(s)				
[Event Expense Coverage]	\$10,000,000	in the aggregate	[Redacted]	[Redacted]
[Network Extortion Coverage]	\$10,000,000	in the aggregate	[Redacted]	[Redacted]
[Business Interruption Coverage]	\$10,000,000, except only \$10,000,000 for Business Interruption Coverage	in the aggregate	[Redacted]	[Redacted]

relating to a
managed
services IT
provider's
Computer
Network

Waiting Period:

12 hours

Professional Services:

Technology Services Definition

Scheduled Media:

All programming, advertising Material, publications, productions, articles, films, videos, social media feeds, or photographs produced or disseminated by the Insured.

Premium:

[REDACTED]

Commission:

[REDACTED]

Expiry of Binder:

Policy inception date

Credit Terms:

30 days from date of inception

Subjectivities:

N/A

[Redacted]

Regards,

[Redacted]

QBE North America

[Redacted]



Western Riverside Council of Governments WRCOG Executive Committee

Staff Report

Subject: I-REN Monthly Activities Update
Contact: Benjamin Druyon, Program Manager, bdruyon@wrcog.us, (951) 405-6727
Date: October 7, 2024

Recommended Action(s):

1. Receive and file.

Summary:

The Inland Regional Energy Network (I-REN) is a coalition of three councils of government: the Western Riverside Council of Governments (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 together to establish locally administered, designed, and delivered energy efficiency (EE) 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 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 EE 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

supports 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:

- Inaugural public sector working group on September 26, 2024: Four in-person locations and virtual attendance to provide program information to I-REN agencies, identify potential projects, and offer Technical Assistance to move projects forward.
- Program Administrator Coordination
 - I-REN led the first quarterly public sector Portfolio Administrator Sector Coordination (PASC) meeting on September 5: PASC meetings established in the Joint Cooperation Memo (JCM) for Program Administrator coordination.
 - I-REN and SoCalREN held their first recurring bi-monthly coordination call on September 11 to discuss agency engagement and coordination.
- Additional TEC staff were brought on to support CVAG and WRCOG staff with public sector project implementation and tracking.
- Two training series videos are in development based on agency feedback (topics: facility benchmarking and BUC).

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.

- The I-REN Forum, *Revitalizing the Past: Energy Efficient Retrofits for Historic Buildings*, has been rescheduled to October 8, 2024.
- Upcoming trainings for the remainder of the year include:
 - Single-Family Lighting (September 19, in collaboration with Energy Code Ace),
 - Spanish-language AC/HP training (September 23, 24, 30 and October 1, in partnership with IHACI),
 - Nonresidential HVAC Alterations (October 10, in partnership with Energy Code Ace),
 - Basics of Reach Codes (November 14), and
 - Navigating the Energy Code (December 12)
- This year, a total of 156 participants have attended trainings and forum. This includes 27 unique jurisdictions and 99 unique individuals.
- I-REN's Technical Assistance team is beginning to develop energy code fact sheets unique to I-REN's climate zones and specific to our jurisdictions' energy code requests.

Workforce Education & Training (WET) Programs: The goal of I-REN's WET cross-cutting sector activities is to ensure there is a trained workforce to support and realize 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 (HTR), tribal, and disadvantaged communities (DAC). Below are some updates for our WET programs.

- The next cycle of Fellows began the week of September 23, 2024.

I-REN Events / Activities Around the Region: In the coming reports, I-REN will include member agency updates and spotlights on successes from 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):

None.



Western Riverside Council of Governments WRCOG Executive Committee

Staff Report

Subject: Approval of First Amendment to a Professional Services Agreement for On-Call Planning Services between WRCOG and GHD, Inc.

Contact: Cameron Brown, Program Manager, cbrown@wrcog.us, (951) 405-6711

Date: October 7, 2024

Recommended Action(s):

1. Authorize the Executive Director to execute a First Amendment to the On-Call Professional Services Agreement between WRCOG and GHD, Inc., for support to WRCOG with transportation planning and staff support activities and services, and to increase the total not-to-exceed amount from \$200,000 to \$550,000.

Summary:

In 2023, WRCOG established a Professional Services Agreement (PSA) with GHD to support the TUMF Program and its Nexus Study Update. The Nexus Study Update was approved by the Executive Committee on September 9, 2024. To implement the next steps in the process and update the TUMF Administrative Plan, WRCOG staff is requesting an increase in the PSA's total not-to-exceed amount from \$200,000 to \$550,000.

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 First Amendment to the PSA between WRCOG and GHD for on-call services to WRCOG. 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.

WRCOG released a Request for Proposal for On-Call Planning Services in December 2021 to establish a new On-Call Planning consultant bench. WRCOG received the following number of responses for the respective disciplines:

- Ten submittals for Grant Writing Assistance
- Seven submittals for Land Use / Housing Planning
- Eight submittals for Transportation Planning

A total of 12 consultants were determined to be qualified to serve on the consultant bench for the variety of disciplines included on the consultant bench that was established in 2022, and PSAs were established accordingly based on WRCOG's work plan and requested work to consultants.

On-Call PSA Background

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 document establishes that "Agreements shall be written for a period not to exceed three years from the date of award with no more than two, one-year 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."

Present Situation

Proposed First Amendment to PSA between WRCOG and GHD: 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.

GHD is one of the consultants that WRCOG established a PSA with in June 2022, as part of the On-Call Planning consultant bench, in order to assist with support of the TUMF Program and provide the technical work for the TUMF Nexus Study Update. The PSA established a not-to-exceed amount of \$200,000. The funding for this activity comes directly from the TUMF Program. Since the PSA was

established, GHD has been requested by WRCOG to provide direct technical assistance on TUMF Program. Efforts have included the below activities:

- Developed technical information used to develop the latest TUMF Nexus Study adopted on September 9, 2024.
- Provided support as a Program liaison through on-site staff support and participation in regular Public Works Committee meetings.
- Provided technical support to assist WRCOG staff to administer the TUMF Program. These activities include confirming fee obligations consistent with the Nexus Study, and completing ad-hoc revisions to the fee calculation handbook.

As part of WRCOG's Fiscal Year 2024/2025 Work Plan, WRCOG intends to implement the Nexus Study update as previously approved by the Executive Committee. This approval requires that WRCOG implement updates to the TUMF Fee Collection Handbook and the TUMF Fee Estimator Tool. WRCOG staff will be requesting the assistance of GHD to assist in the implementation of the handbook and estimator tool. As the Nexus Study update changes take effect, this help will be critical in maintaining a seamless transition of the Program to a revised fee schedule and to updated administrative policy.

Prior Action(s):

June 5, 2023: The Executive Committee authorized the Executive Director to execute a new On-Call Professional Services Agreement between WRCOG and GHD, Inc., for support to WRCOG with transportation planning and staff support activities and services in an amount not-to-exceed \$200,000, for a term of the Agreement through June 30, 2025.

Financial Summary:

The Transportation & Planning Department activities are included in the Agency's adopted Fiscal Year 2024/2025 Budget under the Transportation Department under the TUMF and LTF Programs.

Attachment(s):

[Attachment 1 - GHD On-Call Planning PSA - First Amendment](#)

**FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
AND
GHD INC.**

1. PARTIES AND DATE.

This First Amendment is made and entered into this ___ day of _____, 2024, by and between the Western Riverside Council of Governments, a California public agency (“WRCOG”) and GHD Inc., a California S-Corporation (“Consultant”). WRCOG and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

2. RECITALS.

2.1 Master Agreement.

WRCOG and Consultant have entered into that certain Professional Services Agreement dated June 5, 2023 (“Master Agreement”).

2.2 First Amendment.

WRCOG and Consultant desire to enter into this First Amendment for the purposes of providing additional compensation for Services.

3. TERMS.

3.1 Additional Compensation. Section 3.3.1 of the Master Agreement is hereby deleted and replaced as follows:

“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 Take Order shall be set forth in the relevant Task Order. The total compensation for all Task Orders issued hereunder shall not exceed **Five Hundred Thousand Dollars (\$550,000)** 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.”

3.2 Continuation of Existing Provisions.

Except as amended by this First Amendment, all provisions of the Master Agreement, including without limitation the indemnity and insurance provisions, shall remain in full force and effect and shall govern the actions of the Parties under this First Amendment.

3.3 Counterparts.

This First Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute one instrument.

3.4 Electronic Delivery of Amendment; Electronic Signatures.

A manually signed copy of this First Amendment 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 First Amendment for all purposes. This First Amendment may be signed using an electronic signature.

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment as of the date first written above.

WRCOG

WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS

By: _____
Dr. Kurt Wilson
Executive Director

CONSULTANT

GHD INC.,
a California S-Corporation

By: _____
Kamesh Vedula
Vice-President

Approved to Form:

ATTEST:

By: _____
Steven C. DeBaun
General Counsel

By: _____
Its: _____



Western Riverside Council of Governments WRCOG Executive Committee

Staff Report

Subject: Approval of the 2024 TUMF Central Zone 5-Year Transportation Improvement Program

Contact: Cameron Brown, Program Manager, cbrown@wrcog.us, (951) 405-6712

Date: October 7, 2024

Recommended Action(s):

1. Approve the 2024 TUMF Central Zone 5-Year Transportation Improvement Program.

Summary:

Staff and elected officials representing each jurisdiction within the TUMF Central Zone 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 2024 TUMF Central Zone 5-year TIP. 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. The TUMF Central Zone is represented by the Cities of Menifee, Moreno Valley, and Perris, and the County of Riverside (District 1, 3, 5).

Present Situation

TUMF funds are programmed through a collaborative exercise involving each of WRCOG's member agencies which participate in the TUMF Program. The TUMF Central Zone Executive Committee has

met and recommended approval of the TIP. The TIP has been vetted by WRCOG and member agency staff, and is being recommended for approval by the WRCOG Executive Committee.

The WRCOG Executive Committee is being asked to approve this TIP so that local agencies may enter into reimbursement agreements with WRCOG on the project funding allocated.

Prior Action(s):

September 5, 2024: The TUMF Central Zone Executive Committee recommended that the WRCOG Executive Committee approve the 2024 TUMF Central Zone 5-Year Transportation Improvement Program.

Financial Summary:

Transportation Department activities are included in the Agency's adopted Fiscal Year 2024/2025 Budget under the Transportation Department. TUMF revenue and expenditures are associated with Fund 220 for its programmatic costs and Fund 110 for its administrative costs.

Attachment(s):

[Attachment 1 - FY2024-2025 TUMF Central Zone 5-Year Transportation Improvement Program](#)



Fiscal Year 2024/2025 Central Zone 5-Year Transportation Improvement Program

Fiscal Year		FY24/25	FY25/26	FY26/27	FY27/28	FY28/29	Current Programmed Phase Balance	Total Phase Payments/ Expenditures	Original Programmed Phase Cost	Reimbursement Agreement Values	Last Invoiced	Max Share (2022)
Forecast Revenues		\$9,071,757	\$ 9,162,475	\$ 9,208,287	\$ 9,254,328	\$ 9,346,872	\$ 79,430,972	\$ (31,984,281)	\$ 99,601,467			
Carryover Revenues (As of March 2022)		\$ 23,962,530	\$ (19,901,260)	\$ (30,336,210)	\$ (28,025,923)	\$ (18,771,595)						
Available Revenue		\$33,034,287	\$ (10,738,785)	\$ (21,127,923)	\$ (18,771,595)	\$ (9,424,723)						
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 \$ 4,389,215	\$ -	\$ -	\$ -	\$ -	\$ 4,389,215	\$ (372,123)	\$ 4,761,338	\$ 600,000	2/26/2024	\$ 14,074,000
		ENG \$ 1,500,000	\$ -	\$ -	\$ -	\$ -	\$ 1,500,000	\$ -	\$ 1,500,000	\$ 1,813,338		
23-CN-RCY-1198	Gilman Springs Rd (SR-60 to Bridge St)	PLN \$ 500,000	\$ 500,000	\$ -	\$ -	\$ -	\$ 1,000,000	\$ -	\$ 1,000,000	NA	NA	\$ 13,445,000
		ROW \$ 2,000,000	\$ -	\$ -	\$ -	\$ -	\$ 2,000,000	\$ -	\$ -			\$ -
23-CN-RCY-1199	Nuevo Rd (Dunlap Dr to Menifee Rd)	PLN \$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ 500,000	\$ -	\$ 500,000	NA		
City of Menifee												
18-CN-MEN-1181	Holland Road (Antelope to Haun) & I-215 Overcrossing	CON \$5,469,575	\$ -	\$ -	\$ -	\$ -	\$ 5,469,575	\$ (5,785,425)	\$ 11,255,000	\$ 11,255,000	8/21/2023	\$ 24,441,000
		PLN \$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (150,000)	\$ 150,000	\$ 150,000		
18-CN-MEN-1182	Scott Road Widening (Sunset Ave to I-215)	ENG \$ 815,754	\$ -	\$ -	\$ -	\$ -	\$ 815,754	\$ (1,704,246)	\$ 2,520,000	\$ 2,220,000	6/27/2023	\$ 14,665,000
		ROW \$ 2,509,000	\$ -	\$ -	\$ -	\$ -	\$ 2,509,000	\$ -	\$ 2,509,000	N/A		
		PLN \$ 446,577	\$ -	\$ -	\$ -	\$ -	\$ 446,577	\$ (976,916)	\$ 1,423,493	\$ 1,423,493		
20-CN-MEN-1183	McCall/I-215 Interchange	ENG \$800,000	\$ 579,425	\$ -	\$ -	\$ -	\$ 1,379,425	\$ (500)	\$ 1,379,925	\$ 1,379,925	9/7/2023	\$ 18,243,000
		ROW \$ 403,940	\$ 2,500,000	\$ -	\$ -	\$ -	\$ 2,903,940	\$ (1,830)	\$ 405,770	\$ 405,770		
		PLN \$ 74,520	\$ -	\$ -	\$ -	\$ -	\$ 74,520	\$ (57,480)	\$ 132,000	\$ 132,000		
21-CN-MEN-1197	McCall Blvd Widening (Aspell Rd to Menifee Rd)	ENG \$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (330,000)	\$ 330,000	\$ 330,000	9/20/2023	\$ 2,859,000
		ROW \$ 532,426	\$ -	\$ -	\$ -	\$ -	\$ 532,426	\$ (15,574)	\$ 548,000	\$ 548,000		
		CON \$ 1,507,000	\$ 342,000	\$ -	\$ -	\$ -	\$ 1,849,000	\$ -	\$ 1,849,000	\$ 1,507,000		
		PLN \$ 284,000	\$ -	\$ -	\$ -	\$ -	\$ 284,000	\$ -	\$ 284,000	\$ 284,000		
23-CN-MEN-1189	Menifee Road Widening (Garbani Road to Scott Road)	ENG \$ 709,000	\$ -	\$ -	\$ -	\$ -	\$ 709,000	\$ -	\$ 709,000	\$ 709,000	No Invoices	\$ 2,992,000
		ROW \$ -	\$ 1,176,000	\$ -	\$ -	\$ -	\$ 1,176,000	\$ -	\$ 1,526,000	\$ 1,526,000		
24-CN-MEN-1316	SR-74/I-215 Interchange	PLN \$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ 500,000	\$ -	\$ -	\$ -		\$ 0



City of Moreno Valley																							
05-CN-MOR-1012	Moreno Beach Drive/SR-60 Interchange Phase II - Overcrossing	PLN	\$	-	\$	-	\$	-	\$	-	\$	(1,229,943)	\$	1,229,943	\$	861,849	5/18/2023	\$	32,306,000				
		ENG	\$	-	\$	-	\$	-	\$	-	\$	-	\$	(4,068,087)	\$	4,068,087				\$	3,570,631		
		ROW	\$	-	\$	-	\$	-	\$	-	\$	-	\$	(5,365,199)	\$	218,000				\$	5,626,000		
		CON	\$	9,775,942	\$	500,000	\$	-	\$	-	\$	-	\$	10,275,942	\$	(4,224,058)				\$	14,500,000	\$	14,500,000
20-CN-MOR-1184	Redlands Blvd/SR-60 Interchange	PLN	\$	3,028,610	\$	-	\$	-	\$	-	\$	3,028,610	\$	(471,390)	\$	3,500,000	\$	3,500,000.00	11/17/2023	\$	39,934,000		
		ENG	\$	3,000,000.00	\$	-	\$	-	\$	-	\$	-	\$	3,000,000	\$	-	\$	3,000,000				N/A	
		ROW	\$	-	\$	4,000,000.00	\$	-	\$	-	\$	-	\$	4,000,000	\$	-	\$	4,000,000				N/A	
22-CN-MOR-1307	Theodore WLC/SR60 Interchange	PLN	\$	162,715	\$	-	\$	-	\$	-	\$	162,715	\$	(87,284.89)	\$	250,000	\$	250,000.00	No Invoices	\$	39,934,000		
		PSE	\$	6,250,000	\$	1,000,000	\$	-	\$	-	\$	-	\$	7,250,000	\$	-	\$	7,250,000				\$	3,250,000.00
		ROW	\$	5,000,000	\$	-	\$	-	\$	-	\$	-	\$	5,000,000	\$	-	\$	5,000,000				\$	-
City of Perris																							
18-CN-PER-1180	Goetz Road (Ethanac Road to Case Road)	ENG	\$	135,220	\$	-	\$	-	\$	-	\$	135,220	\$	(555,780)	\$	691,000	\$	691,000	4/28/2021	\$	2,847,000		
		ROW	\$	491,670	\$	-	\$	-	\$	-	\$	-	\$	491,670	\$	(608,330)	\$	1,100,000				\$	1,100,000
		CON	\$	715,000	\$	-	\$	-	\$	-	\$	-	\$	715,000	\$	-	\$	715,000				\$	715,000
13-CN-PER-1164	Perris Boulevard Widening, Phase II (I-215 to Case)	ENG	\$	44,220	\$	-	\$	-	\$	-	\$	44,220	\$	(705,780)	\$	150,000	\$	150,000	8/8/2018	\$	6,598,000		
		ROW	\$	808,257	\$	-	\$	-	\$	-	\$	-	\$	808,257	\$	(1,235,900)	\$	627,570				\$	627,570
		CON	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	(2,183,413)	\$	2,183,413				\$	3,700,000
21-CN-PER-1200	Case Rd (Bonnie Rd to I-215)	CON	\$	-	\$	2,000,000	\$	-	\$	-	\$	2,000,000	\$	-	\$	2,000,000	NA						
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	N/A			
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	\$	121,907	\$	-	\$	-	\$	-	\$	121,907	\$	(28,093)	\$	150,000	\$	150,000	12/7/2019	\$	1,740,000		
		ENG	\$	461,000	\$	-	\$	-	\$	-	\$	-	\$	461,000	\$	-	\$	461,000				\$	461,000
		ROW	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-				\$	311,000
Total Programmed Capital Expenditures			\$	52,935,547	\$	19,597,425	\$	6,898,000	\$	-	\$	-											
Total Programmed Balance Carryover*			\$	(19,901,260)	\$	(30,336,210)	\$	(28,025,923)	\$	(18,771,595)	\$	(9,424,723)											

Summary Table								
Fiscal Year	FY24/25	FY25/26	FY26/27	FY27/28	FY28/29	5-Year Total Available Revenue	5-Year Total Programmed	5-Year Balance
Available Revenue	\$ 33,034,287	\$ (10,738,785)	\$ (21,127,923)	\$ (18,771,595)	\$ (9,424,723)			
Total Funded/Obligated Expenditures	\$ 52,935,547	\$ 19,597,425	\$ 6,898,000	\$ -	\$ -	\$ 70,006,249	\$ 79,430,972	\$ (9,424,723)
Carryover Balance	\$ (19,901,260)	\$ (30,336,210)	\$ (28,025,923)	\$ (18,771,595)	\$ (9,424,723)			

Notes:
 Phases: planning=PLN, engineering=ENG, right-of-way=ROW, construction=CON



Western Riverside Council of Governments WRCOG Executive Committee

Staff Report

Subject: TUMF Program Activities Update: Approval of One TUMF Reimbursement Agreement Amendment

Contact: Brian Piche-Cifuentes, Transportation Analyst I, bpiche-cifuentes@wrcog.us, (951) 405-6705

Date: October 7, 2024

Recommended Action(s):

1. Authorize the Executive Director to execute a third TUMF Reimbursement Agreement Amendment with the City of Corona for the Planning, Engineering, and Construction Phases of the McKinley Street / BNSF Railroad Grade Separation Project in an amount not to exceed \$12,853,600.

Summary:

The City of Corona is requesting to enter into a TUMF Reimbursement Agreement Amendment with WRCOG for an \$11,223,000 investment to construct a 4-lane grade separation at the BNSF crossing on McKinley Street, including sidewalks, bicycle lanes, and a tied arch bridge. The project aims to improve infrastructure, reduce traffic congestion, and enhance quality of life, with a total cost not exceeding \$12,853,600.

Purpose / WRCOG 2022-2027 Strategic Plan Goal:

The purpose of this item is to request approval of one TUMF Reimbursement Agreement Amendment. 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.

A TUMF Credit Agreement is a document between WRCOG, a member agency, and a developer, and allows WRCOG to provide credit towards TUMF fees. This credit is established by work completed for the Planning, Design, Engineering, and/or Construction Phase(s) of a TUMF facility. To enter into a Credit Agreement, the project must have eligible funding identified in WRCOG's current TUMF Nexus Study. TUMF Credit Agreements give credit for eligible infrastructure built as part of new development. Developers contribute to the TUMF Program through direct work on facilities. The maximum amount of credit a developer can receive is determined through the TUMF Nexus Study project list.

Present Situation

TUMF Reimbursement Agreement Amendment:

1. The McKinley Street / BNSF Railroad Grade Separation (05-NW-COR-1048) set the amount of funding in the Planning and Engineering phases to an amount not to exceed \$1,630,600. An increase in project funding has now been requested by the City in a third Amendment of \$11,223,000, for a total not to exceed \$12,853,600.

Prior Action(s):

October 30, 2010: The Executive Committee authorized the Executive Director to execute a second TUMF Reimbursement Agreement Amendment with the City of Corona for the McKinley Street / BNSF Railroad Separation in an amount not to exceed \$1,630,600.

March 17, 2010: The Executive Committee authorized the Executive Director to execute a first TUMF Reimbursement Agreement Amendment with the City of Corona for the McKinley Street / BNSF Railroad Separation in an amount not to exceed \$1,750,000

August 30, 2005: The Executive Committee authorized the Executive Director to execute a TUMF Reimbursement Agreement with the City of Corona for the McKinley Street / BNSF Railroad Separation in an amount not to exceed \$1,500,000.

Financial Summary:

The Reimbursement Agreement noted is 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 - Amendment #3 - McKinley Street - BNSF Railroad Separation](#)

**AMENDMENT NO. 3 TO TRANSPORTATION UNIFORM MITIGATION FEE
PROGRAM AGREEMENT**

MCKINLEY STREET/BNSF RAILROAD SEPARATION

This Amendment No. 3 to Transportation Uniform Mitigation Fee Program Agreement (“Amendment No. 3”) is entered into this _____ day of _____, 2024, by and between the WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS (“WRCOG”) and **CITY OF CORONA** (“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 **August 30, 2005** (“Agreement”). The Agreement provides the terms and conditions, scope of work, schedule and funding amount for the construction of the **McKinley Street/BNSF Railroad Grade Separation (SR91 to Magnolia)** (hereinafter the “Project”).

B. WRCOG and AGENCY have entered into an amendment to the Agreement titled “Amendment to Transportation Uniform Mitigation Fee Program Agreement” that is dated March 17, 2010 for the purpose of making the funding amount consistent with the Northwest Zone Transportation Improvement Program (“Amendment No. 1”)/

C. WRCOG and AGENCY have entered into an amendment to the Agreement titled “Amendment 2 to Transportation Uniform Mitigation Fee Program Agreement” that is dated October 30, 2013 for the purpose of increasing the funding amount (“Amendment No. 2”).

D. The Parties desire to amend the Agreement, as amended by Amendment Nos. 1 and 2, by increasing the funding amount pursuant to Sections 6 and 33 of the Agreement.

E. The increase in the funding amount and other revisions are needed for completing the Project described in the Agreement and the Parties desire to amend the Agreement to allow certain newly available funding to be used for funding the Right-of-Way and Construction phases of the Project pursuant to the Agreement.

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, as amended by Amendment Nos. 1 and 2, is hereby increased by **Eleven Million Two Hundred Twenty-Three Thousand Dollars (\$11,223,000)** from **One Million Six Hundred Thirty Thousand Six Hundred Dollars (\$1,630,600)** to an amount not to exceed **Twelve Million Eight Hundred Fifty-Three Thousand Six Hundred Dollars (\$12,853,600)**.

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, as amended by Amendments Nos. 1 and 2, are hereby replaced in their entirety by Exhibits "A", "A-1", and "A-2" of this Amendment No. 3, which are attached hereto and incorporated by reference.

4. The above-stated Recitals are hereby fully incorporated into Amendment No. 3.

5. Except to the extent specifically modified or amended hereunder, all of the terms, covenants and conditions of the Agreement, as modified, shall remain in full force and effect between the Parties hereto.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 3 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 CORONA

By: _____
Dr. Kurt Wilson, Executive Director

By: _____
Savat Khamphou, Public Works Director

Approved to Form:

Approved to Form:

By: _____
Steven C. DeBaun
General Counsel

By: _____
Dean Derleth
City Attorney

Attest:

By: _____
Sylvia Edwards, City Clerk

Exhibit A

SCOPE OF SERVICES

1. SCOPE OF WORK:

Construction of a 4-lane overhead grade separation at the BNSF crossing at McKinley Street just south of Sampson Avenue. Project limits extend from Magnolia Avenue to the South to the State Route 91 to the north covering approximately 2300 lineal feet including 0.75 miles of new sidewalk improvements and 0.5 miles of class II bicycle lanes. The new 290 foot plus long tied arch bridge crosses over the railroad tracks and the Arlington Channel and Sampson Avenue, both located within 100 feet north of the tracks. The project will add a new loop road across from the SR-91 westbound ramps to connect McKinley Street to Sampson Avenue. The project also modifies the eastbound off-ramp, eastbound loop on-ramp, and the eastbound slip on-ramp at the SR-91 freeway.

TUMF funds will be utilized for PA&ED, PS&E, RIGHT OF WAY, and CONSTRUCTION phases as indicated in Exhibit “A-1”.

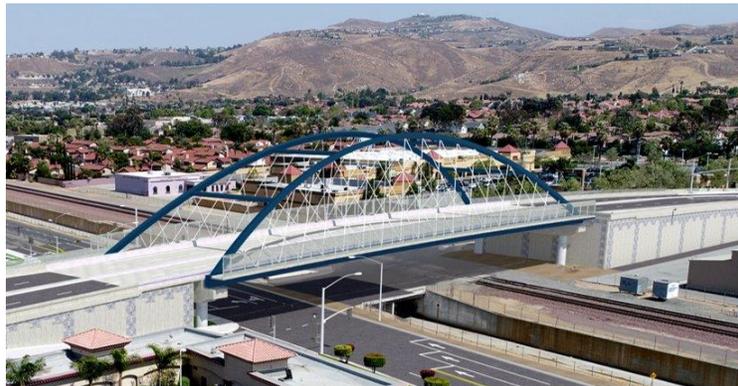
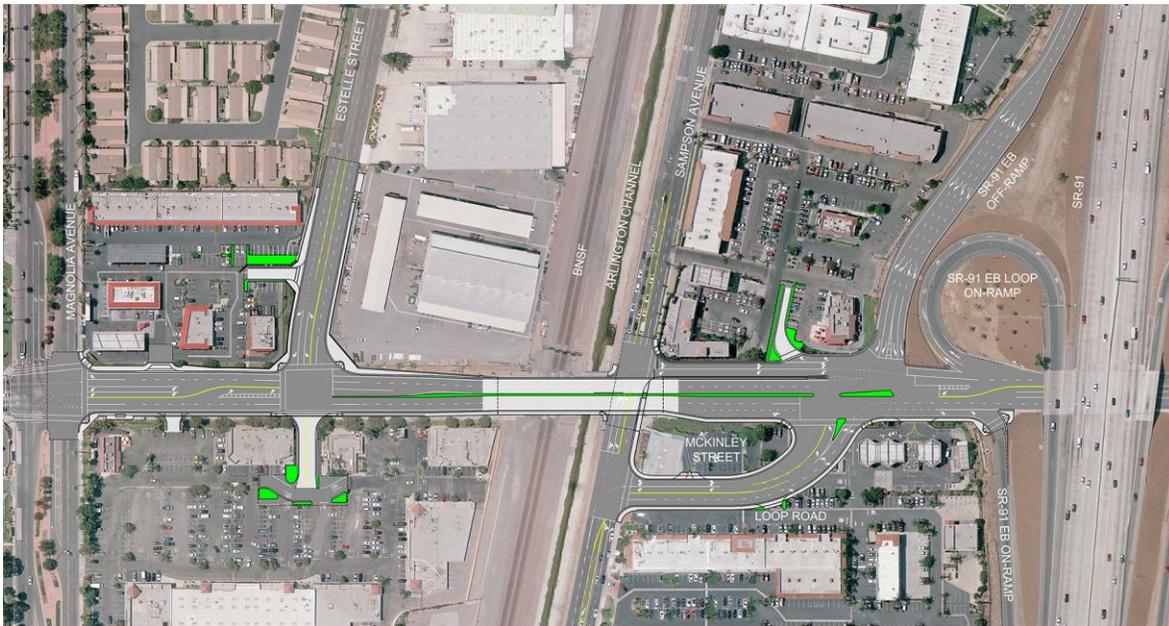


EXHIBIT "A-1"**ESTIMATE OF COST**

Phase	TUMF	LOCAL	TOTAL
PA&ED	\$175,600	\$0	\$175,600
PS&E	\$1,455,000	\$68,000	\$1,523,000
RIGHT OF WAY	\$2,947,000	\$5,002,000	\$7,949,000
CONSTRUCTION	\$8,276,000	\$8,411,000	\$16,687,000
TOTAL	\$12,853,600	\$13,481,000	\$26,334,600

Notes:

1. Amounts shown for the Right of Way Phase and Construction Phase are the estimated amounts of funding for each phase. Actual funding obligations for the Right of Way and Construction Phase are anticipated to be completed through a later amendment of the agreement or by a separate agreement.

EXHIBIT "A-2"
PROJECT SCHEDULE

TIMETABLE:

Phase	Estimated Completion Date	Estimated Cost	Comments
PA&ED	03/2019	\$1,694,000	Completed
PS&E	08/2021	\$11,183,000	Completed
RIGHT OF WAY	09/2021	\$52,856,000	Right of Way Certification/Possession Date
CONSTRUCTION	10/2025	\$89,143,075	Estimated
TOTAL		\$154,876,075	



Western Riverside Council of Governments WRCOG Executive Committee

Staff Report

Subject: Love Your Neighborhood Program Activities Update
Contact: Olivia Sanchez, Program Manager, osanchez@wrcog.us, (951) 405-6721
Date: October 7, 2024

Recommended Action(s):

1. Receive and file.

Summary:

The Love Your Neighborhood (LYN) Program, a WRCOG initiative, is designed to inspire community pride and environmental responsibility through collaborative, hands-on projects. By bringing residents, businesses, and local governments together, the LYN Program creates opportunities for neighborhoods to unite and beautify their surroundings, and adopt sustainable practices. The Program has achieved notable success in the past year, with 10 cleanup events completed, 31 school presentations, and 80 DIY kits provided to the public. These collective efforts have diverted over 13.49 tons of waste from local landfills, contributing significantly to sustainability goals.

Purpose / WRCOG 2022-2027 Strategic Plan Goal:

The purpose of this item is to provide an update of current and future LYN activities in the WRCOG subregion of western Riverside County. This effort aligns with WRCOG's 2022-2027 Strategic Plan Goal #4 (Communicate proactively about the role and activities of the Council of Governments).

Discussion:

Background

California's waste diversion goals (AB 939, AB 341, AB 1826, AB 827, and SB 1383) require local jurisdictions to implement techniques that promote resident and business recycling, and organic recycling. To address these measures regionally, WRCOG formed the Solid Waste Committee (SWC), which is comprised of participating WRCOG member agencies.

The LYN Program was established in March 2021 as a collaborative effort between WRCOG and the Riverside County Flood Control and Water Conservation District. The Program supports marketing and awareness of illegal disposal and littering using online platforms. Program goals include quantifiable results tracking litter removal, increased pollution prevention, meeting objectives with the MS4 Permits, and complying with California mandates related to solid waste, recycling, and household hazardous

waste, which aligns with WRCOG's Energy & Environmental Department programs.

The Program was extended for three years through June 2027 with funding from the Riverside County Flood Control and Water Conservation District. The Program receives \$50,000 each year to administer the Program throughout the subregion of western Riverside County and to support efforts in the eastern section of Riverside County in collaboration with the Coachella Valley Association Governments and its member cities. Funding helps provide materials for communities to complete successful clean-up events organized by a local government agency or by community members.

Present Situation

The LYN Program is focused on reducing litter, promoting recycling, and managing hazardous waste to enhance neighborhood cleanliness and safety. It aims to raise awareness about pollution's environmental impact through community education and outreach, empowering cities, groups, and residents to organize cleanup events. The Program provides necessary materials to eliminate barriers to participation, fostering community pride and responsibility. Additionally, it tracks real-time data on pollutants removed during cleanups to support state stormwater compliance and measure impact. The Program spans 27 cities and three major watersheds in Riverside County, promoting local cleanup efforts and resident involvement.

The LYN Program empowers communities, supports cleanup efforts, and promotes environmental stewardship through several key elements. It provides essential cleanup materials, allowing volunteers to participate easily and safely in local initiatives. Coordination with cities and community groups ensures that cleanup events are well-organized and targeted. WRCOG staff offer hands-on support to ensure the success of these events. The Program also emphasizes education, particularly within schools, to foster environmental awareness. Additionally, it focuses on data collection and reporting to track the impact of cleanups and support state compliance. Together, these elements create a comprehensive approach to engaging communities in environmental stewardship and improving neighborhood cleanliness.

The Program employs various outreach strategies to engage the community and promote environmental stewardship. Social media is used to share updates and encourage participation. WRCOG staff provides tabling and outreach booths at local events, providing residents with information and opportunities to get involved. Presentations to schools and community groups educate on environmental protection, and collaborations with cities help coordinate and promote cleanup events. The Program's website is a central hub for resources and event details, and strong partnerships with organizations and businesses further amplify the Program's reach and impact. Cleanup events are the core activity, bringing communities together to improve their environment.

WRCOG staff works to emphasize consistent and branded messaging for the LYN Program across its social media channels to reflect the core values and visual identity. Although the Program's social media presence is relatively new, it has already seen positive engagement. The content is carefully crafted to align with the Program's mission of environmental stewardship, community involvement, and sustainability. The program now has a profile on Instagram called @WRCOGLoveYourNeighborhood.

Partnerships are essential to expanding the reach and impact of the LYN Program. Collaborations with organizations like the City of Corona Community Services Department, EcoHero, Riverside County Libraries, and most recently, the Girl Scouts of San Gorgonio, represent a growing number of

partnerships. These collaborations have significantly enhanced community engagement and environmental stewardship. These partnerships have led to initiatives like distributing DIY cleanup kits, customizing educational presentations for students, integrating LYN messaging into summer reading programs, and offering badges for Girl Scouts who participate in cleanups. Through these efforts, the LYN Program has successfully reached broader audiences, increased visibility, and reinforced its commitment to creating healthier communities.

There are various ways for residents and businesses to get involved in environmental cleanup efforts. Individuals can organize neighborhood cleanups using DIY Cleanup Kits provided by the Program or participate in existing events listed on the Program's website. The website also serves as a platform for participants to report their cleanup efforts, including details like trash collected and photos of the activity. This data is displayed on an interactive map and shared with member cities and Riverside County to support environmental reporting and compliance with state mandates. The system promotes transparency, accountability, and collaboration between communities and local governments, highlighting the collective impact of these cleanup efforts.

The LYN Program has made significant progress since 2021. For Fiscal Year 2023/2024, volunteers collected 13.49 tons of waste through cleanup events. Staff conducted 31 school presentations, reaching over 5,300 students, and distributed 80 DIY cleanup kits to empower residents. Staff organized 10 cleanup events, set up nine outreach booths, and delivered seven community presentations. These efforts highlight the program's success in engaging the community, promoting environmental stewardship, and making measurable improvements to the local environment.

Prior Action(s):

September 19, 2024: The Technical Advisory Committee received and filed.

Financial Summary:

Activities related to Love Your Neighborhood Program are included in the Fiscal Year 2024/2025 budget under the Solid Waste Program (1038) in the Solid Waste Fund (130).

Attachment(s):

None.



Western Riverside Council of Governments WRCOG Executive Committee

Staff Report

Subject: California Air Resources Board and California Energy Commission Advanced Technology Demonstration and Pilot Program Grant Execution

Contact: Casey Dailey, Director of Energy & Environmental Programs,
cdailey@wrcog.us, (951) 405-6751

Date: October 7, 2024

Recommended Action(s):

1. Authorize the Executive Director to execute the Advanced Technology Demonstration and Pilot Program Grant Agreement between WRCOG and the California Air Resources Board.
2. Authorize the Executive Director to execute the Advanced Technology Demonstration and Pilot Program Grant Agreement between WRCOG and the California Energy Commission.
3. Authorize the Executive Director to 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.

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 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. The grant will also support technician training for agency partners through a partnership with the Long Beach Clean Cities Coalition and the development of a zero-emission vehicle (ZEV) deployment toolkit that can be widely distributed to help other agencies with the adoption of ZEV vehicles and infrastructure. Funding is provided by both CARB and the CEC, and each agency requires a separate agreement with WRCOG. WRCOG will serve as the lead on the grant, and to facilitate the disbursement of funds to partners, WRCOG will also enter into separate agreements with those partners.

Purpose / WRCOG 2022-2027 Strategic Plan Goal:

The purpose of this item is to provide an overview of the CARB and CEC Advanced Technology Demonstration and Pilot Program (ATDPP) grant award and related agreements between participating jurisdictions and WRCOG, and to seek authorization for the Executive Director to execute those agreements. The ATDPP grant would provide valuable funding to help advance local zero-emission vehicle and infrastructure deployment in accordance with state goals and mandates.

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

As the adoption of ZEVs and technology continues to grow rapidly, state policy and market forces are driving the adoption of ZEVs into fleets and the deployment of ZEV charging and fueling infrastructure in communities. Local California municipalities are subject to expedited, state-mandated timelines for adoption but may not have the resources, knowledge, experience, or funding to acquire and deploy technologies within these timelines. Multiple WRCOG Clean Cities Coalition member agencies have expressed interest in resources to support ZEV deployment in their fleets and communities. The mission of the Clean Cities Coalition is to support member agencies by seeking these resources.

In March 2024, WRCOG was awarded grant funding through the CARB and the CEC ATDPP grant in the Municipal Green Zones Category. 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 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.

Present Situation

Since the award, WRCOG staff have worked closely with CARB and CEC staff to refine the scope and budget and prepare for grant execution. The expiration of the grant term will occur on March 15, 2027, regardless of the project execution date. To ensure timely execution and sufficient time to complete required deliverables, staff is requesting that the Executive Committee authorize the Executive Director to sign and execute the necessary agreements as they are completed and approved by CARB and CEC.

CARB and CEC will each provide a portion of the total award. CARB funds will address vehicle costs and CEC funding will address infrastructure, engagement, training, and toolkit development costs. Both agencies have discrete contracting processes, necessitating separate grant agreements. The CARB award agreement is attached to this report (Attachment 1). The CEC award agreement is currently undergoing a multi-step review process by CEC, and once reviewed and presented at a CEC business meeting, will be provided to WRCOG for signature and execution.

Local Partner Agencies will receive a portion of the funds to offset the cost of equipment, installation, and other expenses, necessitating sub-recipient agreements between them and WRCOG. Staff has developed these agreements with the assistance of legal counsel. These agreements will be finalized

once the CEC award agreement is finalized and provided to WRCOG. A template copy of each is attached to this report in the interim (Attachment 2).

Match funds are required, and Local Partner Agencies will be contributing to this match in two ways: 1) contributing roughly 50% of total equipment costs, with the grant funding the remaining portions, and 2) contributing in-kind staff time for project-related activities, including acquiring equipment, placing equipment into service, participating in training, etc. WRCOG will be providing an in-kind match, which will be satisfied through existing Coalition funding and program activities that will directly serve this project.

The total funding provided by the grant is \$1,351,560, of which CARB will fund \$753,281 and CEC will fund \$598,279. A total of \$1,353,482.92 will be provided in cash and in-kind matching funds. The total project value is \$2,705,042.92. Project funds and scope will be distributed among partners in the following way:

WRCOG:

Grant Funding: \$100,949

In-Kind Match: \$221,062

Scope:

- Grant administration.
- Community engagement.
- Project Working Group and ZEV Network facilitation.
- Assistance and guidance in technical tasks, including data gathering, technician training, and toolkit development.

City of Banning:

Grant Funding: \$175,430

Cash Match: \$172,564

Scope:

- Deploy four plug-in electric vehicles, including a paratransit van and three pickup trucks.
- Deploy supporting electric vehicle charging infrastructure, including four 240-volt chargers and a DC fast charger.

City of Moreno Valley:

Grant Funding: \$635,679

Cash Match: \$673,959

In-Kind Match: \$22,659

Scope:

- Deploy two plug-in electric vehicles, including a street sweeper and a dump truck.
- Deploy supporting electric vehicle charging infrastructure, including two solar-powered 240-volt chargers and a DC fast charger.

Riverside County Purchasing and Fleet Services:

Grant Funding: \$115,184

Cash Match: \$119,721

In-Kind Match: \$25,763

Scope:

- Deploy four plug-in electric vehicles, including two pickup trucks and a passenger vehicle.
- Deploy supporting electric vehicle charging infrastructure, including two 240-volt chargers.

Riverside County Transportation and Land Management Agency:

Grant Funding: \$99,226

Cash Match: \$102,777

In-Kind Match: \$15,000

Scope:

- Deploy two plug-in electric vehicles, including a pickup truck and an SUV.
- Deploy supporting electric vehicle charging infrastructure, including two 240-volt chargers.

The remaining \$226,070 will be distributed through professional service agreements with the Long Beach Clean Cities Coalition for technical training and qualified consultants who will support grant management and project controls, data collection and analysis, and the toolkit development.

Prior Action(s):

None.

Financial Summary:

The total funding provided by the grant is \$1,351,560, which will be allocated over three fiscal years, starting with Fiscal Year 2024/2025. A budget amendment to reflect the funding anticipated to be utilized this fiscal year will be brought forward during the mid-year budget update.

Attachment(s):

[Attachment 1 - Grant Cover and Agreement](#)

[Attachment 2 - Subrecipient Agreement Templates](#)

Attachment

Grant Agreement

G21-ATDP-10

GRANT AGREEMENT COVER SHEET

		GRANT NUMBER G21-ATDP-10	
NAME OF GRANT PROGRAM Advanced Technology Demonstration and Pilot Projects Program			
GRANTEE NAME Western Riverside Council of Governments			
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER 33-0451516		TOTAL GRANT AMOUNT NOT TO EXCEED \$1,351,560.00	
START DATE: 7/1/2024		END DATE: 6/30/2027	

This legally binding Grant Agreement, including this cover sheet and Exhibits attached hereto and incorporated by reference herein, is made and executed between the State of California, California Air Resources Board (CARB) and Western Riverside Council of Governments (the "Grantee").

- Exhibit A – Grant Provisions
- Exhibit B – Statement of Work
- Exhibit B, Attachment 1 – Budget Summary
- Exhibit B, Attachment 2 – Project Tasks
- Exhibit B, Attachment 3 – Project Milestones
- Exhibit B, Attachment 4 – Key Project Personnel
- Exhibit C – FY 2021-22 and FY 2022-23 Grant Solicitation for Advanced Technology Demonstration and Pilot Projects
- Exhibit D – Grantee Application Package

This Agreement is of no force or effect until signed by both parties. Grantee shall not commence performance until it receives written approval from CARB.

The undersigned certify under penalty of perjury that they are duly authorized to bind the parties to this Grant Agreement.

STATE AGENCY NAME California Air Resources Board		GRANTEE'S NAME (PRINT OR TYPE) Western Riverside Council of Governments	
SIGNATURE OF ARB'S AUTHORIZED SIGNATORY:		SIGNATURE OF GRANTEE (AS AUTHORIZED IN RESOLUTION, LETTER OF COMMITMENT, OR LETTER OF DESIGNATION)	
TITLE Branch Chief	DATE	TITLE Executive Director	DATE
STATE AGENCY ADDRESS 1001 I Street, Sacramento, California 95814		GRANTEE'S ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE) 3390 University Avenue, Suite 200, Riverside, California 92501	
CERTIFICATION OF FUNDING			
AMOUNT ENCUMBERED BY THIS AGREEMENT \$X.XX	PROGRAM	PROJECT	ACTIVITY
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$0.00	FUND TITLE		FUND NO.
TOTAL AMOUNT ENCUMBERED TO DATE \$X.XX	(OPTIONAL USE)		CHAPTER STATUTE
APPR REF	ACCOUNT/ALT ACCOUNT	REPORTING STRUCTURE	SERVICE LOCATION FISCAL YEAR (ENY)
<i>I hereby certify that the California Air Resources Board Legal Office has reviewed this Grant Agreement.</i>			
SIGNATURE OF CALIFORNIA AIR RESOURCES BOARD LEGAL OFFICE:			DATE

Grant Agreement

**Western Riverside Council of Governments:
Western Riverside Council of Governments Green Zones Project**

**Mobile Source Control Division
California Air Resources Board**

Grant Number: G21-ATDP-10



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EXHIBIT A, GRANT PROVISIONS

I. AGREEMENT

This Grant Agreement ("Grant," "Grant Agreement," or "Exhibit A") is entered into by and between the State of California acting by and through the California Air Resources Board (hereinafter referred to as "CARB," the "Grantor," the "State," or the "Board") and the Western Riverside Council of Governments, with its principal place of business located at 3390 University Ave Suite 200, Riverside, CA 92501 (hereinafter referred to as the "Grantee"). Grantor and Grantee are each a "Party" and together the "Parties" to this Grant Agreement.

The Parties agree to comply with the requirements and conditions contained herein, as well as all commitments identified in the Statement of Work ("Exhibit B"), Grant Solicitation ("Exhibit C"), and Grantee Application Package ("Exhibit D").

This grant is from CARB to the Grantee. CARB is acting in coordination with the California Energy Commission (hereinafter referred to as "CEC") regarding the overall grant project, but the CEC is not a party to this CARB Grant. This Grant Agreement between CARB and the Grantee is a companion agreement to the agreement between the CEC and the Grantee. The CEC's agreement with the Grantee has additional details for all the CEC Funded Tasks, listed in Exhibit B, and will be incorporated into this agreement by reference. The CEC's agreement with the Grantee will address California Environmental Quality Act (CEQA) compliance. Upon the CEC's grant agreement execution with the Grantee, the Grantee understands and agrees that this Grant will be amended to align with the CEC's agreement, and CARB's need for all deliverables of this project to be in compliance with the Americans with Disabilities Act (ADA), if needed.

CARB will be using a Third-Party Administrator to help facilitate administrative activities and support Grantees in development of reports, submission of data, and prepare for meetings. Grantees will work with CARB's Third-Party Administrator, as directed by CARB, while implementing this grant agreement.

II. GRANT ACKNOWLEDGEMENT

Where applicable, the Grantee agrees to acknowledge the California Climate Investments (CCI) program and CARB as a funding source and adhere to the CCI Funding Guidelines as outlined in the California Climate Investments Messaging and Communications Guide.¹ Below are specifics requirements for acknowledgement.

Grantee agrees to include the CCI funding boilerplate and logo (see Figure 1) on all outreach and public facing materials whenever projects funded, in whole or in part by this

¹ CCI Communications Guide <http://www.caclimateinvestments.ca.gov/logo-graphics-request>.

Grant Agreement, are publicized in any news media, websites, brochures, publications, audiovisuals, or other types of promotional material.

The acknowledgement must read as follows: 'Western Riverside Council of Governments Green Zones Project 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.' and whenever applicable, the Spanish translation acknowledgement: 'El Proyecto de Zonas Verdes del Consejo de Gobiernos de Western Riverside es parte de las Inversiones del Clima de California, un iniciativa estatal que destine miles de millones de dólares de Cap-and-Trade para la reducción de gases de efecto invernadero, fortalecimiento de la economía y mejoramiento de la salud pública y el medio ambiente- especialmente en comunidades en desventaja.'

The CCI logo and name serve to bring under a single brand the many investments whose funding comes from the Greenhouse Gas Reduction Fund (GGRF). The logo represents a consolidated and coordinated initiative by the State to address climate change by reducing greenhouse gases, while also investing in disadvantaged communities and achieving many other co-benefits.



Figure 1: CCI logo

III. GRANT SUMMARY AND AMENDMENTS (if applicable)

- 3.1 Project title (the "Project"): Western Riverside Council of Governments Green Zones Project.
- 3.2 Project description: The Project will advance zero-emission vehicle deployment by Riverside County jurisdictions supported by electrical vehicle charging, workforce development, and community and stakeholder engagement. Through regional partnerships, Western Riverside Council of Governments will equip municipal and county fleets with essential zero-emission technologies and resources to address the expedited, state-mandated timelines for electrical vehicle adoption. Western Riverside Council of Governments will provide Project Partners with the technical knowledge, experience, and funding to acquire and deploy zero-emission technologies.
- 3.3 Funding Amount ("Grant Funds" or "Grant Fund"): \$1,351,560.00
(See Grant Coversheet and Exhibit B)
Match Amount: \$1,353,482.92

IV. GRANT PARTIES AND CONTACT INFORMATION

4.1 The CARB Project Liaison is Danny Luu. Correspondence regarding this Project shall be directed to, and project reports shall be submitted by email to:

Danny Luu
Mobile Source Control Division
1001 I Street, Sacramento, California 95814
Phone: 279-216-0286
Email: danny.luu@arb.ca.gov

4.2 The Grantee Liaison is Taylor York. Correspondence regarding this Project shall be directed to:

Grantee Liaison: Taylor York
Title: Clean Cities Program Manager and Coalitions Director
Address: 3390 University Ave Suite 200, Riverside, CA 92501
Phone: 951-675-0446
Email: tyork@wrcog.us

4.3 If the CARB Project Liaison identified above changes, CARB will notify the Grantee Liaison of said change and provide the new contact information. If the Grantee Liaison identified above changes, the Grantee will notify the CARB Project Liaison of said change and provide the new contact information.

V. TIME PERIOD

5.1 CARB retains full discretion to consider all available information relating to the California Environmental Quality Act (CEQA) compliance before determining whether to proceed forward with this Grant Agreement. No work may be done by the Grantee, nor will any funding be disbursed by CARB until CARB has affirmatively notified the Grantee in writing that this provision has been satisfied. If CARB decides not to proceed forward with this Grant Agreement under this provision, the Grant Agreement will be terminated immediately by CARB upon written notice to the Grantee.

5.2 The "Term" (Begin and End Date) of this Grant Agreement is set out in the Grant Cover Sheet to which this Exhibit A, is attached. Performance of work or other expenses billable to CARB under this Grant may ONLY commence after full execution of this Grant by both Parties, in accordance with the Grant Cover Sheet for Grant Number G21-ATDP-10. Performance on this Grant ends when the Grantee has submitted and CARB has approved the final report or when the Grant is terminated or expires, whichever occurs first.

5.3 Grantee must implement the Project and complete the following:

- a. Upon completion of the Project, the Grantee shall submit a draft final report (see Section 9.3, Final Report, of this Grant Agreement) to CARB Project Liaison no later than February 15, 2027.
- b. Final request for payment and Final Report shall be received by CARB no later than March 15, 2027.

VI. DUTIES AND REQUIREMENTS

This section defines the respective duties and requirements of the Grantee and CARB in implementing the Project and Program under this Grant Agreement in the FY 2021-22 and FY 2022-23 Grant Solicitation for Advanced Technology Demonstration and Pilot Projects. Detailed duties and responsibilities are set out in other sections of this Grant Agreement.

6.1 **The Grantee's Tasks:** Grantee is responsible for the following:

Grantee's key Project personnel will administer the various tasks of the Project including participation in meetings with CARB staff and the Third-Party Administrator; development and implementation of Project plans; record-keeping procedures; reporting procedures; and financial tracking and disbursements. Grantee's responsibilities include all Project development, press events, project administration, and Project reporting. A comprehensive description of tasks and responsibilities is included in Exhibit B, which contains the budget summary, tasks, milestones, and key personnel.

- a. Initial Project Kick-Off Meeting: The Grantee's key Project personnel, in collaboration with CARB's Project Liaison and Third-Party Administrator, will plan, conduct, and attend an initial meeting with CARB staff following execution of the grant. The purpose of the initial meeting will be to discuss the overall plan, details for performing the tasks, the Project schedule, and any issues that may need to be addressed. Topics for discussion may include, but are not limited to, the following:
 - i. Project tasks, timelines, and milestones
 - ii. Project design, outreach, workforce development
 - iii. Content and format of disbursement requests, status reports, draft, and final reports
 - iv. Press and public information request procedures
 - v. Schedule for ongoing coordination meetings
 - vi. Other items as necessary
- b. Ongoing Project Coordination Meetings: The purpose will be to discuss the status of the Project and should be held at least quarterly. In addition, at least one Critical Project Review meeting at a major milestone is required.

Exhibit A, Grant Provisions
Grant Number: G21-ATDP-10

Additional meetings may be conducted by phone if deemed appropriate by the CARB Project Liaison. A final meeting or conference call with CARB Project Liaison will be held at the conclusion of the Project. Project Coordination and review meetings are the responsibility of the Grantee with support from the Third-Party Administrator and should contain:

- i. Agenda for the meeting with conference call information
 - ii. Discussion of Project activities, deliverables, schedule, and milestones
 - iii. Discussion of any difficulties encountered since the last update
 - iv. Concerns or questions requiring resolution from CARB
 - v. Notification of any pending disbursement requests
 - vi. Scheduling the next Project coordination meeting
- c. Critical Project Review Meetings: CARB and the CEC will require that the Grantee develop and hold Critical Project Review meetings at least once during the Project at critical junctures in the Project to assess the ability of the Project to compete its stated objectives. The determinations of CARB and the CEC at these meetings are final and could result in the termination of the Project or reduction of the dollar amount of this Grant Agreement for nonperformance. In the event of such termination or reduction of the Grant Fund amount, Section 7.4, Suspension of Payments and Grant Termination, of this Grant Agreement shall apply.
- d. Public Outreach and Workforce Development: Prepare outreach and educational materials, in consultation with CARB, Third-Party Administrator, and working with community-based organizations to:
- (a) Conduct statewide public outreach necessary to educate local community members about the benefits of the local projects and about technical training opportunities that may result from such projects.
 - (b) Conduct statewide public outreach necessary for the Project to be successful.
 - (c) Conduct statewide public outreach to vehicle dealers and fleets and work with community-based organizations (CBOs) necessary for the Project to be successful.
 - (d) Advise CARB on potential additional opportunities for outreach and technical assistance.
- e. Respond to CARB and public requests in a timely manner.
- f. Document and track expenditures, as defined in Section 7, Fiscal

Administration, of this Grant Agreement.

- g. Reporting and assessment procedures, as defined in Section 9, Reporting and Documenting Expenditure of Grant Funds, of this Grant Agreement.
- h. Record-keeping and policy procedures, as defined in Section 11, Project Records, of this Grant Agreement.
- i. Submit data collected as required in Appendix F, Data Collection Requirements, of the FY 2021-22 and FY 2022-23 Grant Solicitation for Advanced Technology Demonstration and Pilot Projects or requested by CARB. Data may be required to be submitted to CARB's Third-Party Administrator through an upload portal.
- j. Ensure that Project end-users are working with data collection provider.
- k. Ensure all outreach, workforce development, press and other public materials have been approved by CARB and adhere to the CCI guidelines. See Section 2, Grant Acknowledgment; and section 13.4, Americans with Disabilities Act (ADA) Language, of this Grant Agreement.
- l. All vehicles and equipment in the Project that will be operated on California roadways or waterways must be compliant with all applicable State requirements, including, but not limited to: applicable CARB engine or vehicle approval or certification, Department of Motor Vehicles (DMV) licensing, and California Highway Patrol safety certification. New vehicles must also have a manufacturer's certification showing that the vehicle model complies with all applicable federal safety standards for new motor vehicles and new motor vehicle equipment issued by the Nation Highway Traffic Safety Administration.
- m. Ensure that any funded vehicle, piece of equipment, or vessel has the CARB, California Climate Investments, and the CEC logo affixed prominently and in consultation with CARB and the CEC.
- n. Within CARB's sole and absolute discretion, CARB may designate a third-party administrator to manage, oversee, or administer projects and programs, which may include any or all of CARB's responsibilities under this Grant Agreement. Upon such designation, Grantee shall respond and report to, and comply with requests from, CARB's third-party administrator, when requested.
- o. California Climate Investments (CCI) Reports: Accountability and transparency are essential elements for all CCI funded projects. CCI reporting establishes public information requirements about how specific CCI funds are investing Greenhouse Gas Reduction Fund appropriations and what benefits are being achieved from the investments.

Grantee is responsible for collecting and submitting biannual CCI reporting

in coordination with the CARB Project Liaison. The CARB Project Liaison will provide the Grantee with the reporting templates necessary to complete reporting requirements and submit biannual CCI project reports. Grantees are required to submit reports in the format requested by CARB.

CCI reporting periods and deadlines:

December 1st - May 31st; reporting due by June 15th.

June 1st - November 30th; reporting due by December 15th.

Grantee is required to coordinate with the CARB Project Liaison and must submit required CCI reporting by June 15th and December 15th of each year through the term of the project, or as requested by the CARB Project Liaison.

6.2 CARB's Role

Within CARB's sole and absolute discretion, CARB may designate a third-party administrator to manage, oversee, or administer projects and programs, which may include any or all of CARB's responsibilities under this Grant Agreement. Upon such designation, Grantee shall respond to, report to, and comply with requests from, CARB's third-party administrator, when requested. CARB is responsible for the following:

- a. Participating in regular meetings with the Grantee to discuss program refinements and guide program implementation.
- b. Reviewing and approving all Grant Disbursement Request Forms and distributing grant funds to the Grantee.
- c. Reviewing and approving Project outreach and education elements provided by Grantee, such as outreach and education materials, webpage, initial participant survey, quarterly reports, and final report.
- d. Reviewing and approving data collection plan.
- e. Providing program oversight and accountability (in conjunction with the Grantee).
- f. Ensure compliance with applicable requirements of statutes, applicable State law, the FY 2021-22 Funding Plan for Clean Transportation Incentives (Funding Plan), FY 2022-23 Funding Plan, and this Grant Agreement with Grantee. The Funding Plan for Clean Transportation Incentives are available at: <https://ww2.arb.ca.gov/our-work/programs/low-carbon-transportation-investments-and-air-quality-improvement-program/funding>.
- g. Reviewing, evaluating, and auditing Grantee's administration, management, collaboration, partnership, and/or oversight of or with any "Recipient" or "Recipients" of Grant Funds (i.e., subgrantees, contractors, subcontractors, vendors, suppliers, consultants, sub- or co-applicants,

Project team members, and community partners), including but not limited to written agreements, and disbursement requests.

VII. FISCAL ADMINISTRATION

7.1 Budget

- a. The maximum amount of this Grant is \$1,351,560.00 (the Grant Funds), as set out in Exhibit B, and in the Cover Sheet to which this Exhibit A is attached. Under no circumstance will CARB reimburse the Grantee for more than this amount. A written Grant Agreement amendment is required whenever there is a change to the amount of this grant. The budget summary for the Project is shown in Exhibit B.
- b. The Project will include the CEC funding as well as cash-match and an in-kind match from private, eligible State, and local funding to leverage this Grant, for a total match contribution of \$1,353,482.92.
- c. The Application package is incorporated by reference as part of the Grant Agreement. Costs associated with Project implementation, detailed in the Application, must consider the time frame of the Project, and may cover an increase in costs that take into account inflation or planned cost of living increases. The application submitted will be the actual costs for the Project and will not be amended due to faulty estimations, increases in costs due to inflation, or other reasons that have not been covered in the budget.
- d. Line-item shifts in the Budget Summary (Exhibit B) of up to 10 percent of the Grant Fund total may be made over the life of the Grant, with prior written approval from CARB. Line-item shifts greater than 10 percent require a formal amendment to the Grant. Line-item shifts may be proposed by either the State or the Grantee and must not increase the total Grant Fund amount. All line-item shifts must be approved in writing by CARB within 10 business days of approval for inclusion in the Grant folder. If the Grant is formally amended, all line-item shifts must be included in the amendment.
- e. Where the total disbursed amount of the Project implementation (Administrative costs) is less than the allowable amount, CARB, in its sole discretion, may re-allocate the remaining amount to other Project tasks in Exhibit B, which may only be accomplished through a written amendment to the Grant Agreement.
- f. In the event of Grant expiration or termination, or as allowed (or required) under any other provision of this Grant Agreement, CARB shall require full recovery of the unspent funds by transfer from the Grantee's accounts. The Grantee must provide fund transfer information within 45 calendar days upon receipt of notification from CARB, or sooner where required or allowed by any other provision of this Grant.

- g. In addition to any other rights that Grantor has or may have under this Grant Agreement or under applicable law, the Grantee agrees to revert all unused Grant Funds (including all earned interest) to CARB if the Grant Funds have not been fully liquidated within the timeline specified in the Grant Agreement or if CARB determines that Grantee has not performed in accordance with any of the Grant terms or conditions. Such reversion shall happen no later than 45 calendar days from the Grant Agreement liquidation date, notice of nonperformance date, Grant termination date or Grant expiration date, whichever occurs sooner.
- h. CARB will not reimburse Western Riverside Council of Governments for any costs incurred before the execution of the CARB Grant Agreement. However, costs incurred by Western Riverside Council of Governments after the issuance of its preliminary award letter and before the execution of the CARB Grant Agreement can be counted toward Western Riverside Council of Governments in-kind match requirement.

7.2 Eligible Costs

Allowable expenditures associated with the Grant include actual direct costs incurred and may include actual indirect costs incurred, examples of which are described below:

- a. Project Implementation Costs
 - i. Preparation of materials for Project planning, community outreach, workforce development, and education activities including travel, printing, mailing, and other expenses directly attributable to planning, outreach, workforce development, and education for the Project tasks.
 - ii. Record-keeping procedures; reporting procedures; financial tracking; and disbursements.
 - iii. Vehicle, vessel, driver, passenger, equipment, required logos, and facilities insurance costs.
 - iv. External consultant costs.
- b. Project Technology Costs
 - i. Vehicle, vessel, or eligible equipment costs.
 - ii. Charging equipment purchase and installation costs, including design and planning costs.
 - iii. Equipment maintenance costs.
 - iv. Related equipment costs.
 - v. Infrastructure improvement costs, including design and planning costs.
 - vi. Data collection services, software, and device costs.

- vii. Training, workforce development, and education costs including materials for outreach.

c. Explanation of When a Cost Identified Above is Considered a Direct or Indirect Cost:

- i. Direct costs are actual costs incurred that are directly tied to (have a measurable direct benefit to) the implementation of the Project as identified in Exhibit B, attached to the Grant Agreement, including, but not limited to, personnel costs (i.e., hourly wage), subcontracts, equipment costs, and travel expenses.
- ii. Indirect costs are actual costs incurred for services or activities that cannot be easily identified to a specific cost objective identified in Exhibit B, attached to the Grant Agreement, but do support a common or joint purpose. For purposes of this Grant Agreement, allowable indirect costs are a pro rata share of general management (overhead) costs for operations that support the work performed under the Grant Agreement, such as accounting, budgeting, payroll preparation, personnel services, utility costs, rent, mail services, and centralized data processing not already identified or reimbursed as a direct cost. Indirect costs shall NOT exceed eight (8) percent of the total Grant Funds awarded under this Grant Agreement. Indirect costs are only payable on a reimbursement basis.
- iii. Allowable indirect and direct costs are paid on a reimbursement basis only. Costs identified as direct costs cannot also be indirect costs.
- iv. Profits, profit sharing, shareholder interest, lobbying, fundraising, involvement in political activities, or campaigns, payment of taxes, or liens (real and personal) are NOT allowable direct or indirect costs.

7.3 Grant Disbursements

The Grantee shall not submit disbursement requests from June 1 through June 30 of each year, this will accommodate Fi\$Cal² going offline for end-of-year closing.

With each disbursement request, the Grantee must provide documentation as required in this section:

- a. Grant Fund payments will be made when CARB has received and has determined (within its sole judgement) the Grantee has submitted a complete and accurate Grant Disbursement Request Form, which identifies discrete payable milestones stipulated in Exhibit B; satisfies the requirements of Section 6, Duties and

² Fi\$Cal *FI\$Cal - State of California. One state. One system.* The FI\$Cal system is how the State of California manages its finances combining the State's accounting, budgeting, cash management, and procurement operations into a single financial-management system.

Exhibit A, Grant Provisions
Grant Number: G21-ATDP-10

Requirements; Section 7, Fiscal Administration; Section 8, Project Monitoring; and Section 9, Reporting and Documenting Expenditure of Grant Funds, of this Grant Agreement; and is accompanied by a Status Report that includes relevant documentation of accomplishments and associated deliverables. CARB will have sole discretion to accelerate the timeline for allowable disbursements of administration and Project funds identified in Exhibit B (with the exception of the final Project administration disbursement), necessary to assure the goals of the Projects are met.

- b. A payment will not be made if the CARB Project Liaison determines that a milestone has not been accomplished or documented, that a deliverable has not been provided, that claimed expenses are not documented, or are not valid per the budget, not reasonable, or that the Grantee has not met other terms of the Grant.
- c. The Chief of the Mobile Source Control Division or designee of CARB may review the CARB Project Liaison's approval or disapproval of a Grant Disbursement Request. No reimbursement will be made for expenses that, in the judgement of the Division Chief of the Mobile Source Division, are not reasonable or do not comply with the Grant Agreement.
- d. The Grantee shall submit completed and signed Grant Disbursement Requests to **CARB Accounting Section** via email to accountspayable@arb.ca.gov with a **CC to the CARB Project Liaison**. Requests for payment must be made with the Grant Disbursement Request Form and contain all documentation requested or required with the form.
 - i. Prior to submitting to the Accounts Payable Unit, the Grantee will submit disbursement requests to the CARB-designated Third-Party Administrator (Program administrator) and CARB Project Liaison to allow for a pre-review of the request. The Grantee agrees to modify, adjust, or provide supporting documentation justifying disbursement requests, as identified by the Program administrator, or CARB Staff as needed. The Grantee must submit this electronically, based on CARB's current electronic submission guidance at the time of the request.
- e. CARB will withhold payment of up to 10 percent of the Grant Funds until completion of the Final Report and Intellectual Property and other property have been relinquished to CARB in accordance with Section 9, Reporting and Documenting Expenditure of Grant Funds; Section 12, Ownership; and Section 13, Grant Provisions, of this of this Grant Agreement. Grantee shall submit by email an appropriately formatted Final Report to the CARB Project Liaison. It is the Grantee's responsibility to submit a Grant Disbursement Request for this final disbursement of Grant Funds.

- f. CARB shall disburse Grant Funds in accordance with the California Prompt Payment Act, Government Code, section 927, et seq.
- g. The Grantee will pay out CARB Grant Funds to other sub-grantees or Recipients ONLY on a reimbursement basis. There is no advance pay for Grantee's employees, agents, affiliates, officers, directors, subsidiaries, sub-grantees, or other Recipients.

7.4 Suspension of Payments and Grant Termination

- a. CARB reserves the right to issue a Grant suspension order in the event that a dispute should arise. The Grant suspension order will be in effect until the dispute has been resolved or the Grant has been terminated. If the Grantee chooses to continue work on the Project after receiving a Grant suspension order, the Grantee will not be reimbursed for any expenditure incurred during the suspension. If CARB rescinds the suspension order and does not terminate the Grant, CARB, without any obligation to do so, may elect to reimburse the Grantee for any expenses incurred during the suspension that are reimbursable in accordance with the terms of this Grant Agreement.
- b. CARB reserves the right to terminate this Grant without cause, upon 30 calendar days' written notice to the Grantee.
- c. Termination for Cause by Grantor. This Grant Agreement may be terminated by CARB without advance notice at any time if CARB has determined, in its sole discretion, that the Grantee or any of Grantee's employees, agents, officers, representatives, affiliates, or any of the Recipients have breached any of the terms, conditions, responsibilities, or obligations of this Grant Agreement or if CARB has determined, in its sole discretion, that any of Grantee's employees, representatives, agents, officers, affiliates, or any of the Recipients have violated or are in violation of any of their respective obligations or responsibilities under this Grant Agreement or any other agreement where CARB is an intended third party beneficiary.
- d. In case of early termination for whatever reason, the Grantee will submit a Grant Disbursement Request, a Status Report covering activities up to, and including, the termination date and following the requirements specified herein and in Section 9, Reporting and Documenting Expenditure of Grant Funds, of this Grant Agreement. Upon receipt of the Grant Disbursement Request Form, Status Report, and upon the transfer of all intellectual property and other property to CARB, a final payment, the amount of which shall be solely determined by CARB within its absolute discretion, will be made to the Grantee. This payment shall be for all CARB-approved, actually incurred costs that in the opinion of CARB are justified. However, the total amount paid, if any, shall not exceed the total Grant Fund amount.

Exhibit A, Grant Provisions
Grant Number: G21-ATDP-10

- e. Non-performance (Breach) Provisions. The Grantee agrees that the following is a non-exhaustive list of the circumstances that constitute non-performance (breach) under this Grant. These circumstances will be solely determined by CARB and include, but are not limited to:
 - i. Failure to comply with any of the provisions of the Grant, including Exhibits.
 - ii. Failure to obligate or expend Grant Funds within established timelines, or failure to show timely interim progress to meet these timelines.
 - iii. Insufficient performance or widespread deficiencies with Grant Fund or Project oversight, enforcement, recordkeeping, contracting, inspections, or any other duties.
 - iv. Misuse of Grant Funds.
 - v. Funding of ineligible activities or other items.
 - vi. Exceeding the allowable Grant Fund allotment on an itemized or other basis.
 - vii. Insufficient, incomplete, or faulty documentation.
 - viii. Failure to provide required documentation or reports requested by CARB, or other State agencies, in a timely manner.
 - ix. Poor performance as determined by a review or fiscal audit.
- f. Additional Remedies. In addition to any other requirements and remedies set out elsewhere in this Grant Agreement, upon request by CARB, the Grantee will also perform as follows:
 - i. Within fourteen (14) calendar days of any request, timely develop and implement a corrective action plan.
 - ii. Immediately cease all work and spending, and notify all employees, representatives, agents, officers, affiliates, and Recipients to immediately cease all work and spending.
 - iii. Upon termination of this Grant Agreement or upon issuance of the termination notice (whichever occurs sooner), the Grantee shall immediately turn over all remaining Grant Funds in its possession or control and all records, personally identifiable information ("PII"), intellectual property, documents, information and data relating to performance, accounting, administration, contracting and management of the Grant Funds, the Project and the Program, as well as any other materials requested by CARB, or as otherwise

required by any of the provisions of this Grant. CARB, at its sole discretion, may elect to have any or all of the funding, documentation, intellectual property, and other property transferred to another designee.

- iv. Unless otherwise directed in writing by CARB, upon termination of this Grant Agreement or upon issuance of the termination notice (whichever occurs sooner), Grantee shall immediately cease all work, and cease all expenditure of Grant Funds.
- v. Unless otherwise directed in writing by CARB, upon termination of this Grant Agreement or upon issuance of the termination notice (whichever occurs sooner), Grantee shall submit a Grant Disbursement Request and a Status Report covering activities up to and including the termination date. The Status Report shall be subject to review and approval by CARB before any final payments are disbursed. Upon receipt of the Grant Disbursement Request, and Status Report, and once all intellectual property and requested data, information, and property have been transferred and assigned to CARB, CARB, at its sole discretion, may make a final payment to the Grantee. This payment shall be for all CARB-approved, actually incurred costs that in the opinion of CARB are justified. However, the total amount paid shall not exceed the total authorized amount for the Administrative Fee and, where payments are being requested on behalf of a Recipient, then no payment shall exceed the total authorized amount for the Grant Funds.

7.5 Contingency Provision

In the event this Grant is terminated for any reason, the CARB Executive Officer or designee reserves the right in his or her sole discretion to award a grant to the next highest scored applicant and if an agreement cannot be reached, to the next applicant(s) until an agreement is reached. CARB may also elect to award a grant in a manner consistent with direction provided in the FY 2021-22 Funding Plan and/or FY 2022-23 Funding Plan, which may include but is not limited to allocating the funds to other projects.

7.6 Documentation of Costs

- a. Personnel documentation must make use of timesheets or other labor tracking software.
- b. Fees for external consultants must be documented with copies of the consultant contract and invoices. All external consultant fees must be pre-approved by CARB. Fees included in the budget as a part of the Grantee Application Package (Exhibit D) are considered pre-approved by CARB.

- c. Printing, mailing, records retention, and travel expenses must be documented with receipts and/or invoices.
- d. Any reimbursement for necessary supporting Project costs requires receipts and/or invoices.
- e. Any reimbursement for necessary travel and per diem shall be at rates not to exceed those amounts paid to the State's represented employees. No travel outside the State of California or out of country shall be reimbursed unless prior written authorization is obtained from CARB. The California Department of Human Resources (CalHR) travel and per diem reimbursement amounts may be found online at <https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel and per diem amounts that are current as of the date costs are incurred by the Grantee.
- f. The above documentation, records, and referenced materials must be made available for review during monitoring visits and audits by CARB, or its designee. These records must be retained for a minimum of five (5) years after submittal of the final Grant disbursement request to CARB.
- g. The above documentation must be provided to CARB in Status Reports and a Final Report.

7.7 Earned Interest

"Earned interest" means any interest generated from State funds provided to the Grantee and held in an interest-bearing account.

- a. Interest earned by the Grantee on this Project must be expended on eligible program costs (See Section 7, Fiscal Administration, of this Grant Agreement) or returned to CARB. The Grantee is responsible for reporting to CARB on all interest earned and reinvested into this Project or returned.
- b. All earned interest income must be reinvested into the program or returned to CARB. Interest earned that is reinvested in the program is not included as part of the Total Grant Amount from CARB. The Grantee is responsible for reporting to CARB all Project expenditures funded with interest earned or returned.
- c. The Grantee must maintain accounting records (e.g., general ledger) that track interest earned and expended on this Project, as follows:
 - i. The calculation of interest must be based on an average daily balance or some other reasonable and demonstrable method of allocating the

proceeds from the interest-generating account back into the program.

- ii. The methodology for tracking earned interest must ensure that it is separately identifiable from interest earned on Advanced Technology Demonstration and Pilot project funds.
 - iii. The methodology for calculating earned interest must be consistent with how it is calculated for the Grantee's other fiscal programs.
 - iv. Earned interest must be fully expended by February 15, 2027, or returned to CARB.
- d. Documentation of interest earned on this Project must be retained for a minimum of five (5) years after it is generated. Documentation of interest expended on this Project must be retained for a minimum of five (5) years after the funds have been reinvested into the Project.
- e. The above documentation must be provided to CARB in Status Reports and a Final Report.

VIII. PROJECT MONITORING

- 8.1 Any changes in the scope or schedule for the Project shall require the prior written approval of CARB Project Liaison and may require a written Grant Agreement amendment.
- 8.2 The Grantee shall notify CARB Project Liaison in writing, immediately if any circumstances arise (technical, economic, or otherwise), which might place completion of the program in jeopardy. The Grantee shall also make such notification if there is a change in key Project personnel (see Exhibit B).
- 8.3 In addition to Status Reports (see Section 9, Reporting and Documenting Expenditure of Grant Funds, of this Grant Agreement), the Grantee shall provide information requested by CARB Project Liaison that is needed to assess progress in completing tasks and meeting the objectives of the program.
- 8.4 Any change in budget allocations, re-definition of deliverables, or extension of the program schedule must be requested in writing to CARB Project Liaison and approved by CARB, in its sole discretion, and may require a Grant Agreement amendment.
- 8.5 Where solely determined by CARB as necessary, site visits shall be established by CARB Project Liaison during the Term of this Grant.

IX. REPORTING AND DOCUMENTING EXPENDITURE OF GRANT FUNDS

The Grantee must provide CARB with documentation accounting for the proper expenditure of all Grant Funds. The documentation must be provided in Status Reports submitted at a minimum every 3 months to CARB and a Final Report submitted prior to the Grantee receiving their last disbursement of Grant Funds.

9.1 Supporting Documentation

- a. The Grantee must submit to CARB and maintain substantiating documentation of expenses incurred for technology and implementation costs under this Grant Agreement. CARB reserves the right to require Grantee to submit itemized invoices (invoices must include enough details to ensure that only eligible costs are paid for), and any other appropriate documentation required by CARB. The following documentation must be provided to CARB, as necessary, along with a Grant disbursement request form to support Grant disbursement requests:
 - i. Copy of the final itemized vehicle or vessel sales receipt/contract showing delivery confirmation, including documentation of the vehicle identification number (VIN) tag, vessel identification number (VIN), make, model, engine model year (if applicable), vehicle model year, and gross vehicle weight rating (if applicable).
 - ii. Copy of itemized equipment and labor expenses.
 - iii. Proof of temporary or permanent California vehicle registration for the vehicles.
 - iv. Other substantiating documentation such as digital photos of the vehicles or vessels such as VIN tags, odometers; vehicle or vessel certifications such as California Highway Patrol or United States Coast Guard, proof of insurance, and types of coverage.

9.2 Status Reports

The Grantee shall submit Status Reports at least quarterly but may submit them on a monthly basis if necessary to justify more frequent disbursements with prior approval from CARB. These reports must be approved by CARB and must contain the following information, at a minimum, in either Microsoft Word or PDF, and may include Microsoft Excel electronic files:

- a. Project Status Report number, title of Project, name of Grantee, date of submission, and Project Grant number.

- b. Summary of work completed since the last progress report, noting progress toward completion of tasks and milestones identified in the work plan.
- c. Statement of work expected to be completed by the next progress report.
- d. Notification of problems encountered and an assessment of their effects on the Project's outcome.
- e. Data collected from vehicles, vessels, equipment, and facilities.
- f. Schedule of community outreach, workforce development and education conducted, materials used, number of people contacted, and number of participants, where applicable.
- g. Accounting records, including expenditure and income information, and supporting documentation.
- h. Itemized invoices (invoices must include enough details to ensure that only eligible costs are paid for), and any other appropriate documentation.
- i. Discussion of the Project's adherence to the Project timeline.
- j. Other data and analysis as mutually agreed upon between Grantee and CARB.

9.3 Final Report

When the Project is complete, the Grantee shall submit a draft Final Report. The draft Final Report must be submitted to CARB in an appropriate format agreed upon between CARB Project Liaison and the Grantee. The Grantee will provide a Draft Final Report within 90 calendar days of Project completion or by February 15, 2027, whichever comes first. The Finalized Final Report must be submitted 30 calendar days later or by March 15, 2027, whichever comes first. Final reports will contain the following information (at a minimum):

- a. Expenditures in detail to date and for the period between the last quarterly report and the Final Report.
- b. Overview of the Project from inception through Project end, including Project background, partnerships, and funding sources.
- c. Table and narrative of Project Milestones.
- d. VIN or other documentation for all vessels, vehicles, equipment purchased.
- e. Overview and outreach, workforce development and educational efforts.
- f. Estimated GHG and co-pollutant emissions reductions achieved.
- g. Other co-benefits to the identified low-income and/or disadvantaged community as mutually agreed upon between Grantee and CARB.

- h. Accounting records, including expenditure and income information, and supporting documentation.
- i. Best practices and implementation challenges including suggestions for future Project considerations.
- j. Recommendations for potential Program improvements.
- k. Other data and analysis as mutually agreed upon between Grantee and CARB.

9.4 Other Reporting

The Grantee must provide data in support of other CARB needs such as requests from legislators, governor's office, data reporting needed by Greenhouse Gas Reduction Fund ("GGRF") reporting requirements, and other data needs such as regulatory development.

- a. Detailed job creation data (aka., jobs reporting) will be required to be submitted. The required data may include the top three funded Project activities by cost, percent of total Project budget associated with each of the top three Project activities, job classifications or trades, job training credentials earned, number of jobs provided, total Project work hours, average hourly wage, total number of workers that completed job training, description of job quality (e.g., benefits provided such as health care and paid time off), and targeted hiring strategy used. The Grantee shall track and report information on employment outcomes from funded projects that provide jobs or job training, including:
 - i. Job classifications or trades
 - ii. Job training credentials
 - iii. Number of jobs provided (in full and for priority populations)
 - iv. Total Project work hours (in full and for priority populations)
 - v. Average hourly wage (in full and for priority populations)
 - vi. Total number of workers that completed job training (in full and for priority populations)
 - vii. Description of job quality (e.g., benefits provided such as health care and paid time off)
 - viii. Targeted hiring strategy
 - ix. Census tracts of education and training(s), outreach, and partner organizations
 - x. Location of trainees/participants (priority population)
 - xi. Race/ethnicity of trainees/participants

- xii. Number of trainees/participants completing training program (including number of certifications received)
 - xiii. Employment status, job titles, occupations, and salary wages of trainees/participants
 - xiv. Level of trainee involvement in training and curriculum design
- b. Program benefits reporting shall include, but is not limited to:
- i. Geographic distribution of workforce training, curriculum, and program offerings.
 - ii. Increased connections to ZEV technology employers and industries.
 - iii. Number of job placements, including full- and part-time jobs, and paid internships or apprenticeships.
 - iv. Number of new full- and part-time jobs created and retained.
 - v. Development of new partnerships with local and regional workforce entities, and economic/business development entities.
 - vi. Connections between training and education programs and small, women, minority, disadvantaged, and certified business employment or support in priority communities.
 - vii. Replication of concepts and program outcomes in other priority communities.
 - viii. Community education events by type of event and attendance.
 - ix. Direct address of community-specific workforce training and development needs.
- c. Program participant reporting shall include, but is not limited to:
- i. Participant's level of satisfaction in their preparation for ZEV industry jobs and careers provided by the ZEV education and training program curriculum.
 - ii. Participant's current employment status (part- or full-time employment, or unemployed).
 - iii. Participant's level of satisfaction with services provided, including increased access to potential economic opportunities. (For example: improved outcomes over program expenses or investments, willingness to recommend the program to others).
 - iv. Participant's level of satisfaction with accessibility and ease of training program.

- v. Participant's level of satisfaction with program workforce, career development, and job placement support and opportunities.
- vi. Portal or other resources for existing trainees to provide their experiences and feedback loops to ensure changes to programs are made over time to best meet needs and boost new student recruitment.

X. OVERSIGHT AND ACCOUNTABILITY

10.1 The Grantee shall comply with all oversight responsibilities.

10.2 CARB or its designee may recoup the Grant Funds, which were received based upon misinformation or fraud, or as otherwise allowed under any other term or condition of this Grant Agreement or State law. CARB also reserves the right to prohibit any entity from participating in future Advanced Technology Demonstration and Pilot solicitations.

10.3 If the Grantee detects any actual or potentially fraudulent activity by anyone or entity associated with the Project, it shall notify CARB as soon as possible and work with CARB to determine an appropriate course of action.

XI. PROJECT RECORDS

As further described below, program records include but are not limited to Grantee, financial, and participant records. All Project records must be retained for a period of five (5) years after final payment under this Grant. All Project records are subject to audit pursuant to Section 13.7, Audit, of this Grant Agreement. Upon completion of the fifth year of record retention, the Grantee shall submit all program records to CARB. Hardcopy or electronic records are suitable. Acceptable forms of electronic media include hard drives, CDs, and DVDs. Other forms of electronic media may be allowed based on prior written concurrence from CARB.

11.1 **Grantee Record**

The Grantee shall retain a file for the projects carried out under this Grant Agreement containing, but not limited to:

- a. Original executed copy of the Grant Agreement and Grant Agreement Amendments (if applicable).
- b. Policies and Procedures Manuals.
- c. Copies of Grant Disbursement Request Forms and attachments.
- d. Copies of Status Reports.
- e. Documentation of earned interest generation and expenditure (see Section 7, Fiscal Administration, of this Grant Agreement for more information).

- f. Invoices from Project participants for reimbursable items.
- g. All other information that documents all aspects of the Project.

11.2 **Financial Records**

Without limitation of the requirement to maintain program accounts in accordance with generally accepted accounting principles, the Grantee must:

- a. Establish an official file for the projects, which shall adequately document all significant actions relative to the Project.
- b. Establish separate accounts which will adequately and accurately depict all amounts received and expended on the projects.
- c. Establish separate accounts which will adequately and accurately depict all income received which is attributable to the projects including in-kind donations, if any.
- d. Establish an accounting system which will adequately depict final total costs of the projects, including indirect costs.

11.3 **Project Participant Records**

Grantee is required to establish and maintain participant records, which must include, at a minimum:

- a. Project participant applications (denied, approved, and removed).
- b. Initial participant surveys and survey updates.
- c. Unique identifier that links each Project to its corresponding Project and associated cost.
- d. Documentation on any deviations from the normal processing of projects (examples include enforcement action, CARB case-by-case approvals).

XII. OWNERSHIP

All information or data received or generated by the Grantee under this Grant Agreement shall become the property of CARB and the CEC. No information or data received or generated under this Grant Agreement shall be released without CARB approval.

XIII. GENERAL PROVISIONS

- 13.1 **Additional Required Terms (Pass-Through Obligations) for Third Party Agreements:** All grants, subawards, subgrants, contracts, vouchers, agreements, and subcontracts entered into by and between Grantee and any Recipient or Recipients (as defined in Section 6, Duties and Requirements, of this Grant

Agreement) using or applying Grant Funds (in whole or in part) shall contain the following language (or similar language with the same meaning and intent):

- a. **Conflict of interest:** By entering into this grant, award, voucher, contract, subcontract or agreement, said party is or may be a direct or indirect recipient ("Recipient") of funds received from or provided by the California Air Resources Board ("CARB"), and as such certifies, represents and warrants that he, she, it is in compliance with all applicable State and federal conflict of interest laws on the date said grant, award, contract, subcontract, agreement, or voucher (as applicable) is signed and shall remain in compliance with all such laws for a period of five (5) consecutive years following receipt of any and all funding amounts on a rolling continuous basis. Recipient further certifies, represents, and warrants that he, she, it has no interest, and shall not acquire any interest, direct, or indirect, which will conflict with Recipient's ability to impartially perform under, or complete the tasks described in, any and all agreements, grants, awards, contracts, subcontracts, vouchers, or programs. The Recipient acknowledges, understands, and accepts that Recipient must disclose any direct or indirect financial interest or situation which may pose an actual, apparent, or potential conflict of interest. The Recipient acknowledges, understands, and accepts that the nature and extent of any actual, apparent, or potential conflict of interest may be a basis for disqualification from receiving any funds. The Recipient certifies, represents, and warrants that Recipient will immediately advise the Grantee in writing of any potential new conflicts of interest as they arise.
- b. **Cooperation with Audits:** Recipient warrants, represents, and agrees to cooperate fully, without delay, in all audits, inquiries, and investigations initiated by or on behalf of the Grantee and/or the State of California concerning or relating to compliance with local, State, or federal air quality laws, or this agreement, including but not limited to timely submission of any and all records requested and full cooperation with any on-site inspections.
- c. **Payment (Recapture) on Demand:** Recipient represents, warrants, and agrees that upon notification by the Grantee or its authorized representative of an overpayment, a wrongful payment, or a violation of or failure to comply with any of the grant or subgrant agreement, contract, voucher, or program requirements or obligations, Recipient will, without challenge or delay, remit to the Grantee or its authorized representative the requested amount within 60 calendar days from the date of issuance of said notice.
- d. **Separate Accounts:** If Recipient has received any funds as a grant or subgrant pursuant to a grant or subgrant agreement, then Recipient shall not commingle said funds with any other accounts, revenues, grants, donations, or resources except where expressly authorized in the fully executed written agreement between Recipient and the Grantee. Recipient will maintain all such grant or subgrant funds in a separate bank account designated specifically for the purposes

of carrying out the intent and purpose for which said funds were provided. The bank account must be held in the name of the Recipient (the official legal entity's name, and not a dba), and under no other name, person, or entity. Funds received are NOT the assets of the Recipient. Grant and subgrant funds shall not be used as collateral for or an obligation to any debt, loan, or other commitments of Recipient, its officers, agents, assigns, contractors, subcontractors, subgrantees, or affiliates. Recipient shall ensure that the Grantee is designated in writing as a third-party beneficiary of and to all such bank accounts in which said funds are maintained or held.

- e. **Third-Party Beneficiary:** The Recipient acknowledges, accepts, and agrees that the State of California, acting by and through the California Air Resources Board (CARB), is an intended third-party beneficiary to any and all Recipient agreements, vouchers, contracts, subcontracts, awards, and grants with the Grantee where any CARB-provided funds are used or applied to pay or reimburse Recipient.
- f. **Authorized Signature:** The Recipient agrees and acknowledges that it has signed or has authorized the signing of the grant, award, contract, subcontract, and/or agreement with the Grantee, and by doing so hereby declares under penalty of perjury, under the laws of the State of California, that all statements and responses made in said grant, award, contract, subcontract, and/or agreement are true and correct, with full knowledge that all statements and responses are subject to investigation and that any incomplete, unclear, false, or dishonest response may be grounds for disqualification from receiving any existing or further funding or participating in any programs or projects using the CARB-provided or Grantee-provided funds, or from doing business with the State of California or the Grantee. The Recipient acknowledges, understands, and accepts that by providing or making any false statements or providing false information, the Recipient may be in violation of the California False Claims Act (Government Code, §12650 et seq.). Recipient certifies, represents, and warrants that the individual signing on its, his, or her behalf herein below is an authorized representative of Recipient with full power and legal authority to sign below and by said signature Recipient is bound to and will comply with all terms, conditions, and obligations set forth in this agreement, grant, voucher, application, and/or contract, as applicable.
- g. **Compliance with Air Quality Laws:** Recipient understands, acknowledges, and agrees that compliance with all applicable federal, State, and local air quality rules, regulations, and statutes is a precondition to the receipt or use of any State funds provided by or through the California Air Resources Board (CARB), and is a continuing obligation for the consecutive five (5) years following receipt of any State funds on a rolling continuous basis. Recipient understands, acknowledges, and agrees that a failure to comply in whole or in part with any local, State, or federal air quality rules, regulations, or statutes, or a failure to comply, in whole or in part, with any of the requirements or obligations under the project or program, agreement, contract, subcontract, award, voucher, or grant (as applicable) is, in

each instance, a material breach of the conditions under which State funds were provided or made available, and such breach will result in undue hardship and damages to the Grantee and the State of California some or all of which may be impossible to easily calculate.

- h. **Liquidated Damages:** If the Grantee or the State of California determines, within its or their sole and absolute discretion, that Recipient is in breach or has breached any obligation to remain in compliance with any applicable federal, State, or local air quality rules, regulations, and statutes, then Recipient, immediately upon demand, will pay the Grantee (or to CARB, as requested), as recaptured funds or liquidated damages, the full amount of all Grant Funds received to date. The Recipient agrees that quantifying the losses arising from any breach is inherently difficult insofar as breach may cause the State of California or the Grantee irreparable, serious, or substantial harm or damage, including to taxpayers or to the environment. Recipient further stipulates that the agreed upon amount of recaptured funds or liquidated damages is not a penalty, but rather a reasonable measure of damages based upon experience and given the nature of the losses that may result from said breach. The Recipient agrees that the recaptured funds or liquidated damages have been computed, estimated, and agreed upon by all Parties and represents an attempt to make a reasonable forecast of probable actual loss because of the difficulty of estimating with exactness the damages which will result. This obligation shall apply even if there is concurrent noncompliance or violation of air quality rules, regulations, or laws caused by a third party. The remedies set out in this paragraph are contractual in nature.
- i. Nothing stated herein above in any way limits, prevents, or precludes the State of California or the Grantee from taking any enforcement action, exercising any police power, or prosecuting any violation of law against Recipient, its employees, officers, agents, assigns, representatives, contractors, subcontractors, affiliates, grantees, sub awardees, subgrantees, or any third parties.
- j. **Survival:** Recipient acknowledges, agrees, and accepts that those terms, conditions, provisions, and exhibits which by their nature should survive termination, cancellation, or expiration of the grant, award, contract, voucher, subcontract, or agreement, shall so survive, including but not limited to those sections and provisions pertaining to indemnity, recordkeeping, audit, third-party beneficiary status, return, or recapture of funds, data security, insurance, confidentiality, and the general provisions.
- k. All Recipient agreements must also contain, at a minimum, all of the following:
 - i. A clear and accurate description of the material, products, or services to be procured as well as a detailed budget and timeline.
 - ii. A detailed budget and timeline.

- iii. Provisions that allow for administrative, contractual, or legal remedies in instances where a Recipient violates or breaches any term or condition of any contract or agreement and provide for such sanctions and penalties as may be appropriate.
- iv. Provisions for termination by the Grantee, including termination procedures and the basis for settlement.
- v. A statement that further assignments will not be made to any third or subsequent tier subcontractor without additional advance written consent of CARB and Grantee.
- vi. Language conforming to all of the General Provisions of this Grant Agreement.

- 13.2 **Alternative Enforcement:** The remedies set out in this Grant Agreement are not exclusive. Nothing stated in this Grant Agreement in any way limits, prevents or precludes the State of California from taking any enforcement action, exercising any police power of prosecuting any violation of law.
- 13.3 **Amendment:** No amendment or variation of the terms of this Grant Agreement shall be valid unless made in writing, signed by authorized representatives of both Parties, and approved as required. No oral understanding or agreement not incorporated in the Grant Agreement is binding on any of the Parties.
- 13.4 **Americans with Disabilities Act (ADA) Language:** Grantee must ensure that all products and services submitted to CARB, uploaded, or otherwise provided to or funded by CARB, or offered to or made available to the public by the Grantee and/or by any of its Recipients, including but not limited to data, software, plans, drawings, specifications, reports, operating manuals, notes, and other written or graphic work prepared in the course of performance of this Grant, as specified in any attached Exhibits (collectively, the "Work"), comply with Web Content Accessibility Guidelines 2.0, levels A and AA, and otherwise meet the accessibility requirements set forth in California Government Code sections 7405 and 11135, section 202 of the federal Americans with Disabilities Act (42 U.S.C., § 12132), and section 508 of the federal Rehabilitation Act (29 U.S.C., § 794d) and the regulations promulgated thereunder (36 C.F.R., Part 1194) (collectively, the "Accessibility Requirements"). For any Work provided to CARB in PDF format, Grantee, along with its Recipients, shall also provide an electronic version in the original electronic format (for example, Microsoft Word, or Adobe InDesign).
- a. CARB may request documentation from the Grantee of compliance with the requirements described above and may perform testing to verify compliance. Grantee agrees to respond to and resolve any complaint brought to its attention regarding accessibility of deliverables provided under this Grant. Grantee must bring into compliance, at no cost to CARB, any Work by Grantee, or its Recipients,

not meeting the Accessibility Requirements. If Grantee fails to bring the Work into compliance with the Accessibility Requirements within five (5) business days of issuance of written notice from CARB, or within the time frame specified by CARB in its written notice, then Grantee will be responsible for all costs incurred by CARB in bringing the Work into compliance with the Accessibility Requirements. Grantee agrees to respond to and resolve any complaint brought to its attention regarding accessibility of deliverables provided under this Grant Agreement for a period of one (1) year following delivery of the final deliverable under this Grant Agreement.

Deviations from the Accessibility Requirements are permitted only by written consent by CARB.

- 13.5 **Assignment:** This Grant is not assignable by the Grantee, either in whole or in part, without the prior written consent of an authorized representative of Grantor in the form of a formal fully executed written amendment.
- 13.6 **Assurances:** CARB reserves the right, but not the obligation, to seek further written assurances from the Grantee and any of Grantee's employees, agents, officers, Recipients, or affiliates, that the work performed under this Grant Agreement will be performed consistent with the terms and conditions of this Grant Agreement.
- 13.7 **Audit:** Grantee agrees that CARB, the California Department of General Services, the California Department of Finance, the California State Auditor, or any of their respective designated representatives shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant and all Grant Funds received. Grantee agrees to maintain such records for a possible audit for a minimum of five (5) years from the date of termination, cancellation, or expiration of this Grant Agreement or for 5 years after a funded incentive activity has concluded, whichever is later, unless a longer period of records retention is determined necessary by CARB or any State designated representative. Grantee agrees to allow such California designated representatives (including auditors) access to such records during normal business hours and to allow interviews of any employees, representatives, agents, officers, and Recipients who might reasonably have information related to such records. Furthermore, Grantee agrees to include in all agreements, contracts, subcontracts, and subgrants, language identical to or similar to this paragraph to ensure Grantor has the ability and right to audit records and conduct interviews of any and all Recipients in relation to performance and use of Grant Funds under this Grant Agreement.
- 13.8 **Authority:** Each person executing this Grant Agreement on behalf of a Party represents that he or she is duly authorized to execute and deliver this Grant Agreement on the Party's behalf
- 13.9 **Availability of Funds:** Grantee acknowledges, agrees, and understands that Grantor's obligations under this Grant Agreement are contingent upon the availability of funds. In the event funds are not available, the State shall have no liability and no

obligation to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Grant Agreement or for any other reason.

- 13.10 **CARB as Third-Party Beneficiary:** Grantee represents, warrants, and agrees that CARB is and shall remain a third-party beneficiary to all Recipient agreements, and Grantee shall ensure said Recipient agreements expressly state that CARB is a third-party beneficiary.
- 13.11 **Compliance with Laws, Regulations, etc.:** The Grantee agrees that it will, at all times, comply with and require its Recipients to comply with all applicable federal and State laws, rules, guidelines, regulations, and requirements during the Grant Term. A failure of the Grantee to comply fully at all times with this section is a breach of this Agreement and is cause for immediate termination of the Agreement without advance notice.
- 13.12 **Confidentiality and Data Security:** Except as required by applicable law, or as otherwise expressly authorized by this Grant Agreement, Grantee shall not disclose to any third party any record which CARB has designated as confidential. It is expressly understood and agreed that information the Grantee collects on behalf of the Grantor or from a third party in performing its obligations under this Grant Agreement may be deemed confidential by the Grantor. Therefore:
- a. If the Grantee believes disclosure of a confidential record or information may be required under the California Public Records Act, the Grantee shall first give CARB at least fourteen (14) calendar days advance written notice prior to any planned disclosure so that CARB can seek, solely at CARB's discretion, an order preventing disclosure from a court of competent jurisdiction. The Grantee agrees that it shall immediately notify and work cooperatively with CARB to respond timely and correctly to any and all public records requests. The Grantee agrees that it will not challenge or authorize or endorse any challenge to any action or request by CARB to obtain a protective order or court order to prevent the release of any information.
 - b. The Grantee certifies that it has appropriate systems and controls in place to ensure that Grant funds will not be used in the performance of this Grant Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright or other intellectual property laws.
 - c. Information or data, including but not limited to personally identifiable information (PII) and all application records and supporting documentation that personally identifies or describes an individual or individuals is confidential in accordance with California Civil Code sections 1798, et seq. and other relevant State or federal statutes and regulations. The Grantee shall safeguard all such information, records, applications, and data which comes into its possession under this Grant Agreement in perpetuity, and shall not release or publish any such information,

records, data, or application records without first obtaining in each instance the advance written approval of an authorized representative of CARB.

- d. The Grantee must observe complete confidentiality with respect to such information or data collected pursuant to this Grant, including without limitation, agreeing not to disclose or otherwise permit access to such information or data by any person or entity in any manner whatsoever unless such disclosure is required by law or legal process.
- e. The Grantee must acknowledge the confidential nature of such information and ensure by agreement or otherwise that the Grantee, its employees, Recipients, affiliates, officers, agents, and assigns are prohibited from copying or revealing, for any purpose whatsoever, the contents of such information or any part thereof, or from taking any action otherwise prohibited under any provision or section of this Grant Agreement unless such disclosure is required by law or legal process as discussed above in section (a).
- f. The Grantee must ensure that the Grantee's employees and Recipients are informed of the confidential nature of any shared information or data and ensure by written agreement that such individuals and entities are prohibited from (i) copying, revealing, or utilizing such information or data (or any parts thereof) for any purpose other than fulfillment of this Grant, and (ii) from taking any action otherwise prohibited under any provision or section of this Grant Agreement unless such disclosure is required by law or legal process as discussed above in section (a).
- g. The Grantee shall limit access to information and data gathered pursuant to this Grant only to necessary employees to perform their job duties in fulfillment of the Grant Agreement provisions.
- h. The Grantee must not use such information or any part thereof in the performance of services to others or for the benefit of others in any form whatsoever whether gratuitously or for valuable consideration.
- i. The Grantee must notify the Grantor promptly and in writing of the circumstances surrounding any possession, use or knowledge of such information, or any part thereof, by any person other than those authorized by this document.
- j. The Grantee must adhere to all CARB confidentiality, disclosure, and privacy policies.
- k. The Grantee must treat all information, deliverables, and work products developed or collected pursuant to this Grant as confidential. All information, deliverables, and work products cannot be disclosed in any form to any third party (including any Recipients) without first obtaining the written consent of an authorized representative of CARB or except as otherwise authorized by this Grant Agreement.

Exhibit A, Grant Provisions
Grant Number: G21-ATDP-10

- l. The Grantee must not use, without CARB written approval, any CARB materials, data, information, PII, or documentation for any purpose other than for the sole purpose of performing Grantee's duties and obligations under this Grant Agreement.
- m. At the conclusion of the engagement or upon termination of this Grant Agreement, the Grantee shall surrender all information in any form developed or collected pursuant to this Grant. The Grantee may retain copies of specific records if retention of those records by the Grantee is required by law.
- n. If the Grantee suspects loss or theft, the Grantee must report any lost or stolen information, data, or equipment developed or collected pursuant to this Grant to CARB immediately and to State or federal officials where required by applicable laws.
- o. The Grantee must provide CARB all pass phrases/passwords used for private keys to encrypt data used, produced, or acquired in the course of performing duties under this Grant Agreement.
- p. The Grantee must sign all non-disclosure and confidentiality agreements as provided by CARB and shall require employees, contractors, and subcontractors to do the same when requested by CARB.
- q. The Grantee agrees to notify CARB immediately of any security incident involving the information system, servers, data, or any other information developed or collected pursuant to this Grant. The Grantee agrees that CARB has the right to participate in the investigation of a security incident involving its data or conduct its own independent investigation, and that the Grantee shall cooperate fully in such investigations.
- r. The Grantee agrees that it shall be responsible for all costs incurred by CARB due to a security incident resulting from the acts or omissions of Grantee or any of its employees, agents, officers, or Recipients, including any acts or omissions resulting in an unauthorized disclosure, release, access, review, or destruction of data or information; or loss, theft, or misuse of information or data developed or gathered pursuant to this Grant. If the Grantee experiences a loss or breach of data, the Grantee shall immediately report the loss or breach to CARB and, where required by applicable law, to State or federal officials. If applicable law requires, or if CARB determines, that notice to the individuals whose data has been lost or breached is needed, then the Grantee shall provide all such notification and will bear any, and all costs associated with the notice, or any mitigation selected by CARB. These costs include, but are not limited to, staff time, material costs, postage, media announcements, credit monitoring for impacted individuals, and other identifiable costs associated with the breach or loss of data.

Exhibit A, Grant Provisions
Grant Number: G21-ATDP-10

- s. The Grantee shall ensure that confidential, sensitive, and/or PII information shall be encrypted in accordance with California State Administrative Manual 5350.1 and California Statewide Information Management Manual 5305-A.
- t. Grantee assumes all responsibility and liability for the security and confidentiality of the PII and confidential information under its control.
- u. **Rights to data:** Grantee acknowledges, accepts, and agrees that as between Grantee and Grantor, all rights, including all intellectual property rights, in and to PII, data, information, documentation, and materials shall remain the exclusive property of the Grantor, and Grantee has a limited, non-exclusive license to access, and use said information as provided to Grantee solely for performing its obligations under the Grant Agreement. Nothing herein shall be construed to confer any license or right to said PII, data, documentations, materials, or information, including user tracking and exception data, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third party. Unauthorized use of said information by Grantee or third parties is prohibited. For the purposes of this requirement, the phrase “unauthorized use” means the data mining or processing of data, stored, or transmitted by any Grantee, or third-party service, for unrelated or commercial purposes, advertising, or advertising-related purposes, or for any other purpose other than security or service delivery analysis that is not explicitly authorized by Grantor.
- v. Grantee certifies, represents, and warrants that:
 - i. Its data and information security standards, tools, technologies, and procedures are sufficient to protect such information and data;
 - ii. Grantee is in compliance and shall remain in compliance at all times during the Grant Term with the following requirements and obligations:
 - (a) The California Information Practices Act (Civil Code, §§1798 et seq.);
 - (b) Current NIST special publications 800-171 Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations. Third party audit results and Grantee’s plan to correct any negative findings shall be made available to the Grantor upon request;
 - (c) Undergo an annual Statement on Standards for Attestation Engagements (SSAE) No. 16 Service Organization Control (SOC) 2 Type II audit. Third party audit results and Grantee’s plan to correct any negative findings and implementation progress reports shall be made available to the Grantor upon request; and
 - (d) Privacy provisions of the Federal Privacy Act of 1974;

- iii. Compliance with industry standards and guidelines applicable to the work performed under the Grant Agreement. Relevant security provisions may include but are not limited to: Health Insurance Portability and Accountability Act of 1996, IRS 1075, Health Information Technology for Economic and Clinical (HITECH) Act, Criminal Justice Information Services (CJIS) Security Policy, Social Security Administration (SSA) Electronic Information Exchange Security Requirements, and the Payment Card Industry (PCI) Data Security Standard (DSS) as well as their associated Cloud Computing Guidelines.

- 13.13 **Conflict of Interest:** Government Code section 87104 prohibits public officials of CARB, which includes any member, officer, employee, or consultant of a CARB advisory body, from making a formal or informal appearance before, or oral or written communication to CARB for the purpose of influencing a decision by CARB on a grant or other entitlement for use, such as a contract, loan, license, or permit. Prohibited communications include grant applications, letters, emails, phone calls, meetings, or any other form of oral or written communication within or outside of a public committee meeting with CARB, or CARB staff, for the purpose of influencing a CARB decision on an application for funding submitted to CARB. A knowing or willful violation of this section may result in a member being guilty of a misdemeanor and fined up to the greater of \$10,000 or three times the amount of an amount unlawfully received. If a court determines a violation occurred and that the official action might not otherwise have been taken or approved if not for the prohibited communication, the Grant may be voided. (See Gov. Code §§ 91000, 91003.)
- a. For this reason, CARB officials, including but not limited to advisory body members, also may not be a signatory, or administrator on a grant application, or on any resulting grant agreement. Such individuals should not be listed on the grant application except as necessary to show their role in the organization.
 - b. Note that an advisory body member's organization may continue to be eligible for a grant. However, the grant must not follow any communications for purposes of influence by the advisory body member on CARB's decision on that grant agreement. Additionally, that organization would need to identify a different member of the organization to sign or be the administrator for any applications and awarded grants.
 - c. Please also note that applications from organizations affiliated with CARB Board members may require additional review and Board approval. Although CARB will make every effort to obtain required review and approval in a timely manner, this may delay grant execution and/or distribution of funds.
 - d. The Grantee certifies that is, and shall remain, in compliance with all applicable State and federal conflict of interest laws during the entire Term of this Grant Agreement. The Grantee will have no interest, and shall not acquire any interest,

direct or indirect, which will conflict with its ability to impartially perform under, or complete the tasks described in, this Grant. The Grantee must disclose any direct or indirect financial interest or situation which may pose an actual, apparent, or potential conflict of interest with its duties throughout the Grant Term. CARB may consider the nature and extent of any actual, apparent, or potential conflict of interest in the Grantee's ability to perform the Grant. The Grantee must immediately advise CARB in writing of any potential new conflicts of interest throughout the Grant Term.

- 13.14 **Construction:** This Grant Agreement shall not be construed more strongly against either Party regardless of who is more responsible for its preparation.
- 13.15 **Cumulative Remedies:** The rights and remedies of the Parties to this Grant Agreement, whether pursuant to this Grant Agreement or in accordance with law, shall be construed as cumulative, and the exercise of any single right or remedy shall constitute neither a bar to the exercise of nor the waiver of any other available right or remedy.
- 13.16 **Disputes:** The Grantee shall continue with the responsibilities under this Grant Agreement during any dispute. Grantee staff or management will work in good faith with CARB staff and management to resolve any disagreements or conflicts arising from implementation of this Grant Agreement. However, any disagreements that cannot be resolved at the management level within 30 calendar days of when the issue is first raised with CARB staff shall be subject to resolution by the CARB Executive Officer, or his designated representative. Nothing contained in this paragraph is intended to limit any of the rights or remedies that the Parties may have under law.
- 13.17 **Vehicle Charging Infrastructure and Equipment:** Prior to executing contracts Grantee must ensure the following requirements are included in all Recipient agreements and contracts and all or other agreements pursuant to this Grant:
- a. Prior to authorizing work, a Recipient that was awarded funds to install electrical charging equipment for use by on-road transportation vehicles, must require both:
 - i. An Assembly Bill (AB) 841 Certification that certifies the Project will comply with all AB 841 (2020) requirements or describes why the AB 841 requirements do not apply to the Project. The certification shall be signed by the sub awardee's or subgrantee's authorized representative.
 - ii. Electric Vehicle Infrastructure Training Program (EVITP) Certification
Numbers of each EVITP certified electrician that will install electric vehicle charging infrastructure or equipment.
 - b. Evidence such as Certification Numbers are not required to be obtained by Grantee if AB 841 requirements do not apply to a Project.

- c. Prior to remitting payment to a Recipient, Grantee is responsible for collecting all AB 841 Certifications to ensure the Project did comply with all AB 841 (2020) requirements and shall retain Certification Numbers in accordance with the Grantee's records retention schedule.
- d. The requirements of this section do not apply to any of the following:
 - i. Electric vehicle charging infrastructure installed by employees of an electric corporation or local publicly owned electric utility.
 - ii. Electric vehicle charging infrastructure funded by moneys derived from credits generated from the Low Carbon Fuel Standard Program (California Code of Regulations, tit. 17, § 95480 et seq.)
 - iii. Single-family home residential electric vehicle chargers that can use an existing 208/240-volt outlet.

- 13.18 **Electric Vehicle Charger Uptime:** Grantee shall ensure that all agreements with any and all Recipients, consultants, affiliates, or representatives, who receive or use any Grant Funds to support the installation of electric vehicle chargers or charging stations on or after January 1, 2024, comply at all times with the applicable requirements of AB 2061 (2022; Pub. Resources Code, § 25231.5), and any and all related uptime recordkeeping and reporting standards, as a condition of Grant Fund receipt or use and as a condition of participation in the Program. The requirements in this section do not apply to chargers or charging stations installed at residential real property containing four or fewer dwelling units. This section shall remain in effect until January 1, 2035.
- 13.19 **Entitlements and regulatory compliance:** The Grantee agrees to comply with all applicable laws, ordinances, regulations, and standards in its performance under this Grant Agreement, including obtaining, where needed or required by law, any permits, or approvals necessary to undertake the activities funded by the Grant Funds, and complying with all environmental review requirements associated with such activities.
- 13.20 **Environmental Justice:** In the performance of this Grant Agreement, the Grantee shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of the State of California. Equal access includes, but is not limited to, ensuring language barriers are fully addressed to the satisfaction of CARB and as otherwise required by local, State, and federal laws.
- 13.21 **Fiscal management systems and accounting standards:** The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of Grant Funds to a level of expenditure adequate to establish that such Grant Funds have not been used in violation of California law or this Grant Agreement.

Unless otherwise prohibited by State or local law, the Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.

- a. Grantee shall not commingle Grant Funds with any other accounts, revenues, grants, donations, or funds. The Grantee shall maintain all Grant Funds in a separate bank account designated specifically for the purposes of carrying out the obligations of this Grant Agreement. The bank account must be held in the name of the Grantee (the official non-profit corporate name, and not a dba), and no other person or entity. Grant Funds are not the assets of the Grantee and shall not be used, obligated, or relied upon for any purposes other than those purposes and uses set out in this Grant Agreement. Grant Funds shall not be used as collateral for or an obligation to any debt, loan, or other commitments of Grantee, its officers, agents, assigns, Recipients, or affiliates. Grantee shall ensure that the Grantor is designated in writing as a third-party beneficiary of all bank accounts in which Grant Funds are maintained.

13.22 Force majeure: Neither CARB nor the Grantee must be liable for or deemed to be in default for any delay or failure in performance under this Grant Agreement or interruption of services resulting, directly or indirectly, from acts of God, enemy, or hostile governmental action, civil commotion, strikes, government orders, national, or State declared pandemics, lockouts, labor disputes, fire, flood, earthquakes, or other physical natural disaster. If either Party intends to invoke this clause to excuse or delay performance, the Party invoking the clause must provide written notice to the other Party immediately, but no later than within fifteen (15) calendar days of when the force majeure event occurs, and provide reasons that the force majeure event is preventing that Party from or delaying that Party in performing its obligations under this contract. CARB may terminate this Grant Agreement immediately in writing without penalty in the event Grantee invokes this clause, in which case Grantee shall immediately return all remaining Grant Funds to CARB, cease all expenditure of Grant Funds, and turn over all documents, records, deliverables, intellectual property, and other information in relation to this Grant.

- a. If the Grant Agreement is not terminated by CARB pursuant to this clause, upon completion of the event of force majeure, the Grantee must recommence the performance of its obligations under this Grant Agreement. The Grantee must also provide a revised schedule to minimize the effects of the delay caused by the event of force majeure. An event of force majeure does not relieve a Party from liability for an obligation which arose before the occurrence of that event nor is any Party relieved from those obligations which survive termination of the Grant Agreement.

13.23 Funding Prohibitions for Sectarian Purposes and Non-Public Schools: Grantee and the Recipients may use or authorize the use of CARB-provided funds only in any manner that is consistent with applicable laws, including California Constitution,

article XVI, section 5, article IX, section 8, and federal law. CARB reserves the right to obtain additional information from Grantee and others to determine compliance with California Constitution, article XVI, section 5 and article IX, section 8. Failure to provide any requested information may result in denial of Administrative Fees, Grant Funds, or termination of this Grant Agreement or any other agreements.

- 13.24 **Governing law and venue:** This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. CARB and the Grantee hereby agree that any action arising out of this Grant Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Grant Agreement.
- 13.25 **Grantee's responsibility for work:** The Grantee shall be responsible for all work performed pursuant to this Grant Agreement, including but not limited to work performed by any of Grantee's agents, employees, representatives, affiliates, suppliers, or Recipients. The Grantee shall be responsible for any and all disputes arising out of its contract for work performed in relation to, as a result of or as a consequence of this Grant, including, but not limited to, payment disputes with Recipients, employees, agents, affiliates, suppliers, and providers of services. The Grantor will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work performed pursuant to this Grant Agreement. The Grantee shall only distribute Grant funds on a reimbursement basis. The Grantee shall not use Grant funds for advance payments to Recipients, service providers, suppliers, or other third parties.
- a. Upon request by CARB, the Grantee shall provide CARB with a copy of any and all contracts and agreements where services or work will be funded using Grant Funds. CARB may also request copies of these documents during or after the Grant Term and Grantee agrees to provide them within five (5) calendar days of the date of the request. For contracts or agreements that are listed as "to be determined" in the Budget, the Schedule, or elsewhere in any attachment to this Grant Agreement, the Grantee must submit a revised Budget to CARB, identifying the contractor, subcontractor, or other Recipient and specific items of cost expected to be incurred by that Recipient, which in each instance shall be subject to advance approval by CARB. In addition, Grantee must have a fully executed agreement with all Recipients before a Recipient can incur any costs for which the Grantee will seek reimbursement.
 - b. Grantee is required, where feasible, to employ best contracting and procurement practices that promote open competition for all goods and services. The Grantee shall obtain price quotes from an adequate number of sources for all contracts and subcontracts.

- c. Upon request, the Grantee will provide CARB a copy of all solicitations for services or products used or needed to carry out the terms of this Grant Agreement, including copies of the proposals or bids received.
 - d. The Grantee is responsible for handling all contractual and administrative issues arising out of or related to any Recipient agreements it enters into to carry out or perform any of the work under this Grant Agreement. Nothing contained in this Grant Agreement or otherwise creates any contractual relationship between CARB and any Recipient, and no Recipient agreement may relieve Grantee of its responsibilities under this Grant Agreement. Grantee is solely liable and responsible for the acts and omissions of each Recipient or persons directly or indirectly employed by any of them.
 - e. The Grantee's obligation to pay its Recipients is an independent obligation from CARB's obligation to make payments to the Grantee. As a result, CARB has no obligation to pay or enforce the payment of any funds to any Recipient. The Grantee is responsible for establishing and maintaining contractual agreements with and reimbursing each Recipient for work performed in accordance with the terms of that Recipient agreement and this Grant Agreement.
 - f. Without limiting any of CARB's other remedies, failure to comply with the above requirements is a material breach of this Grant Agreement and grounds for immediate termination.
- 13.26 **Indemnification:** The Grantee agrees to indemnify, defend, and hold harmless the State of California, CARB, and CARB officers, Board members, employees, agents, representatives, and successors-in-interest against, for and from any and all liabilities, losses, damages, claims and expenses, including reasonable attorneys' fees, arising out of, resulting from, or related to any actions or inactions of Grantee or any of its Recipients, affiliates, employees, officers, agents, and assigns, including but not limited to the operation, design, or manufacture of any equipment, vessels, vehicles, or engines purchased, acquired, developed, modified, or used with Grant Funds in whole or in part. Grantee shall ensure that the same or substantially and materially the same indemnification requirements in favor of the State of California are set out in each Recipient agreement.
- 13.27 **Independent Actor:** The Grantee, its agents, employees, affiliates, Recipients, suppliers, officers, and assigns, if any, in their, its, his or her performance of this Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of CARB or the State of California.
- 13.28 **Insurance Requirements:** The Grantee and each Recipient must comply with all requirements outlined in the (1) General Provisions section and (2) Insurance Requirements section. No payment of Grant Funds will be made under the Grant until the Grantee fully complies with all insurance requirements.

1. General Provisions

- a. Coverage Term - Coverage needs to be in force for the complete Term of the Grant. If insurance is set to expire during the Term of the Grant, a new certificate must be received by the State at least ten days prior to the expiration of this insurance. Any new insurance must comply with the original Grant terms.
- b. Policy Cancellation or Termination & Notice of Non-Renewal - Grantee is responsible for notifying the State within five business days of any cancellation, non-renewal, or material change that affects required insurance coverage. New certificates of insurance are subject to the approval of the Department of General Services and the Grantee agrees no work or services will be performed prior to obtaining such approval. In the event that the Grantee or a Recipient fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate the Grant upon the occurrence of such event, subject to the provisions of the Grant.
- c. Premiums, Assessments and Deductibles - The Grantee and each Recipient is responsible for any premiums, policy assessments, deductibles, or self-insured retentions contained within their insurance program.
- d. Primary Clause - All required insurance contained in the Grant shall be primary, and not excess or contributory, to any other insurance carried by the State.
- e. Insurance Carrier Required Rating - All insurance companies must carry an AM Best rating of at least "A-" with a financial category rating of no lower than VI. If the Grantee is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
- f. Endorsements - For any work or activity performed or carried out in whole or in part using Grant Funds or to carry out any term or condition of this Grant Agreement, each insurance policy must name "the State of California, the California Air Resources Board, and each of its and their officers, agents, and employees as additional insureds" by an endorsement that states the names exactly as stated above in this Grant Agreement. A blanket additional insured endorsement is not acceptable. A Waiver of Subrogation or Right to Recover endorsement in favor of the State of California must also be attached to the certificate.

Any required endorsements requested by the State or required in this Grant Agreement must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.

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- g. Inadequate Insurance - Inadequate or lack of insurance does not negate the Grantee's or any Recipient's obligations under the Grant.
 - h. Satisfying a Self-Insured Retention (SIR) - All policies with an SIR shall be endorsed to all the State to satisfy the SIR or Deductible at the State's discretion. The State may deduct from any amounts otherwise due to Grantee to fund the SIR/deductible to the Named Insured. Policies shall not contain any provision that limits the satisfaction of the SIR/deductible to the Named Insured. The Grantee's insurer may also eliminate the SIR/deductible in favor of the State's interests.
 - i. Use of Contractors or Subcontractors - In the case of the Grantee's utilization of any Recipient, contractors, subcontractors, or consultants to complete any part of the Grant scope of work, the Grantee shall include all Recipients, contractors, subcontractors, or consultants as insureds under the Grantee's insurance or supply evidence of the Recipient's, , contractor's, subcontractor's, or consultant's insurance to the State equal or greater to policies, coverages, and limits required of the Grantee. Grantee shall also ensure that Grant Recipients carry the same or greater coverage for the work or services performed.
2. Grant Insurance Requirements: The Grantee, and each Grant Recipient, shall display evidence of the following on a certificate of insurance which includes all the required endorsements, including but not limited to additional insured endorsements and waiver of subrogation/right to recover endorsements. Failure to provide the certificates upon request will result in the termination of the Grant. The following coverages must be evidenced on the certificates of insurance:
- a. Commercial General Liability - The Grantee, and each Recipient, shall maintain commercial general liability on an occurrence form with limits not less than \$2,000,000 per occurrence for bodily injury and property damage liability combined with a \$5,000,000 annual policy aggregate. A "per project aggregate" endorsement is required. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal, and advertising injury, and liability assumed under an insured contract or grant. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to Grantee's or a Recipient's limit of liability. For any work or activity performed or carried out in whole or in part using Grant Funds or to carry out any term or condition of this Grant Agreement, each insurance policy must name "the State of California, the California Air Resources Board, and each of its and their officers, agents, and employees as additional insureds" by an endorsement that states the names exactly as stated above in this Grant Agreement. A blanket additional insured endorsement is not acceptable. A

Waiver of Subrogation or Right to Recover endorsement in favor of the State of California must also be attached to the certificate.

- b. Automobile Liability - If the Grantee or a Recipient will be using vehicles to complete the Project or driving a vehicle onto State property, automobile liability insurance is required. For vehicles used in a CARB-funded shared mobility services (e.g., electric bikes and scooters, carshare vehicles, shuttles, and buses), the Grantee and each Recipient shall maintain motor vehicle liability with limits of not less than a \$5,000,000 per accident. For any other vehicle that is not used in a CARB-funded shared mobility service (e.g., vehicles used for project planning, rebalancing, maintenance, marketing, outreach, or driving to events), the Grantee and each Recipient shall maintain motor vehicle liability with limits of not less than \$2,000,000 per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles. At the request of CARB, the Grantee and each Recipient must show proof of automobile liability. Failure to provide proof upon request will result in the termination of the Grant. For any work or activity performed or carried out in whole or in part using Grant Funds or to carry out any term or condition of this Grant Agreement, each insurance policy must name "the State of California, the California Air Resources Board, and each of its and their officers, agents, and employees as additional insureds" by an endorsement that states the names exactly as stated above in this Grant Agreement. A blanket additional insured endorsement is not acceptable. A Waiver of Subrogation or Right to Recover endorsement in favor of the State of California must also be attached to the certificate.
- i. In the event that the Fleet Owner maintains business automobile liability insurance, the insurance policy must name "the State of California, the California Air Resources Board, and each of its and their officers, agents, and employees as additional insureds" by endorsement that states the names exactly as stated above in this Grant Agreement. A blanket additional insured endorsement is not acceptable.
 - ii. By signing the Grant Agreement, the Grantee certifies that the Grantee and any employees, subcontractors, or representatives possess valid automobile coverage in accordance with California Vehicle Code Sections 16450 to 16457, inclusive. The State reserves the right to request proof at any time.
- c. Workers Compensation and Employers Liability - The Grantee and each Recipient shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Grant. In addition, employer's liability limits of \$1,000,000 are required.

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- d. Crime Insurance - Crime insurance requirements are negotiable at CARB's sole discretion. At a minimum, the maximum amount of funding that the Grantee and each Recipient will have on hand at any time should be covered. Coverage shall include but not be limited to employee dishonesty, theft, forgery, or alteration, and inside/outside money and securities coverages including first- and third-party theft for State-owned or leased property in the care, custody, and/or control of the Grantee. The policy shall include as loss payee, the State of California, California Air Resources Board. For any work or activity performed or carried out in whole or in part using Grant Funds or to carry out any term or condition of this Grant Agreement, each insurance policy must name "the State of California, the California Air Resources Board, and each of its and their officers, agents, and employees as additional insureds" by an endorsement that states the names exactly as stated above in this Grant Agreement. A blanket additional insured endorsement is not acceptable. A Waiver of Subrogation or Right to Recover endorsement in favor of the State of California must also be attached to the certificate.
- e. Non-Profit Organization with Volunteers Only (applicable to non-profit organizations only) - A Volunteer Accident Insurance Policy with a limit not less than \$1,000,000. The policy shall contain a waiver of subrogation in favor of the State of California, if such endorsement is available in the open market. Said policy shall be issued by an insurance company with a rating which is acceptable to the Department of General Services, Office of Risk, and Insurance Management. CARB reserves the right to review and adjust insurance requirements as necessary during the Grant Term.
- f. Cyber Liability coverage, with limits not less than \$2,000,000 per occurrence or claim - The Grantee, and each Grant Recipient, shall maintain Cyber Liability coverage, with limits not less than \$2,000,000 per occurrence or claim. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Grantee in the Grant Agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs, regulatory fines, and penalties, as well as credit monitoring expenses. The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the state of California in the care, custody, or control of the Grantee.

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- g. Professional Liability (Errors and Omissions) - Insurance appropriate to the Grantee's profession, with limit no less than \$2,000,000 per occurrence or claim, \$5,000,000 aggregate. For any work or activity performed or carried out in whole or in part using Grant Funds or to carry out any term or condition of this Grant Agreement, each insurance policy must name "the State of California, the California Air Resources Board, and each of its and their officers, agents, and employees as additional insureds" by an endorsement that states the names exactly as stated above in this Grant Agreement. A blanket additional insured endorsement is not acceptable. A Waiver of Subrogation or Right to Recover endorsement in favor of the State of California must also be attached to the certificate.
- h. Self-insurance - If a Grantee has elected to be self-insured it must receive approval of its self-insurance program from the DGS Office of Risk and Insurance Management (ORIM). To obtain ORIM approval, the Grantee must submit the following documents to ORIM.
- i. Workers' Compensation - The Grantee will provide a copy of its Certificate of Consent to Self-Insure from the Department of Industrial Relations.
 - ii. All Other - The Grantee's Risk Manager, or comparable position holder, shall provide a written description of the plan including what is covered, what is not covered, identify the financial limits of the plan, and identify the source of funds for financing the plan. Grantee must also provide:
 - 1. Provide the firm's most recent audited annual financial statement including all accounting letters. The report must show the firm's owner's equity of at least \$5,000,000 and annual profit of at least \$500,000.
 - 2. Provide a signed written statement from the firm's CPA confirming the annual net profit for each of the prior 4 years has been at least \$500,000.
- i. Harbors, Ports, Waterways, Vessel, Watercraft - If the Grantee or any of the Recipients (funded in whole or in part with any Grant Funds) will be working with, on, in or around any harbor, dock, marina, port or waterway or will be working with, building, designing, deploying, developing, operating, or using any form of watercraft or vessel, then in addition to all other insurance coverage required in this Grant Agreement, the Grantee and said Recipients shall also carry the following insurance coverage:
- i. Marine General Liability (MGL) insurance, with no waterborne exclusions, and with a limit of not less than \$5,000,000 per

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occurrence/\$5,000,000 aggregate. MGL shall include, at a minimum, coverage for:

1. Premises Liability
 2. Contractual Liability
 3. Products and Completed Operations
 4. Bodily Injury and Property Damage
 5. Vessel Owner/Operator Liability
 6. Sudden and Accidental Pollution
 7. Vessel Hull & Machinery (H&M)
 8. Marina Operators Legal Liability
 9. Terminal Operators/Wharfingers Liability with a limit of not less than \$10,000,000 per claim/\$10,000,000 aggregate
 10. United States Longshore and Harbor Workers Compensation Act (USL&H) with statutory limits, for work that will take place on or over a navigable waterway
 11. Maritime Employers Liability (MEL) with a limit of liability of not less than \$1,000,000 per claim, for underwater or diving activity. Grantee and Recipients shall only use commercially certified divers for underwater or diving activities
 12. Protection & Indemnity (P&I) (including crew and passengers) with a limit of liability of not less than \$1,000,000 per claim for vessels carrying less than 25 persons (passengers or crew), and a limit of liability of not less than \$10,000,000 per claim for vessels carrying greater than 25 persons (passengers or crew)
 13. Vessel Pollution Liability with a limit of liability of not less than \$1,000,000 per claim for vessels carrying less than 25 persons (passengers or crew), and a limit of liability of not less than \$10,000,000 per claim for vessels capable of carrying greater than 25 persons (passengers or crew)
- ii. For any work or activity performed or carried out in whole or in part using Grant Funds or to carry out any term or condition of this Grant Agreement, each insurance policy must name "the State of California, the California Air Resources Board, and each of its and their officers, agents, and employees as additional insureds" by an endorsement

that states the names exactly as stated above in this Grant Agreement. A blanket additional insured endorsement is not acceptable. A Waiver of Subrogation or Right to Recover endorsement in favor of the State of California must also be attached to the certificate.

13.29 **Non-Compliance**

Without limiting any of its other remedies, CARB may, due to Grantee's or any Recipient noncompliance with any term or condition of this Grant Agreement, withhold future payments, demand and be entitled to recapture or repayment of past reimbursements or payments, or suspend or terminate this Grant Agreement. All work and tasks are non-severable, and completion of all of them is material to this Grant Agreement. Thus, CARB, without limiting its other remedies, is entitled to repayment of all Grant Funds if work is not timely completed or for any other breach of this Grant Agreement.

- a. Grantee understands, acknowledges, and agrees that any Recipient's failure to comply in whole or in part with this Grant Agreement or with applicable federal, State, and local air quality rules, regulations, and laws, is, in each instance, a material breach of the Grant Agreement and such breach will result in undue hardship and damages to the State of California and CARB, some or all of which is impossible to easily calculate. Grantee understands, acknowledges, and agrees that Grantee's said compliance is a precondition to the award and distribution of Grant Funds and a continuing obligation of Grantee during the Term of the Grant Agreement and for the consecutive three (3) years following expiration, cancellation, or termination of the Grant Agreement, whichever occurs later.
- b. Liquidated Damages. If CARB determines, within its sole and absolute discretion, that a Recipient is in breach or has breached any term or condition set out in this Grant Agreement that pertains to or applies to a Recipient, then Grantee shall ensure that said Recipient, immediately upon demand, pays to CARB, as a recapture of funds or liquidated damages, the full amount of all Grant Funds previously paid to the Recipient to date.
 - i. The Parties agree that quantifying the losses arising from a breach by a Recipient is inherently difficult insofar as breach may cause CARB and the State of California irreparable, serious, or substantial harm or damage to taxpayers or to the environment. The Parties further stipulate that the agreed upon amount of recaptured funds or liquidated damages is not a penalty, but rather a reasonable measure of damages based upon the Parties' experience and given the nature of the losses that may result from said breach. The Parties hereto have computed, estimated, and agreed upon the sum as an attempt to make a

reasonable forecast of probable actual loss because of the difficulty of estimating with exactness the damages which will result.

- c. These obligations shall apply even if there is a concurrent noncompliance or violation of air quality rules, regulations, or laws caused by any third party.
- d. CARB or its designee may also recoup or recapture Grant Funds due to misinformation, misrepresentation, or fraud. CARB also reserves the right to prohibit any entity from participating in existing or future CARB programs, projects or grants due to non-compliance with any term or condition of this Grant Agreement or any requirement of the Moyer program due to misinformation, misrepresentation, or fraud.
- e. Grantee shall, for each occurrence, document and immediately report to CARB any and all: suspected or known substandard work; suspected or actual Recipient breach of agreement, fraud, misrepresentations, abuse of discretion, or misuse of funds; suspected or known violations of any Grant or subgrant terms or conditions, and all misrepresentations and fraud carried out by any third parties, including but not limited to Grantee's contractors, subcontractors, consultants, employees, agents, affiliates, officers, directors, or representatives. Grantee shall fully cooperate and work with CARB to investigate, resolve, and take appropriate action to enforce the terms and conditions of each Grant Recipient agreement and this Grant Agreement, including appropriately prosecuting or litigating any civil or criminal claims (including for recapture of Grant Funds from Recipients) as determined necessary by CARB or its representative.
- f. Alternative Enforcement. The remedies set out in this Grant Agreement are contractual in nature. Nothing stated in this Grant Agreement in any way limits, prevents, or precludes the State of California from taking any enforcement action, exercising any police power, or prosecuting any violation of law.

13.30 **Nondiscrimination:** During the performance of this Grant Agreement, the Grantee and its contractors, subcontractors, consultants, and agents shall ensure that no person is, on the basis of sex, race, color, religion, ancestry, national origin, ethnic group identification, age (40 or over), mental disability, physical disability, medical condition, genetic information, marital status, veteran or military status, gender, gender identity, gender expression, reproductive health decision making, or sexual orientation, unlawfully denied full and equal access to the benefits of, or unlawfully subjected to discrimination under, any program or activity that is conducted, operated, or administered under this Grant Agreement or funded with Grant Funds. In addition:

- a. During the performance of this Grant Agreement, the Grantee and its contractors, subcontractors, consultants, and agents shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment, refuse to hire, or employ any person or to refuse to select any person for a training

program leading to employment, or bar or discharge any person from employment or from a training program leading to employment, or discriminate against any person in compensation or in terms, conditions, or privileges of employment, because of race, religious creed, color, national origin, ethnic group identification, ancestry, physical disability, mental disability, reproductive health decision making (e.g. family-care leave, medical-care leave, or pregnancy-disability leave), medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age (40 or over), sexual orientation, or veteran or military status.

- b. The Grantee and its contractors, subcontractors, consultants, and agents shall ensure that the evaluation and treatment of all persons receiving or applying for Grant Funds or participating in any Grant programs, projects, or activities, along with all respective employees and applicants for employment, are free of such discrimination and harassment.
- c. The Grantee and its contractors, subcontractors, consultants, and agents shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, §12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, title. 2, § 10000 et seq.). The applicable regulations (California Code of Regulations, title. 2, §11000 et seq.) of the Civil Rights Council are incorporated into this Grant Agreement by reference and made a part hereof as if set forth in full.
- d. The Grantee and its contractors, subcontractors, agents, and consultants shall give written notice of their respective obligations under this clause to labor organizations with which any may have a collective bargaining or other agreement. The Grantee shall include the nondiscrimination and compliance provisions of this clause in all contracts, subcontracts, and agreements where work is performed to fulfill any term or condition of this Grant Agreement.

13.31 **No Third-Party Rights:** Any notice, demand, request, consent, or approval that either Party desires or is required to give to the other Party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means:

13.32 **Notice:** The existence of this Grant Agreement does not create, and nothing stated in this Grant Agreement creates rights in or grants remedies to, any third party or third parties as a beneficiary or beneficiaries of this Grant Agreement, or of any duty, covenant, obligation, or undertaking established herein.

1) By delivery in person.

2) By certified U.S. mail, return receipt requested, postage prepaid.

3) By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.

4) By electronic means.

Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective seven (7) calendar days after the date deposited with the U. S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the overnight delivery service. Notices sent electronically will be effective on the date of transmission, where it is documented in writing. Notices shall be sent to the persons and addresses set forth in Section 4, Project Liaisons, of this Grant Agreement. Either Party may, by written notice to the other, designate a different address that shall be substituted for the names of persons identified under Section 4 of this Grant Agreement.

- 13.33 **Office of Foreign Asset Control:** The Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury administers and enforces economic and trade sanctions based on U.S. foreign policy and national security goals against targeted foreign countries and regimes, terrorists, international narcotics traffickers, those engaged in activities related to the proliferation of weapons of mass destruction, and other threats to the national security, foreign policy, or economy of the United States. OFAC publishes lists of individuals and companies owned or controlled by, or acting for or on behalf of, targeted countries. It also lists individuals, groups, and entities, such as terrorists and narcotics traffickers designated under programs that are not country specific. These lists can be found at <https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information>. Grantee represents, warrants, and agrees that neither Grantee nor any of its Recipients, affiliates, agents, employees, officers, representatives, or assigns are in violation of any federal law or laws pertaining to any entity or individual listed on any of the OFAC lists. Unless otherwise authorized or exempt, transactions by U.S. persons or in the United States may be or are prohibited if they involve transferring, paying, exporting, withdrawing, or otherwise dealing in the property or interests in property of an entity or individual listed on the Office of Foreign Asset Control's (OFAC) Specially Designated Nationals (SDN) or other Lists. The property and interests in property of an entity that is 50 percent or more owned, whether individually or in the aggregate, directly or indirectly, by one or more persons whose property and interests in property are blocked pursuant to any part of 31 C.F.R. chapter V are also blocked, regardless of whether the entity itself is listed. Refer also to the U.S. Department of the Treasury website: <https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>.
- 13.34 **Order of Precedence:** In the event of any inconsistency between the exhibits, attachments, specifications, or provisions which constitute this Grant Agreement, the following order of precedence shall apply:
- a. Grant Agreement Cover Sheet

- b. Exhibit A, Grant Provisions
 - c. Exhibit B, Statement of Work
 - a. Attachment I: Budget Summary
 - b. Attachment II: Project Milestones
 - c. Attachment III: Key Project Personnel
 - d. Exhibit C, Grant Solicitation
 - e. Exhibit D, Grantee Application Package
 - f. All other Exhibits incorporated into the Grant Agreement as listed on the Grant Agreement Cover Sheet.
- 13.35 **Ownership:** All information, documents, Intellectual Property, or data received, or generated by the Grantee under this Grant Agreement shall become the property of CARB. No information or data received or generated under this Grant Agreement shall be released without CARB approval except where allowed under this Grant Agreement. Notwithstanding the above, in the event Grantee is required by deposition, interrogatory, subpoena, or request for documents under the California Public Records Act to disclose information or data received or generated under this Grant Agreement, Grantee shall provide CARB a prompt written notice prior to disclosure with sufficient time (no less than 14 calendar days) for CARB to challenge or stay any release in an appropriate court of law.
- 13.36 **Paragraph Headings:** The headings and captions of the various paragraphs, subparagraphs and sections hereof are for convenience only, and they shall not limit, expand, or otherwise affect the construction or interpretation of this Grant Agreement.
- 13.37 **Prevailing wages and labor compliance:** Where applicable, the Grantee agrees to be bound by and comply with all the provisions of California Labor Code section 1771 et seq. regarding prevailing wages. The Grantee agrees to monitor all agreements subject to reimbursement from this Grant Agreement to ensure that the provisions of California Labor Code Sections 1720-1861 are being met by Grantee and all Grant Recipients.
- 13.38 **Priority Populations:** The Grantee, for the purposes of this program and all projects, will ensure that all projects benefit designated priority populations, as identified by CalEnviroScreen 4.0. The identified priority population census tracts are available at: <https://oehha.ca.gov/calenviroscreen/report/calenviroscreen-40>. The California Climate Investments Priority Populations Map is available at: <https://webmaps.arb.ca.gov/PriorityPopulations/>.
- 13.39 **Professionals:** For projects involving installation or construction services, the Grantee agrees that only licensed professionals will be used to perform services or conduct work under this Grant Agreement where such services are called for and licensed professionals are required for those services under California law.

- 13.40 **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 contracts and grants with, and to refrain from entering any new contracts and grants with, individuals, or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor or Grantee 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 Contractor or Grantee advance written notice of such termination, allowing Contractor or Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.
- 13.41 **Severability:** If a court of competent jurisdiction holds any provision of this Grant Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of those provisions, will not be affected.
- 13.42 **Survival:** Those terms, conditions, provisions, and exhibits which by their nature should survive termination, cancellation, or expiration of this Grant Agreement, shall so survive, including but not limited to those sections pertaining to indemnity, insurance, recordkeeping, audit, return of funds, data security, confidentiality, transition, ownership, and the general provisions
- 13.43 **Timeliness:** Time is of the essence in this Grant Agreement. Grantee and the Recipients shall proceed with and complete all projects in an expeditious and timely manner.
- 13.44 **Total Agreement; Entirety:** This Grant Agreement constitutes the entire agreement and understanding between the Parties and supersedes and replaces any and all prior negotiations and agreements of any kind, whether written or oral, between the Parties concerning this Grant Agreement.
- 13.45 **Waiver of Rights:** Any waiver of rights with respect to a default or other matter arising under the Grant Agreement at any time by either Party shall not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of the State provided for in this Grant Agreement are in addition to any other rights and remedies provided by law.
- 13.46 **Compliance with AB 794 - Drayage and Short Haul (if applicable):** Grantee shall ensure that all agreements with any and all of their Representatives and Grant Recipients, who receive or use any Grant Funds to support the purchase, or lease for greater than one (1) year, of new drayage or short-haul trucks contain a requirement to comply at all times with the applicable requirements of AB 794 (2021) and AB

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2737 (2022), including all applicable provisions of California Health and Safety Code sections 39680 through 39693, as a condition of Grant Fund receipt or use and as a

Attachment

Subrecipient Agreement Templates

**WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
CARB GRANT
SUBRECIPIENT AGREEMENT**

This Subrecipient Agreement (“Agreement”) is made and entered into this _____ day of _____, 2024, by and between the Western Riverside Council of Governments, a California public agency (“WRCOG”) and [***INSERT NAME***], [***INSERT TYPE OF ENTITY***] (“Subrecipient”). WRCOG and Subrecipient are sometimes individually referred to as “Party” and collectively as “Parties”.

RECITALS

A. On [***INSERT DATE***], WRCOG entered into a Grant Agreement, dated [***INSERT DATE***] (the “Grant Agreement”) with the California Air Resources Board (“CARB”).

B. The purpose of the grant from CARB is to allow WRCOG to support the deployment of zero-emission vehicles and infrastructure throughout Western Riverside County.

C. Subrecipient desires to CARB grant funds in order to [***INSERT DESCRIPTION OF PROJECT***].

D. The purpose of this Agreement is to outline the rights and responsibilities of Subrecipient and ensure compliance with CARB guidelines.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, it is mutually understood and agreed by WRCOG and Subrecipient as follows:

AGREEMENT

1. Incorporation of Recitals. The recitals set forth above are true and correct and are incorporated into this Agreement as though fully set forth herein.

2. Term and Termination.

(a) Term. This Agreement shall commence on the Effective Date and continue through [***INSERT DATE***], unless the Agreement is previously terminated as provided for herein (“Term”).

(b) Termination. WRCOG may terminate or suspend this Agreement, in whole or in part by providing written notice to the other Party at least thirty (30) days prior to the effective date of termination, with or without cause. In cases of an emergency or a breach of this Agreement, this Agreement may be terminated immediately.

3. Subrecipient Implementation of Project .

(a) Project. Subrecipient agrees to provide the services more particularly described in Exhibit “A”, attached hereto to this Agreement and incorporated herein by this reference (the

“Project”). The Project shall not be modified without the written consent of both Parties. Subrecipient agrees that any funds provided by WRCOG under this Agreement will be expended only for the purposes and programs described in this Agreement.

(b) Period of Performance. Subrecipient shall complete all the specified services during the period of performance outlined in Exhibit “A”.

(c) Disbursements and Accounting.

(i) Disbursements. WRCOG, will reimburse the work of Subrecipient, pursuant to requirements of the Grant Agreement, in an amount not to exceed [***INSERT AMOUNT***], (the “Grant Funds”) in conformity with the following procedure:

(1) Submission of Disbursement Requests. Subrecipient shall submit electronically to WRCOG, a Disbursement Request containing an itemized statement of costs expended by Subrecipient for the Project. The itemized statement of costs and backup documentation shall include:

a. Receipts or invoices for direct expenses incurred, such as printed materials, advertising costs, room rental fees, and purchase of data collection devices.

b. Subrecipient shall submit the Disbursement Requests no more frequently than monthly and no less frequently than quarterly and shall submit them in accordance with the timeline provided by WRCOG so that WRCOG can coordinate submission of invoices and progress reporting to CARB by required deadlines.

c. Subrecipient shall certify to WRCOG for each Disbursement Request that to the best of its knowledge such Disbursement will not constitute any violation of either the provisions of the Grant Agreement or law, and that Subrecipient will use the Disbursement as indicated in the Disbursement Request.

(2) Within five (5) business days of the receipt of an invoice and accompanying certification, WRCOG shall notify Subrecipient as to what, if any, additional supporting documents it requires.

(3) Within the first week of the following month after receipt of invoice that complies with all applicable regulations, WRCOG shall: (i) disburse as much of the requested funding as it reasonably believes it can disburse without violating the terms of either the grant or of applicable regulations; and shall (ii) notify Subrecipient as to why it reasonably believes that it is unable to disburse some or all requested funds.

(ii) WRCOG shall have no liability to Subrecipient for any refusal to disburse funds so long as WRCOG has a good faith and reasonable belief that such Disbursement would constitute a violation of the terms of the Grant Agreement or law, such as: a milestone has not been accomplished or documented; a required deliverable has not been provided; claimed expenses are not documented, not valid per the budget, or not reasonable.

(iii) Payment (Recapture) on Demand. Subrecipient represents, warrants, and agrees that upon notification by WRCOG or its authorized representative of an overpayment, a wrongful payment, or a violation of or failure to comply with any of the grant or subgrant agreement, contract, voucher or program requirements or obligations, Subrecipient will, without challenge or delay, remit to WRCOG or its authorized representative the requested amount within 60 calendar days from the date of issuance of said notice.

(iv) Separate Accounts. If Subrecipient has received any funds as a grant or subgrant pursuant to a grant or subgrant agreement, then Subrecipient shall not commingle said funds with any other accounts, revenues, grants, donations, or resources except where expressly authorized in this Agreement. Subrecipient will maintain all such grant or subgrant funds in a separate bank account designated specifically for the purposes of carrying out the intent and purpose for which said funds were provided. The bank account must be held in the name of the Subrecipient (the official legal entity's name, and not a dba), and under no other name, person, or entity. Funds received are NOT the assets of the Subrecipient. Grant and subgrant funds shall not be used as collateral for or an obligation to any debt, loan or other commitments of Subrecipient, its officers, agents, assigns, contractors, subcontractors, subgrantees or affiliates. Subrecipient shall ensure that the WRCOG is designated in writing as a third-party beneficiary of and to all such bank accounts in which said funds are maintained or held.

(v) Cooperation with Audits. Subrecipient warrants, represents, and agrees to cooperate fully, without delay, in all audits, inquiries and investigations initiated by or on behalf of WRCOG and/or the State of California concerning or relating to compliance with local, State, or federal air quality laws, or this agreement, including but not limited to timely submission of any and all records requested and full cooperation with any on-site inspections.

(d) Compliance with Laws/Permits. Subrecipient shall, in all activities undertaken pursuant to this Agreement, comply and cause its contractors, agents and employees to comply with the Grant Agreement, all federal, state and local laws, statutes, orders, ordinances, rules, regulations, plans, policies and decrees. Without limiting the generality of the foregoing, Subrecipient, at its sole cost and expense, shall obtain any and all permits which may be required by any law, regulation or ordinance for any activities Subrecipient desires to conduct or have conducted pursuant to this Agreement.

(e) Compliance with Air Quality Laws. Subrecipient understands, acknowledges, and agrees that compliance with all applicable federal, State, and local air quality rules, regulations and statutes is a precondition to the receipt or use of any State funds provided by or through the California Air Resources Board (CARB), and is a continuing obligation for the consecutive five (5) years following receipt of any State funds on a rolling continuous basis. Subrecipient understands, acknowledges and agrees that a failure to comply in whole or in part with any local, State or federal air quality rules, regulations or statutes, or a failure to comply, in whole or in part, with any of the requirements or obligations under the project or program, agreement, contract, subcontract, award, voucher, or grant (as applicable) is, in each instance, a material breach of the conditions under which State funds were provided or made available, and such breach will result in undue hardship and damages to the WRCOG and the State of California some or all of which may be impossible to easily calculate.

4. Reporting Obligations.

(a) Reporting to CARB. Subrecipient understands and agrees that WRCOG is obligated to provide CARB with documentation accounting for the proper expenditure of all Grant Funds. These documents must be submitted by WRCOG at a minimum every 3 months to CARB. Subrecipient agrees to provide the supporting documentation outlined in Section 4(b) of this Agreement to WRCOG in order for WRCOG to carry out these reporting responsibilities.

(b) Supporting Documentation. Subrecipient must submit to WRCOG and maintain substantiating documentation of expenses incurred for technology and implementation costs under this Agreement. WRCOG reserves the right to require Subrecipient to submit itemized invoices (invoices must include enough details to ensure that only eligible costs are paid for), and any other appropriate documentation required by CARB. The following documentation must be provided to WRCOG, as necessary:

(i) Copy of the final itemized vehicle or vessel sales receipt/contract showing delivery confirmation, including documentation of the vehicle identification number (VIN) tag, vessel identification number (VIN), make, model, engine model year (if applicable), vehicle model year, and gross vehicle weight rating (if applicable).

(ii) Copy of itemized equipment and labor expenses.

(iii) Proof of temporary or permanent California vehicle registration for the vehicles.

(iv) Other substantiating documentation such as digital photos of the vehicles or vessels such as VIN tags, odometers; vehicle or vessel certifications such as California Highway Patrol or United States Coast Guard, proof of insurance and types of coverage.

(c) Status Reports. Subrecipient shall submit status reports at least quarterly. These reports must contain the following information:

(i) Project Status Report number, title of Project, name of Subrecipient, date of submission, and Project Grant number.

(ii) Summary of work completed since the last progress report, noting progress toward completion of tasks and milestones identified in the work plan.

(iii) Statement of work expected to be completed by the next progress report.

(iv) Notification of problems encountered and an assessment of their effects on the Project's outcome.

(v) Data collected from vehicles, vessels, equipment, and facilities.

(vi) Schedule of community outreach, workforce development and education conducted, materials used, number of people contacted, and number of participants, where applicable.

(vii) Accounting records, including expenditure and income information, and supporting documentation.

(viii) Itemized invoices (invoices must include enough details to ensure that only eligible costs are paid for), and any other appropriate documentation.

(ix) Discussion of the Project's adherence to the Project timeline.

(x) Other data and analysis as required by CARB.

5. Ownership of Data and Confidentiality.

(a) Ownership of Data. All information or data received or generated by the Subrecipient under this Agreement shall become the property of CARB, CEC, and WRCOG. In information or data received under this Agreement shall be released without the approval of WRCOG and CARB.

(b) Confidentiality. Subrecipient and its employees shall hold all information, deliverables, and work products developed pursuant to this Project, including data records that personally identify or describe an individual or individuals, confidential in perpetuity and shall release it only to WRCOG, in compliance with California Civil Code sections 1798 et seq. and other relevant State or Federal statutes and regulations and CARB policies. Subrecipient shall only make such records available to necessary employees to perform their job duties. Subrecipient shall notify WRCOG promptly in writing of the circumstances surrounding any suspected loss, theft, possession, use, or knowledge of any information, data, or equipment acquired as part of this Project by any person other than those authorized under this Agreement. Subrecipient shall be responsible for any costs incurred by WRCOG or CARB due to a security incident resulting from Subrecipient's failure to perform or negligent acts of its personnel that result in an unauthorized disclosure, release, destruction, loss, theft, or misuse of information or data developed or gathered pursuant to this Project.

6. Breach of Agreement.

(a) Non-performance (Breach) Provisions. Subrecipient agrees that the following is a non-exhaustive list of the circumstances that constitute non-performance (breach) under this Agreement. These circumstances will be solely determined by WRCOG and include, but are not limited to:

(i) Failure to comply with any of the provisions of the Agreement or Grant Agreement, including Exhibits.

(ii) Failure to obligate or expend Grant Funds within established timelines, or failure to show timely interim progress to meet these timelines.

(iii) Insufficient performance or widespread deficiencies with Grant Fund or Project oversight, enforcement, recordkeeping, contracting, inspections, or any other duties.

(iv) Misuse of Grant Funds.

- (v) Funding of ineligible activities or other items.
- (vi) Exceeding the allowable Grant Fund allotment on an itemized or other basis.
- (vii) Insufficient, incomplete, or faulty documentation.
- (viii) Failure to provide required documentation or reports requested by WRCOG, CARB, or other State agencies, in a timely manner.
- (ix) Poor performance as determined by a review or fiscal audit.

(b) Additional Remedies. In addition to any other requirements and remedies set out elsewhere in this Agreement, upon request by WRCOG, Subrecipient will also perform as follows:

- (i) Within 14 calendar days of any request, timely develop and implement a corrective action plan.
- (ii) Immediately cease all work and spending, and notify all employees, representatives, agents, officers, and affiliates to immediately cease all work and spending.
- (iii) Upon termination of this Agreement or upon issuance of the termination notice (whichever occurs sooner), Subrecipient shall immediately turn over all remaining Grant Funds in its possession or control and all records, personally identifiable information (“PII”), intellectual property, documents, information and data relating to performance, accounting, administration, contracting and management of the Grant Funds and the Project, as well as any other materials requested by WRCOG or as otherwise required by any of the provisions of this Agreement. WRCOG, at its sole discretion, may elect to have any or all of the funding, documentation, intellectual property, and other property transferred to another designee.
- (iv) Unless otherwise directed in writing by WRCOG, upon termination of this Agreement or upon issuance of the termination notice (whichever occurs sooner), Subrecipient shall immediately cease all work, and cease all expenditure of Grant Funds.
- (v) Unless otherwise directed in writing by WRCOG, upon termination of this Agreement or upon issuance of the termination notice (whichever occurs sooner), Subrecipient shall submit a Grant Disbursement Request and a Status Report covering activities up to and including the termination date. The Status Report shall be subject to review and approval by WRCOG before any final payments are disbursed. Upon receipt of the Grant Disbursement Request, and Status Report, and once all intellectual property and requested data, information and property have been transferred and assigned to WRCOG, WRCOG, at its sole discretion, may make a final payment to the Grantee. This payment shall be for all WRCOG-approved, actually incurred costs that in the opinion of WRCOG are justified. However, the total amount paid shall not exceed the total authorized amount as outlined in this Agreement.

(c) Liquidated Damages. If WRCOG or the State of California determines, within its or their sole and absolute discretion, that Subrecipient is in breach or has breached any obligation

to remain in compliance with any applicable federal, State, or local air quality rules, regulations, and statutes, then Subrecipient, immediately upon demand, will pay WRCOG (or to CARB, as requested), as recaptured funds or liquidated damages, the full amount of all Grant Funds received to date. The Subrecipient agrees that quantifying the losses arising from any breach is inherently difficult insofar as breach may cause the State of California or WRCOG irreparable, serious, or substantial harm or damage, including to taxpayers or to the environment. Subrecipient further stipulates that the agreed upon amount of recaptured funds or liquidated damages is not a penalty, but rather a reasonable measure of damages based upon experience and given the nature of the losses that may result from said breach. The Subrecipient agrees that the recaptured funds or liquidated damages have been computed, estimated, and agreed upon by all Parties and represents an attempt to make a reasonable forecast of probable actual loss because of the difficulty of estimating with exactness the damages which will result. This obligation shall apply even if there is a concurrent noncompliance or violation of air quality rules, regulations or laws caused by a third party. The remedies set out in this paragraph are contractual in nature.

(d) Reservation of Rights. Nothing stated herein above in any way limits, prevents, or precludes the State of California or WRCOG from taking any enforcement action, exercising any police power, or prosecuting any violation of law against Subrecipient, its employees, officers, agents, assigns, representatives, contractors, subcontractors, affiliates, grantees, sub awardees, subgrantees, or any third parties.

7. Conflict of Interest. By entering into this Agreement, Subrecipient certifies, represents and warrants that he, she, it is in compliance with all applicable State and federal conflict of interest laws on the date said grant, award, contract, subcontract, agreement or voucher (as applicable) is signed and shall remain in compliance with all such laws for a period of five (5) consecutive years following receipt of any and all funding amounts on a rolling continuous basis. Subrecipient further certifies, represents, and warrants that he, she, it has no interest, and shall not acquire any interest, direct or indirect, which will conflict with Subrecipient's ability to impartially perform under, or complete the tasks described in, any and all agreements, grants, awards, contracts, subcontracts, vouchers, or programs. The Subrecipient acknowledges, understands, and accepts that Subrecipient must disclose any direct or indirect financial interest or situation which may pose an actual, apparent, or potential conflict of interest. The Subrecipient acknowledges, understands, and accepts that the nature and extent of any actual, apparent, or potential conflict of interest may be a basis for disqualification from receiving any funds. The Subrecipient certifies, represents, and warrants that Subrecipient will immediately advise WRCOG in writing of any potential new conflicts of interest as they arise.

8. Indemnification. To the fullest extent permitted by law, Subrecipient, its contractors, consultants, subcontractors, subconsultants, materialmen, suppliers, workers, successors, volunteers, and assigns (collectively, the "Subrecipient Parties") shall, and hereby does, agree to indemnify, defend, and hold harmless WRCOG; and its elected and appointed officials, officers, directors, employees, agents, volunteers, successors, representatives, and assigns (collectively, the "WRCOG Parties"), from and against all damages, claims, liabilities, settlements, penalties, fines, costs, expenses, losses, or attorney and consultant fees and costs (collectively "Damages") incurred by WRCOG to the extent that the same arise or result from or are caused by the acts or omissions of the Subrecipient Parties in connection with the Project and/or in connection with the exercise of any other rights granted by this Agreement. Subrecipient indemnification

obligations herein shall include, but are not limited to, the following: 1) any and all claims under workers' compensation acts and other employee benefit acts with respect to Subrecipient's employees/volunteers or Subrecipient's employees arising out of the Project, 2) liability for damages for death or bodily injury to person, (3) injury to, loss or theft of property; and 3) any failure or alleged failure to comply with any provision of law.

9. Insurance. Subrecipient shall comply with the insurance provisions attached hereto as Exhibit "B" and incorporated herein by this reference.

10. Miscellaneous Provisions.

(a) Conflict with Grant Agreement. In the event of an inconsistency between this Agreement and the Grant Agreement, the terms of the Grant Agreement shall control.

(b) Amendment. This Agreement may be amended at any time by the mutual consent of the Parties by an instrument in writing signed by both Parties.

(c) Assignment. Subrecipient shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of WRCOG and CARB, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

(d) 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. 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.

(e) Entire Agreement. This Agreement constitutes the entire and integrated agreement with respect to the subject matter hereof and supersedes any and all prior and contemporaneous oral or written negotiations, representations or agreements.

(f) Notices, Demands and Communications Between the Parties. Formal notices, demands and communications between Parties shall be deemed sufficiently given if: (i) by commercial overnight delivery; (ii) by messenger service for immediate personal delivery; or (iii) by electronic transmittal, including electronic mail and/or fax transmissions, subject to written verification of receipt by the receiving party. Such written notices, demands and communications may be sent in the same manner to such other addresses as either Party may from time to time designate by written notice to the other Party.

All notices, demands and communications shall be sent, as follows:

To WRCOG:

Western Riverside Council of
Governments

To Subrecipient:

INSERT NAME
INSERT ADDRESS

3390 University Avenue, Suite #450 Attn: [***INSERT***]
Riverside, CA 92501
Attn: [***INSERT NAME***]

Notices shall be deemed effective upon receipt or with respect to electronic transmission, upon receipt of written verification from the receiving party.

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

(h) Laws and Regulations. Each Party 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 this Agreement, and shall give all notices required by law. Each Party shall be liable for all violations of such laws and regulations in connection with this Agreement.

(i) Third Party Beneficiary. Subrecipient acknowledges, accepts, and agrees that the State of California, acting by and through the CARB, is an intended third-party beneficiary to any and all agreements, vouchers, contracts, subcontracts, awards, and grants with WRCOG where any CARB-provided funds are used or applied to pay or reimburse Subrecipient.

(j) Relationship of Parties. The Parties agree and intend that the Parties are independent contracting entities and do not intend by this Agreement to create any partnership, joint venture, or similar business arrangement, relationship or association between them.

(k) Governing Law. This Agreement shall be governed by the laws of the State of California without regard to conflicts of laws principles. Any litigation or other legal proceedings which arise under or in connection with this Agreement shall be conducted in a federal or state court located within or for Riverside County, California.

(l) Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Either Parties' consent or approval of any act by the other Party requiring its consent or approval shall not be deemed to waive or render unnecessary its consent to or approval of any subsequent act of the other Party. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

(m) Survival. Subrecipient acknowledges, agrees, and accepts that those terms, conditions, provisions, and exhibits which by their nature should survive termination, cancellation or expiration of the grant, award, contract, voucher, subcontract, or agreement, shall so survive, including but not limited to those sections and provisions pertaining to indemnity, recordkeeping, audit, third party beneficiary status, return or recapture of funds, data security, insurance, confidentiality, and the general provisions.

(n) Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not

preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

(o) Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder.

(p) Binding Effect. The terms of this Agreement shall inure to the benefit of, and shall be binding upon, each of the Parties and their respective successors and assigns.

(q) Authorized Signature. The Subrecipient agrees and acknowledges that it has signed or has authorized the signing of the grant, award, contract, subcontract and/or agreement with WRCOG, and by doing so hereby declares under penalty of perjury, under the laws of the State of California, that all statements and responses made in said grant, award, contract, subcontract and/or agreement are true and correct, with full knowledge that all statements and responses are subject to investigation and that any incomplete, unclear, false, or dishonest response may be grounds for disqualification from receiving any existing or further funding or participating in any programs or projects using the CARB-provided or WRCOG-provided funds, or from doing business with the State of California or WRCOG. Subrecipient acknowledges, understands, and accepts that by providing or making any false statements or providing false information, the Subrecipient may be in a violation of the California False Claims Act (Government Code Section 12650 et seq.). Subrecipient certifies, represents, and warrants that the individual signing on its, his or her behalf herein below is an authorized representative of Subrecipient with full power and legal authority to sign below and by said signature Subrecipient is bound to and will comply with all terms, conditions and obligations set forth in this agreement, grant, voucher, application and/or contract, as applicable..

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE
TO
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
CARB GRANT
SUBRECIPIENT 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

[**INSERT NAME**]

By: _____
Dr. Kurt Wilson
Executive Director

By: _____
[**INSERT NAME**]
[**INSERT POSITION**]

APPROVED AS TO FORM:

ATTEST:

By: _____
Best Best & Krieger LLP
General Counsel

By: _____

EXHIBIT "A"
DESCRIPTION OF PROJECT

[**INSERT**]

EXHIBIT “B” INSURANCE

1. Subrecipient shall maintain insurance for the duration of this Agreement in compliance with all grant requirements. Subrecipient shall not begin work under this Agreement until WRCOG has acknowledged receipt of Subrecipient’s certifications of insurance in compliance with this Agreement. The coverages described below must be evidenced on a certificate of insurance and all endorsements required must be attached and provide to WRCOG.

1.1 General Provisions applying to all policies:

(a) Coverage Term – Coverage shall be in force for the complete term of the grant. If insurance expires during the term of the grant, a new certificate must be received by WRCOG and CARB at least thirty (30) days prior to the expiration of the insurance. Any new insurance must comply with the terms of this Agreement.

(b) Policy Cancellation or Termination & Notice of Non-Renewal – Subrecipient shall notify WRCOG within five (5) business days of any cancellation, non-renewal or material change that affects required insurance coverage. New certificates of insurance are subject to the approval of the State, and Subrecipient agrees that no work or services will be performed prior to obtaining such approval. In the event Subrecipient fails to keep in effect at all times the specified insurance coverage, WRCOG may terminate this Agreement, subject to the provisions of this Agreement.

(c) Premiums, Assessments, and Deductibles - Subrecipient is responsible for any premiums, policy assessment, deductibles, or self-insured retentions contained within its insurance program.

(d) Primary Clause – Any required insurance contained in this Agreement shall be primary, and not excess or contributory, to any other insurance carried by WRCOG or CARB.

(e) Insurance Carrier Required Rating – All insurance companies must carry an AM Best rating of at least “A-” with a financial category rating of no lower than VI. If Subrecipient is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.

(f) Endorsements – Any required endorsements requested by CARB must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.

(g) Inadequate Insurance – Inadequate or lack of insurance does not negate Subrecipient’s obligations under this Agreement.

(h) Available Coverages/Limits – All coverage and limits available to the Awardee shall also be available and applicable to WRCOG and to the State.

1.2 Commercial General Liability – Subrecipient shall maintain general liability on an occurrence form with limits not less than \$2,000,000 per occurrence for bodily injury and property

damage liability combined with a \$5,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, products, completed operations, personal and advertising injury, and liability assumed under this Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to Subrecipient 's limit of liability. The policy must name "WRCOG, its officers, agents, and employees as additional insured, and State of California and California Air Resources Board, its officers, agents, and employees as additional insured, with respect to liability arising out of work or operations performed by or on behalf of Subrecipient . A blanket additional insured endorsement is not acceptable. A Waiver of Subrogation or Right to Recover endorsement in favor of the State of California must also be attached to the certificate.

1.3 Automobile Liability - If the Subrecipient will be using vehicles to complete the Project or driving a vehicle onto State property, automobile liability insurance is required. For vehicles used in a CARB-funded shared mobility services (e.g., electric bikes and scooters, carshare vehicles, shuttles, and buses), the Subrecipient shall maintain motor vehicle liability with limits of not less than a \$5,000,000 per accident. For any other vehicle that is not used in a CARB-funded shared mobility service (e.g., vehicles used for project planning, rebalancing, maintenance, marketing, outreach, or driving to events), the Subrecipient shall maintain motor vehicle liability with limits of not less than \$2,000,000 per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles. At the request of CARB, the Subrecipient must show proof of automobile liability. For any work or activity performed or carried out in whole or in part using CARB Grant Funds or to carry out any term or condition of this Grant Agreement, each insurance policy must name "WRCOG, its officers, agents, and employees and the State of California, the California Air Resources Board, and each of its and their officers, agents, and employees as additional insureds" with respect to liability arising out of work or operations performed by or on behalf of Subrecipient. A blanket additional insured endorsement is not acceptable. A Waiver of Subrogation or Right to Recover endorsement in favor of the State of California must also be attached to the certificate.

1.4 Workers Compensation and Employers Liability – Subrecipient shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of work under this Agreement. In addition, employer's liability limits of \$1,000,000 are required. A Waiver of Subrogation or Right to Recover endorsement in favor of the State of California must be attached to certificate. The policy must name "WRCOG, its officers, agents, and employees as additional insured, and State of California and California Air Resources Board, its officers, agents, and employees as additional insured, with respect to liability arising out of work or operations performed by or on behalf of Subrecipient." A Waiver of Subrogation or Right to Recover endorsement in favor of the State of California must be attached to the certificate.

1.5 Cyber Liability - Cyber Liability coverage, with limits not less than \$2,000,000 per occurrence or claim. Coverage shall be sufficiently broad to respond to the duties and obligations as undertaken by Subrecipient under this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response

costs as well as regulatory fines and penalties. For any work or activity performed or carried out in whole or in part using Grant Funds or to carry out any term or condition of this Grant Agreement, each insurance policy must name “WRCOG, its officers, agents, and employees and the State of California, the California Air Resources Board, and each of its and their officers, agents, and employees as additional insureds” by an endorsement that states the names exactly as stated above in this Grant Agreement. A blanket additional insured endorsement is not acceptable. A Waiver of Subrogation or Right to Recover endorsement in favor of the State of California must also be attached to the certificate.

1.6 Professional Liability (Errors and Omissions) - Insurance appropriate to the Subrecipient’s profession, with limit no less than \$2,000,000 per occurrence or claim, \$5,000,000 aggregate. For any work or activity performed or carried out in whole or in part using Grant Funds or to carry out any term or condition of this Grant Agreement, each insurance policy must name “WRCOG, its officers, agents, and employees and the State of California, the California Air Resources Board, and each of its and their officers, agents, and employees as additional insureds” by an endorsement that states the names exactly as stated above in this Grant Agreement. A blanket additional insured endorsement is not acceptable. A Waiver of Subrogation or Right to Recover endorsement in favor of the State of California must also be attached to the certificate.

1.7 Self-insurance – If Subrecipient has elected to be self-insured it must receive approval of its self-insurance program from the DGS Office of Risk and Insurance Management (ORIM). To obtain ORIM approval, the Grantee must submit the following documents to ORIM.

(a) Workers’ Compensation – Subrecipient will provide a copy of its Certificate of Consent to Self-Insure from the Department of Industrial Relations.

(b) All Other – The Subrecipient’s Risk Manager, or comparable position holder, shall provide a written description of the plan including what is covered, what is not covered, identify the financial limits of the plan, and identify the source of funds for financing the plan.

(i) Provide the firm’s most recent audited annual financial statement including all accounting letters. The report must show the firm’s owner’s equity of at least \$5,000,000 and annual profit of at least \$500,000.

(ii) Provide a signed written statement from the firm’s CPA confirming the annual net profit for each of the prior 4 years has been at least \$500,000.

**WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
CEC ZERO-EMISSION VEHICLE INFRASTRUCTURE
SUBRECIPIENT AGREEMENT**

This Subrecipient Agreement (“Agreement”) is made and entered into this _____ day of _____, 2024, by and between the Western Riverside Council of Governments, a California public agency (“WRCOG”) and [***INSERT NAME***], [***INSERT TYPE OF ENTITY***] (“Subrecipient”). WRCOG and Subrecipient are sometimes individually referred to as “Party” and collectively as “Parties”.

RECITALS

A. On [***INSERT DATE***], WRCOG entered into a Grant Agreement, dated [***INSERT DATE***] (the “Grant Agreement”) with the California Energy Commission (“CEC”).

B. The purpose of the grant from CEC is to allow WRCOG to support the deployment of zero-emission vehicles and infrastructure throughout Western Riverside County.

C. Subrecipient desires to CEC grant funds in order to [***INSERT DESCRIPTION OF PROJECT***].

D. The purpose of this Agreement is to outline the rights and responsibilities of Subrecipient and ensure compliance with CEC guidelines.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, it is mutually understood and agreed by WRCOG and Subrecipient as follows:

AGREEMENT

1. Incorporation of Recitals. The recitals set forth above are true and correct and are incorporated into this Agreement as though fully set forth herein.

2. Term and Termination.

(a) Term. This Agreement shall commence on the Effective Date and continue through [***INSERT DATE***], unless the Agreement is previously terminated as provided for herein (“Term”).

(b) Termination. WRCOG may terminate or suspend this Agreement, in whole or in part by providing written notice to the other Party at least thirty (30) days prior to the effective date of termination, with or without cause. In cases of an emergency or a breach of this Agreement, this Agreement may be terminated immediately.

(c) 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 and/or WRCOG shall have no liability to pay any funds whatsoever to the Subrecipient or to furnish any other consideration under this Agreement, and the Subrecipient 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 and/or WRCOG shall have the option to either: 1) cancel this Agreement with no liability occurring to the CEC and/or WRCOG; or 2) offer an Agreement Amendment to the Subrecipient to reflect the reduced amount.

3. Subrecipient Implementation of Project .

(a) Project. Subrecipient agrees to provide the services more particularly described in Exhibit "A", attached hereto to this Agreement and incorporated herein by this reference (the "Project"). The Project shall not be modified without the written consent of both Parties. Subrecipient agrees that any funds provided by WRCOG under this Agreement will be expended only for the purposes and programs described in this Agreement.

(b) Period of Performance. Subrecipient shall complete all the specified services during the period of performance outlined in Exhibit "A".

(c) Standard of Performance. Subrecipient, its subcontractors and their employees, in the performance of Subrecipient'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 Subrecipient'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 CEC, shall be borne in total by the Subrecipient and not the CEC or WRCOG. The failure of a project to achieve the performance goals and objectives stated in Exhibit "A" is not a basis for requesting re-performance unless the work conducted by Subrecipient and/or its subcontractors is deemed by the CEC and/or WRCOG to have failed the foregoing standard of performance

(i) In the event Subrecipient/subcontractor fails to perform in accordance with the above standard:

(1) Subrecipient/subcontractor will re-perform, at its own expense, any task which was not performed to the reasonable satisfaction of the CEC and/or WRCOG. 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;

(2) The CEC and/or 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

(3) The CEC and/or WRCOG shall have the option to direct Subrecipient/subcontractor not to re-perform any task which was not performed to the reasonable satisfaction of the CEC and/or WRCOG pursuant to application of (a) and (b) above. In the event the CEC and/or WRCOG directs Subrecipient/subcontractor not to re-perform a task, the CEC/WRCOG and Subrecipient shall negotiate a reasonable settlement for satisfactory work

performed. No previous payment shall be considered a waiver of the CEC and/or WRCOG's right to reimbursement.

(ii) Nothing contained in this Section is intended to limit any of the rights or remedies which the CEC and/or WRCOG may have under law.

(d) Disbursements and Accounting.

(i) Disbursements. WRCOG, will reimburse the work of Subrecipient, pursuant to requirements of the Grant Agreement, in an amount not to exceed [***INSERT AMOUNT***], (the "Grant Funds") in conformity with the following procedure:

(1) Submission of Disbursement Requests. Subrecipient shall submit electronically to WRCOG, a Disbursement Request containing an itemized statement of costs expended by Subrecipient for the Project. The itemized statement of costs and backup documentation shall include:

a. Receipts or invoices for direct expenses incurred, such as printed materials, advertising costs, room rental fees, and purchase of data collection devices.

b. Subrecipient shall submit the Disbursement Requests no more frequently than monthly and no less frequently than quarterly and shall submit them in accordance with the timeline provided by WRCOG so that WRCOG can coordinate submission of invoices and progress reporting to CEC by required deadlines.

c. Subrecipient shall certify to WRCOG for each Disbursement Request that to the best of its knowledge such Disbursement will not constitute any violation of either the provisions of the Grant Agreement or law, and that Subrecipient will use the Disbursement as indicated in the Disbursement Request.

(2) Within five (5) business days of the receipt of an invoice and accompanying certification, WRCOG shall notify Subrecipient as to what, if any, additional supporting documents it requires.

(3) Within the first week of the following month after receipt of invoice that complies with all applicable regulations, WRCOG shall: (i) disburse as much of the requested funding as it reasonably believes it can disburse without violating the terms of either the grant or of applicable regulations; and shall (ii) notify Subrecipient as to why it reasonably believes that it is unable to disburse some or all requested funds.

(ii) WRCOG shall have no liability to Subrecipient for any refusal to disburse funds so long as WRCOG has a good faith and reasonable belief that such Disbursement would constitute a violation of the terms of the Grant Agreement or law, such as: a milestone has not been accomplished or documented; a required deliverable has not been provided; claimed expenses are not documented, not valid per the budget, or not reasonable.

(iii) Payment (Recapture) on Demand. Subrecipient represents, warrants, and agrees that upon notification by WRCOG or its authorized representative of an overpayment, a

wrongful payment, or a violation of or failure to comply with any of the grant or subgrant agreement, contract, voucher or program requirements or obligations, Subrecipient will, without challenge or delay, remit to WRCOG or its authorized representative the requested amount within 60 calendar days from the date of issuance of said notice.

(e) Compliance with Laws/Permits. Subrecipient shall, in all activities undertaken pursuant to this Agreement, comply and cause its contractors, agents and employees to comply with the Grant Agreement, all federal, state and local laws, statutes, orders, ordinances, rules, regulations, plans, policies and decrees. Without limiting the generality of the foregoing, Subrecipient, at its sole cost and expense, shall obtain any and all permits which may be required by any law, regulation or ordinance for any activities Subrecipient desires to conduct or have conducted pursuant to this Agreement.

(f) 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 CEC 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 the Subrecipient with grant funds shall vest in the Subrecipient. The Subrecipient 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 Subrecipient shall not encumber the property without WRCOG and/or CEC approval. When no longer needed for the original project or program, the Subrecipient shall contact WRCOG and/or CEC for disposition instructions.

(g) Payment of Prevailing Wages. Projects that receive an award of public funds from the CEC often involve construction, alteration, demolition, installation, repair or maintenance work over \$1,000. 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.

(i) By accepting this Agreement, Subrecipient 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. Therefore, as a material term of this Agreement, Subrecipient must either:

- (1) Proceed on the assumption that the project is a public work and ensure that:
 - a. prevailing wages are paid; and
 - b. the project budget for labor reflects these prevailing wage requirements; and

c. 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;

(2) Timely obtain a legally binding determination from DIR or a court of competent jurisdiction before work begins on the project that the proposed project is not a public work.

(ii) If the Subrecipient 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 Subrecipient 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.

(iii) Subcontractors and Flow-down Requirements. Subrecipient shall ensure that its subcontractors, if any, also comply with above requirements with respect to public works/prevailing wage. Subrecipient 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. Subrecipient shall be responsible for any failure of Subrecipient's subcontractors to comply with California prevailing wage and public works laws.

(iv) Indemnification and Breach. Any failure of Subrecipient or its subcontractors to comply with the above requirements shall constitute a breach of this Agreement that excuses WRCOG's performance of this Agreement at WRCOG's option, and shall be at Subrecipient's sole risk. In such a case, WRCOG may refuse payment to Subrecipient of any amount under this Agreement and WRCOG 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, Subrecipient agrees to indemnify the WRCOG and the CEC and hold WRCOG and the CEC harmless for any and all financial consequences arising out of or resulting from the failure of Subrecipient and/or any of Subrecipient's subcontractors to pay prevailing wages or to otherwise comply with the requirements of prevailing wage law.

(v) Budget. Subrecipient's budget 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, Subrecipient may wish to contact the California Department of Industrial Relations (DIR) or a qualified labor attorney of their choice for guidance.

(vi) Certification. Subrecipient shall certify that (1) prevailing wages were paid to eligible workers who provided labor for work covered by the payment request and that the Subrecipient 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, Subrecipient 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 Subrecipient shall submit the

above-described certificate signed by the Subrecipient and all contractors and subcontractors performing public works activities on the project. Absent such certificate, Subrecipient shall have no right to any funds under this Agreement, and WRCOG shall be relieved of any obligation to pay said funds.

4. Fiscal Accounting Requirements.

(a) Accounting and Financial Methods. The Subrecipient 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 Subrecipient 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 three years after the federal 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 three years after its final disposition or three years after the federal grant term, whichever is later.

(c) Audits. Upon written request from the CEC, the Subrecipient 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 Subrecipient agrees to incorporate an audit of this project within any scheduled audits, when specifically requested by the State. Subrecipient agrees to include a similar right to audit in any subcontract. Subrecipient is strongly encouraged to conduct annual audits in accordance with the single audit concept. The Subrecipient should provide two copies of the independent audit report and any resulting comments and correspondence to the CEC within 30 days of the completion of such audits.

(d) Supporting Documentation. Subrecipient must submit to WRCOG and maintain substantiating documentation of expenses incurred for technology and implementation costs under this Agreement. WRCOG reserves the right to require Subrecipient to submit itemized invoices (invoices must include enough details to ensure that only eligible costs are paid for), and any other appropriate documentation required by CEC.

5. Contracting and Procurement Procedures.

(a) The Subrecipient is required, where feasible, to employ contracting and procurement practices that promote open competition for all goods and services needed to complete this project. Subrecipient shall obtain price quotes from an adequate number of sources for all subcontracts. WRCOG and the CEC will defer to the Subrecipient'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.

(b) Upon request, the Subrecipient must submit to the CEC and/or WRCOG 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. The Subrecipient is responsible for handling all contractual and administrative issues arising out of or related to any subcontracts it enters into under this Agreement.

(c) All subcontracts must incorporate all of the following:

(i) A clear and accurate description of the material, products, or services to be procured as well as a detailed budget and timeline.

(ii) 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.

(iii) Provisions for termination by the Subrecipient, including termination procedures and the basis for settlement, and language conforming to the “Termination” provision related to Executive Order N-6-22 – Russia Sanctions.

6. Receipt of Confidential Information and Personal Information.

(a) 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.

(b) 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.

(c) 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.

(d) If the Subrecipient 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.

(e) If any other individual or entity participating in any way with this Agreement, including but not limited to subcontractors, subawardees, 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 Subrecipient must flow-down the CEC's special terms for confidential information into each subcontract, subaward, 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. Subrecipient must also require all individuals and entities to flow-down this Section to any lower tier subcontractors, subawardees, 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.

(f) 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.

7. 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. Subrecipient must provide and must require subcontractors 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.

8. Breach of Agreement.

(a) Non-performance (Breach) Provisions. Subrecipient agrees that the following is a non-exhaustive list of the circumstances that constitute non-performance (breach) under this Agreement. These circumstances will be solely determined by WRCOG and include, but are not limited to:

(i) Failure to comply with any of the provisions of the Agreement or Grant Agreement, including Exhibits.

(ii) Failure to obligate or expend Grant Funds within established timelines, or failure to show timely interim progress to meet these timelines.

(iii) Insufficient performance or widespread deficiencies with Grant Fund or Project oversight, enforcement, recordkeeping, contracting, inspections, or any other duties.

(iv) Misuse of Grant Funds.

(v) Funding of ineligible activities or other items.

(vi) Exceeding the allowable Grant Fund allotment on an itemized or other basis.

(vii) Insufficient, incomplete, or faulty documentation.

(viii) Failure to provide required documentation or reports requested by WRCOG, CEC, or other State agencies, in a timely manner.

(ix) Poor performance as determined by a review or fiscal audit.

(b) Additional Remedies. In addition to any other requirements and remedies set out elsewhere in this Agreement, upon request by WRCOG, Subrecipient will also perform as follows:

(i) Within 14 calendar days of any request, timely develop and implement a corrective action plan.

(ii) Immediately cease all work and spending, and notify all employees, representatives, agents, officers, and affiliates to immediately cease all work and spending.

(iii) Upon termination of this Agreement or upon issuance of the termination notice (whichever occurs sooner), Subrecipient shall immediately turn over all remaining Grant Funds in its possession or control and all records, personally identifiable information (“PII”), documents, information and data relating to performance, accounting, administration, contracting and management of the Grant Funds and the Project, as well as any other materials requested by WRCOG or as otherwise required by any of the provisions of this Agreement. WRCOG, at its sole discretion, may elect to have any or all of the funding, documentation, and other property transferred to another designee.

(iv) Unless otherwise directed in writing by WRCOG, upon termination of this Agreement or upon issuance of the termination notice (whichever occurs sooner), Subrecipient shall immediately cease all work, and cease all expenditure of Grant Funds.

(c) Reservation of Rights. Nothing stated herein above in any way limits, prevents, or precludes the CEC or WRCOG from taking any enforcement action, exercising any police power, or prosecuting any violation of law against Subrecipient, its employees, officers, agents, assigns, representatives, contractors, subcontractors, affiliates, grantees, sub awardees, subgrantees, or any third parties.

9. Conflict of Interest. By entering into this Agreement, Subrecipient certifies, represents and warrants that he, she, it is in compliance with all applicable State and federal conflict of interest laws on the date said grant, award, contract, subcontract, agreement or voucher (as applicable) is signed and shall remain in compliance with all such laws for a period of five (5) consecutive years following receipt of any and all funding amounts on a rolling continuous basis. The Subrecipient acknowledges, understands, and accepts that the nature and extent of any actual, apparent, or potential conflict of interest may be a basis for disqualification from receiving any funds.

10. Indemnification. To the fullest extent permitted by law, Subrecipient, its contractors, consultants, subcontractors, subconsultants, materialmen, suppliers, workers, successors, volunteers, and assigns (collectively, the “Subrecipient Parties”) shall, and hereby does, agree to indemnify, defend, and hold harmless WRCOG and CEC; and their respective elected and appointed officials, officers, directors, employees, agents, volunteers, successors, representatives,

and assigns (collectively, the “Grantor Parties”), from and against all damages, claims, liabilities, settlements, penalties, fines, costs, expenses, losses, or attorney and consultant fees and costs (collectively “Damages”) incurred by WRCOG and CEC to the extent that the same arise or result from or are caused by the acts or omissions of the Subrecipient Parties in connection with the Project and/or in connection with the exercise of any other rights granted by this Agreement. Subrecipient indemnification obligations herein shall include, but are not limited to, the following: 1) any and all claims under workers’ compensation acts and other employee benefit acts with respect to Subrecipient’s employees/volunteers or Subrecipient’s employees arising out of the Project, 2) liability for damages for death or bodily injury to person, (3) injury to, loss or theft of property; and 3) any failure or alleged failure to comply with any provision of law.

11. Insurance. Subrecipient shall comply with the insurance provisions attached hereto as Exhibit “B” and incorporated herein by this reference.

12. Additional Grant Requirements.

(a) Assembly Bill 841 (2020). Subrecipient as a material term of this Agreement shall be fully responsible for complying with this section. AB 841 (Ting, 2020) added Public Utilities Code (PUC) section 740.20, which requires Electric Vehicle Infrastructure Training Program (EVITP) certification to install electric vehicle charging infrastructure and equipment for work performed on or after January 1, 2022, subject to certain exceptions. As a policy matter, the CEC is applying the EVITP certification requirements to project work funded under this Agreement, regardless of whether it might be performed prior to January 1, 2022, unless an exception applies.

(i) Applying PUC 740.20 EVITP requirements to this Agreement means that all electric vehicle charging infrastructure and equipment located on the customer side of the electrical meter shall be installed by a contractor with the appropriate license classification, as determined by the Contractors’ State License Board, and at least one electrician on each crew, at any given time, who holds an EVITP certification. Projects that include installation of a charging port supplying 25 kilowatts or more to a vehicle must have at least 25 percent of the total electricians working on the crew for the project, at any given time, who hold EVITP certification. One member of each crew may be both the contractor and an EVITP certified electrician. The requirements stated in this paragraph do not apply to any of the following:

(1) Electric vehicle charging infrastructure installed by employees of an electrical corporation or local publicly owned electric utility.

(2) Electric vehicle charging infrastructure funded by moneys derived from credits generated from the Low Carbon Fuel Standard Program (Subarticle 7 (commencing with Section 95480) of Article 4 of Subchapter 10 of Chapter 1 of Division 3 of Title 17 of the California Code of Regulations).

(3) Single-family home residential electric vehicle chargers that can use an existing 208/240-volt outlet.

(b) 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 contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the CEC or WRCOG determine Subrecipient 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. Subrecipient shall be provided at least 30 calendar days advance written notice of such termination, to allow Subrecipient to provide a written response. Termination shall be at the sole discretion of the WRCOG or the CEC.

(c) Nondiscrimination Statement of Compliance. During the performance of this Agreement, Subrecipient 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. Subrecipient 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 (California Code of Regulations, 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 California Code of Regulations are incorporated into this Agreement by reference and made a part of it as if set forth in full. Subrecipient 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 Subrecipient shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement,

(d) Drug-Free Workplace Certification. By signing this Agreement, the Subrecipient hereby certifies under penalty of perjury under the laws of the State of California that the Subrecipient 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:

(i) 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).

(ii) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:

- (1) The dangers of drug abuse in the workplace;
- (2) The person's or organization's policy of maintaining a drug-free workplace;

programs; and

(3) Any available counseling, rehabilitation, and employee assistance

violations.

(4) Penalties that may be imposed upon employees for drug abuse

(iii) Provide, as required by Government Code Section 8355(a)(3), that every employee who works on the proposed project:

(1) Will receive a copy of the company's drug-free policy statement;

(2) Will agree to abide by the terms of the company's statement as a condition of employment on the project.

(iv) Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both, and the Subrecipient may be ineligible for any future State awards if the CEC and/or WRCOG determines that any of the following has occurred: (1) the Subrecipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

(e) Child Support Compliance Act. For any Agreement in excess of \$100,000, the Subrecipient acknowledges that:

(i) 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

(ii) 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.

(f) Americans with Disabilities Act. By signing this Agreement, Subrecipient 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.

13. Miscellaneous Provisions.

(a) Conflict with Grant Agreement. In the event of an inconsistency between this Agreement and the Grant Agreement, the terms of the Grant Agreement shall control.

(b) Amendment. This Agreement may be amended at any time by the mutual consent of the Parties by an instrument in writing signed by both Parties.

(c) Assignment. Subrecipient shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of WRCOG and CEC,

which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

(d) 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. 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.

(e) Entire Agreement. This Agreement constitutes the entire and integrated agreement with respect to the subject matter hereof and supersedes any and all prior and contemporaneous oral or written negotiations, representations or agreements.

(f) Notices, Demands and Communications Between the Parties. Formal notices, demands and communications between Parties shall be deemed sufficiently given if: (i) by commercial overnight delivery; (ii) by messenger service for immediate personal delivery; or (iii) by electronic transmittal, including electronic mail and/or fax transmissions, subject to written verification of receipt by the receiving party. Such written notices, demands and communications may be sent in the same manner to such other addresses as either Party may from time to time designate by written notice to the other Party.

All notices, demands and communications shall be sent, as follows:

To WRCOG:

Western Riverside Council of
Governments
3390 University Avenue, Suite #450
Riverside, CA 92501
Attn: *****INSERT NAME*****

To Subrecipient:

*****INSERT NAME*****
*****INSERT ADDRESS*****
Attn: *****INSERT*****

Notices shall be deemed effective upon receipt or with respect to electronic transmission, upon receipt of written verification from the receiving party.

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

(h) Laws and Regulations. Each Party 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 this Agreement, and shall give all notices required by law. Each Party shall be liable for all violations of such laws and regulations in connection with this Agreement.

(i) Third Party Beneficiary. Subrecipient acknowledges, accepts, and agrees that the State of California, acting by and through the CEC, is an intended third-party beneficiary to any

and all agreements, vouchers, contracts, subcontracts, awards, and grants with WRCOG where any CEC-provided funds are used or applied to pay or reimburse Subrecipient.

(j) Relationship of Parties. The Parties agree and intend that the Parties are independent contracting entities and do not intend by this Agreement to create any partnership, joint venture, or similar business arrangement, relationship or association between them.

(k) Governing Law. This Agreement shall be governed by the laws of the State of California without regard to conflicts of laws principles. Any litigation or other legal proceedings which arise under or in connection with this Agreement shall be conducted in a federal or state court located within or for Riverside County, California.

(l) Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Either Parties' consent or approval of any act by the other Party requiring its consent or approval shall not be deemed to waive or render unnecessary its consent to or approval of any subsequent act of the other Party. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

(m) Survival. Subrecipient acknowledges, agrees, and accepts that those terms, conditions, provisions, and exhibits which by their nature should survive termination, cancellation or expiration of the grant, award, contract, voucher, subcontract, or agreement, shall so survive, including but not limited to those sections and provisions pertaining to indemnity, recordkeeping, audit, third party beneficiary status, return or recapture of funds, data security, insurance, confidentiality, and the general provisions.

(n) Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

(o) Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder.

(p) Binding Effect. The terms of this Agreement shall inure to the benefit of, and shall be binding upon, each of the Parties and their respective successors and assigns.

(q) Authorized Signature. The Subrecipient agrees and acknowledges that it has signed or has authorized the signing of the grant, award, contract, subcontract and/or agreement with WRCOG, and by doing so hereby declares under penalty of perjury, under the laws of the State of California, that all statements and responses made in said grant, award, contract, subcontract and/or agreement are true and correct, with full knowledge that all statements and responses are subject to investigation and that any incomplete, unclear, false, or dishonest

response may be grounds for disqualification from receiving any existing or further funding or participating in any programs or projects using the CEC-provided or WRCOG-provided funds, or from doing business with the State of California or WRCOG. Subrecipient acknowledges, understands, and accepts that by providing or making any false statements or providing false information, the Subrecipient may be in a violation of the California False Claims Act (Government Code Section 12650 et seq.). Subrecipient certifies, represents, and warrants that the individual signing on its, his or her behalf herein below is an authorized representative of Subrecipient with full power and legal authority to sign below and by said signature Subrecipient is bound to and will comply with all terms, conditions and obligations set forth in this agreement, grant, voucher, application and/or contract, as applicable..

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE
TO
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
CEC ZERO-EMISSION VEHICLE INFRASTRUCTURE
SUBRECIPIENT 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

[**INSERT NAME**]

By: _____
Dr. Kurt Wilson
Executive Director

By: _____
[**INSERT NAME**]
[**INSERT POSITION**]

APPROVED AS TO FORM:

ATTEST:

By: _____
Best Best & Krieger LLP
General Counsel

By: _____

EXHIBIT "A"
DESCRIPTION OF PROJECT

[**INSERT**]

EXHIBIT "B" INSURANCE

Subrecipient shall not commence the Project described by 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, Subrecipient shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to WRCOG that the subcontractor has secured all insurance required under this section.

1. Minimum Requirements. Subrecipient 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 Subrecipient, its agents, representatives, employees or subcontractors. Subrecipient shall also require all of its subcontractors 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. Subrecipient 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.

2. Professional Liability. Subrecipient 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 Subrecipient. "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. Insurance Endorsements. The insurance policies shall contain the following provisions, or Subrecipient 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, 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 Subrecipient or for which the Subrecipient 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 Subrecipient’s scheduled underlying coverage. Any insurance or self-insurance maintained by WRCOG, its directors, officials, officers, employees, agents and volunteers shall be excess of the Subrecipient’s insurance and shall not be called upon to contribute with it in any way.

(C) Workers’ Compensation and Employers Liability Coverage.

(i) Subrecipient 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 Subrecipient.

(D) All Coverages.

(i) Defense costs shall be payable in addition to the limits set forth hereunder.

(ii) 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 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.

(iii) 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).

(iv) Subrecipient shall provide WRCOG at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Subrecipient 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 Subrecipient 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.

(v) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Subrecipient shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Subrecipient 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.

(vi) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Subrecipient, 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 Subrecipient pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(vii) 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 Subrecipient or WRCOG will withhold amounts sufficient to pay premium from Subrecipient payments. In the alternative, WRCOG may cancel this Agreement. WRCOG may require the Subrecipient to provide complete copies of all insurance policies in effect for the duration of the Project.

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

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

5. Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by WRCOG. Subrecipient 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 Subrecipient shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

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

7. Verification of Coverage. Subrecipient 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.

8. Subconsultant Insurance Requirements. Subrecipient shall not allow any subcontractors or subconsultants to commence work on any subcontract 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 subcontractors or subconsultants 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 Subrecipient,

WRCOG may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.



Western Riverside Council of Governments WRCOG Executive Committee

Staff Report

Subject: Regional Streetlight Program Activities Update
Contact: Daniel Soltero, Program Manager, dsoltero@wrcog.us, (951) 405-6738
Date: October 7, 2024

Recommended Action(s):

1. Receive and file.

Summary:

The Annual Operations & Maintenance Report highlights streetlight maintenance activities, including the number of service calls, response times, and costs. In 2023, the City of Perris had the most routine maintenance calls, mainly for lamp outages, while the City of Lake Elsinore had the most extraordinary maintenance calls and pole knockdowns. Additionally, WRCOG is assisting member agencies with LED retrofit and pole tag installation projects to enhance streetlight efficiency and reduce energy costs, with significant progress made in cities including Eastvale, Hemet, and Wildomar. Upcoming initiatives include further retrofits and an Energy Resilience Plan 2.0 to explore microgrid feasibility and increase community resilience.

Purpose / WRCOG 2022-2027 Strategic Plan Goal:

The purpose of this item is to provide an activity update on the Regional Streetlight Program. This Program supports WRCOG's 2022-2027 Strategic Plan Goal #5 (Develop projects and programs that improve infrastructure and sustainable development in our region).

Discussion:

Background

Staff provide annual reports to Program participating member agencies on all streetlight operations and maintenance service calls. The annual report includes the number of service calls for both routine and extraordinary maintenance service calls, the average response times, and associated costs for the prior calendar year. Additionally, staff will include a map of streetlight knockdowns that occurred during the reporting period so that member agencies can identify poles that are consistently knocked down or areas of the city that have recurring knockdowns.

For 2023, the agency with the most routine maintenance service calls was the City of Perris with 84

service calls. Most of the routine maintenance service calls were for lamp outages which resulted from burnt fuses, faulty photocell or luminaire, and response to vandalisms including wires cut and stolen. The agency with the most extraordinary maintenance service calls was the City of Lake Elsinore at 47 service calls. The City of Lake Elsinore also had the most pole knockdowns in 2023 with 14, with multiple knockdowns occurring on Railroad Canyon Rd.

Present Situation

There has been an increase in vandalism incidents in 2023; e.g., wires were cut and stolen from the streetlighting system. The City of Perris had eight vandalism incidents and the City of Menifee had six vandalism incidents that occurred in new tracts for both cities. Repairing vandalisms for streetlighting systems can be a safety issue as the entire system of lights affected loses power and goes dark during this period and are also a costly repair for the member agencies. Yunex Traffic streetlight technicians have recommended some strategies for preventing vandalism including locking handhole covers as well as sealing certain handholes or pull boxes with a light layer of concrete or other sealants.

Additionally, Yunex Traffic has advised WRCOG that the pole manufacturer (Ameron) which provides concrete streetlight poles has had significantly long lead times to deliver poles. Moreover, Ameron may be selling its California plant, thus further impacting the timeframes to deliver concrete poles. This issue has impacted knockdown replacement timeframes, as the long lead times across Yunex Traffic's contracts are creating a shortage of Ameron concrete poles and it is possible that Yunex Traffic may run out of its concrete pole stock at some point. Yunex Traffic has recommended an alternative pole manufacturer, StressCrete, which is currently used by Southern California Edison (SCE), as an alternative to replace knockdowns. WRCOG staff will be working with member agencies to assess if the alternative poles from StressCrete can be used to replace knockdowns in their jurisdictions.

Project Update

The Regional Streetlight Program continues to assist participating member agencies with LED retrofit and pole tag installation projects. As member agencies accept new housing and commercial tracts, those new streetlights installations, depending on the member agency, may be built as agency-owned infrastructure. As such, those new agency-owned streetlights are incorporated into the Regional Streetlight Program's scope and the maintenance service is provided by Yunex Traffic.

While most new streetlight installations are constructed with LED lighting, there are slightly older tracts that are just now being accepted that utilize an older and less efficient lighting technology such as high-pressure sodium, low-pressure sodium, or metal-halide. In these cases where recently accepted tracts utilized an older lighting technology, staff are assisting the member agency with scoping an LED retrofit and pole tag installation project, gathering quotes and ordering equipment, and managing the project on behalf of the member agency.

In 2023, WRCOG assisted the City of Eastvale with retrofitting 85 streetlights to LED lighting, installing 105 pole tags, and removing pole tags from three poles. These streetlights originate from the City of Eastvale purchasing additional streetlights from SCE that were missed in the initial streetlight purchase and returning three streetlights to SCE that were found to be in the City of Norco's jurisdiction. Additionally, the City of Eastvale included 20 new streetlights that were constructed as agency-owned assets. This project was completed in December 2023 and will save the City 40,898 kWh and \$8,130 in energy costs per year.

WRCOG also assisted the City of Hemet with retrofitting 101 streetlights to LED lighting and installing pole tags in the McSweeney Ranch tract. The streetlights in this tract utilized an older lighting technology, thus the City asked WRCOG to assist with a streetlight retrofit project. This project was completed in September 2023 and will save the City an estimated 16,248.96 kWh per year and \$2,309.46 in energy costs per year. Due to the streetlight systems in the City of Hemet being metered, the actual savings have not yet been finalized as the observation period lasts one year.

WRCOG assisted the City of Wildomar with a LED retrofit project on 16 streetlights and pole tag installation. The City purchased these streetlights from SCE that were missed in the initial streetlight purchase. The retrofit project was completed in August 2023 and the pole tags were installed in May 2024. The LED retrofit project will be saving the City approximately 7,349.04 kWh per year and \$1,484.29 in energy costs per year.

To date in 2024, WRCOG has been assisting the Cities of Perris and San Jacinto with streetlight retrofit projects. The City of Perris is converting 203 downtown decorative streetlights to LED and installing pole tags on an additional 266 new streetlights that are already LED. This project is near completion and is currently awaiting an encroachment permit from CalTrans to complete the LED conversion on remaining streetlights located on bridges spanning over the I-215 freeway.

The City of San Jacinto completed a project in July 2024 that converted 36 streetlights to LED, removed pole tags from two streetlights that were mistakenly retrofit due to incorrect location data, and installed pole tags on two streetlights that were already city-owned LED's. Staff are finalizing the deliverables and project documentation that include the overall scope of the project, the estimated savings, and final GIS data.

Later this year WRCOG will be assisting the Cities of Hemet, Menifee, and Wildomar with additional LED retrofits and pole tag installations as new tracts are accepted. The City of Hemet has 112 poles that need pole tag installation, and a few streetlights that may need LED conversion, pending City approval from tracts that have been recently accepted by the City. The City of Menifee has an estimated 707 new streetlight installations that will need a combination of LED conversions and pole tag installations. The City of Wildomar has 146 streetlights from new tracts that require pole tag installation. Furthermore, the Jurupa Community Services District has three streetlights that will need LED conversion. Once the active projects are completed, staff will be writing scoping documents and coordinate with the member agencies for the upcoming projects.

Upcoming Energy Resilience Plan Workshops

WRCOG is developing an Energy Resilience Plan 2.0 that will conduct feasibility studies at member agency sites to determine if microgrids and community resilience centers can be implemented to increase community resilience. Since February 2024, staff have been coordinating with member agencies to gather information on critical facilities and candidate sites for microgrid and community resilience center feasibility studies. Staff have created GIS maps to assess the environmental hazards that impact the sites and to identify the social vulnerabilities that surround the sites. Staff are planning a workshop in Q3 2024 where all member agencies will be invited to be informed on the findings from the facility submittals and GIS analysis, upcoming activities and details on the Energy Resilience Plan 2.0.

Prior Action(s):

July 18, 2024: The Technical Advisory Committee received and filed.

Financial Summary:

Costs associated with the Regional Streetlight Program are included in the approved Fiscal Year 2024/2025 budget (Fund 150).

Attachment(s):

None.



Western Riverside Council of Governments WRCOG Executive Committee

Staff Report

Subject: Annual PACE Unclaimed HERO Refunds Escheatment Update
Contact: Ichelle Pineda, Analyst III, ipineda@wrcog.us, (951) 405-6723
Date: October 7, 2024

Recommended Action(s):

1. Receive and file.
-

Summary:

Each year, WRCOG escheats PACE refunds to the State of California if they remain unclaimed for three years or more. For the 2024 reporting cycle, WRCOG is processing 615 (\$1,056,324.81) unclaimed refunds. In the 2023 reporting cycle, 91 of the 418 unclaimed refunds (\$128,640.43) were reunited with property owners.

Purpose / WRCOG 2022-2027 Strategic Plan Goal:

The purpose of this item is to provide an update on HERO unclaimed refunds to the State of California. This item aligns with WRCOG's 2022-2027 Strategic Plan Goal #3 (Ensure fiscal solvency and stability of the Western Riverside Council of Governments) and Goal #5 (Develop projects and programs that improve infrastructure and sustainable development in our sub-region).

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 and are 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.

Refunds

PACE assessments are paid as a secured line item on the property tax bill, which is due twice a year. If a property owner prepays or pays off the assessment before the tax bill is due and the county cannot make a correction to remove or adjust the PACE amount, this leads to an overpayment of the PACE

assessment. In such cases, property owners are entitled to a refund, which is issued by WRCOG after the counties disburse the collected funds. Most refunds are processed in February after the first installment and in June after the second installment.

From March 2018 to September 2024, WRCOG issued a total of 15,731 (\$23,688,274.18) refunds. Currently, there are a total of 1,647 (\$2,816,342.36) unclaimed checks that are older than six months and considered stale-dated.

Refunds are classified as unclaimed when those checks remain uncashed for six months or more. WRCOG makes multiple attempts to deliver these checks, but some are either returned or remain unclaimed. The unclaimed funds are held in a WRCOG pass-through account until they meet the three-year unclaimed requirement, at which point they are escheated to the State.

The remaining refunds were transferred to the State on June 15th. Property owners can claim their refunds by visiting <https://ucpi.sco.ca.gov/en/Property/SearchIndex>.

Escheatment

Escheatment is the process of transferring unclaimed refunds to the State after they have remained unclaimed for three years or more. The State organizes each reporting period into cycles (Attachment 1). Once the State assumes ownership of these funds, they can remain with the State indefinitely, or until claimed by the property owner.

On November 7, 2022, the Executive Committee directed staff to escheat the unclaimed HERO refunds to the State. WRCOG follows a five-step process for reporting unclaimed refunds and has adhered to the State Controller's Office procedures, meeting the June 15 escheatment deadline (Attachment 2). Additionally, WRCOG must meet certain deadlines before the funds can be escheated.

California State Controller's Office Escheatment Process

1. Identify Unclaimed Refunds
 - WRCOG must identify refunds that have remained unclaimed for three years or more.
2. Perform Holder Due Diligence
 - WRCOG sends letters to the property owners, notifying them that their refund remains unclaimed and is available.
 - WRCOG responds to inquiries, processes refund requests, and tracks updates to the list of unclaimed refunds.
3. Submit a Holder Notice Report prior to November 1st each year - First report of California's two-part reporting process
 - This is the first step in California's two-part reporting process. By November 1st, WRCOG submits a Holder Notice Report to the State, along with any required documentation.
4. California State Controller's Office mails Pre-Escheat Notices - usually 4 to 5 months after WRCOG Due Diligence letters are mailed
 - Approximately four to five months after WRCOG mails due diligence letters, the State sends pre-escheat notices to property owners listed in the Holder Notice Report, advising them to claim their refunds through WRCOG by May 31. From June 1 to June 15, any remaining unclaimed funds must be remitted to the State. After June 15, claims can only be made through the State Controller's Office website.

5. Submit a Remittance Report and send the funds to the State of California between June 1st and June 15th of each year - Second report of California's two-part reporting process.
 - o This is the second step of California's two-part reporting process. Between June 1st and June 15th, WRCOG submits a final report listing the remaining unclaimed refunds and remits the funds to the State.

Present Situation

For the 2023 reporting cycle, staff identified 418 refunds unclaimed for three or more years. WRCOG successfully reunited 91 (\$128,640.43), of these refunds. The remaining 327 refunds (\$484,026.35) were escheated to the State of California on June 15, 2024.

Currently, WRCOG is processing 615 refunds (\$1,056,324.81) for the 2024 reporting cycle. As of September 24, 2024, 26 of these refunds (\$55,342.16) have been reunited with their owners. The 2024 reporting cycle includes refunds owed for the period between July 1, 2020, and June 30, 2021. The information in the below table for refunds in the WRCOG region is organized based on the location of the postal address.

Jurisdiction	Number of Unclaimed Refunds	Total Amount of Unclaimed Refunds
Banning	2	\$2,132.09
Beaumont	2	\$2,209.78
Canyon Lake	3	\$6,320.90
Corona	35	\$53,701.37
Eastvale	4	\$5,909.20
Hemet	18	\$44,530.47
Jurupa Valley	3	\$11,801.34
Lake Elsinore	13	\$21,595.86
Menifee	12	\$13,229.43
Moreno Valley	34	\$64,097.78
Murrieta	33	\$44,114.74
Norco	4	\$5,327.55
Perris	10	\$10,080.37
Riverside	61	\$96,800.65
San Jacinto	6	\$5,177.07
Temecula	29	\$43,916.17
Wildomar	7	\$9,604.29
Total	276	\$440,549.06

Due to the existence of unclaimed refunds within the subregion, the public is encouraged to visit WRCOG's website at <https://wrcog.us/348/Unclaimed-HERO-Refunds>. There, property owners can find information on how to claim their refunds through WRCOG and the State of California.

WRCOG staff will continue the escheatment process for an undetermined number of reporting cycles until all HERO refund checks have been processed.

Prior Action(s):

November 7, 2022: The Executive Committee adopted Resolution Number 25-22; A Resolution of the Executive Committee of the Western Riverside Council of Governments to Escheat Unclaimed Funds to the State of California.

Financial Summary:

Staff time to process escheatments are included in WRCOG's adopted Fiscal Year 2024/2025 budget under the HERO Program (5000). Refund checks issued to property owners are accounted for as a pass-through payment and are not recorded as revenues or expenditures on WRCOG's books.

Attachment(s):

[Attachment 1 - California State Controllers Office Reporting Cycles 2023 and 2024](#)

[Attachment 2 - California State Controllers Office Reporting Guidelines for Holders of Unclaimed Property](#)

Attachment

California State Controller's Property Report Cycles



2023 General Holders – Property Report Cycles

The table below outlines unclaimed property due dates for property held by general holders.
 This table does not apply to Banking and Financial Organizations or Life Insurance Companies.¹

Fiscal Year End Date (As of Date) ²	Date of Last Activity for Properties with a 3 Year Dormancy (Most Properties) ³	Date of Last Activity for Properties with a 1 Year Dormancy (Wages & Salaries)	Due Diligence Performed	Notice Report Due	Remit Report & Remittance Due
7/31/2022	8/1/2018 – 7/31/2019	8/1/2020 – 7/31/2021	10/31/2022 – 4/30/2023 ↑ ↓	before 11/1/2023 ↑ ↓	6/1/2024 – 6/15/2024 ↑ ↓
8/31/2022	9/1/2018 – 8/31/2019	9/1/2020 – 8/31/2021			
9/30/2022	10/1/2018 – 9/30/2019	10/1/2020 – 9/30/2021			
10/31/2022	11/1/2018 – 10/31/2019	11/1/2020 – 10/31/2021			
11/30/2022	12/1/2018 – 11/30/2019	12/1/2020 – 11/30/2021			
12/31/2022*	1/1/2019 – 12/31/2019	1/1/2021 – 12/31/2021			
1/31/2023	2/1/2019 – 1/31/2020	2/1/2021 – 1/31/2022			
2/28/2023	3/1/2019 – 2/29/2020	3/1/2021 – 2/28/2022			
3/31/2023	4/1/2019 – 3/31/2020	4/1/2021 – 3/31/2022			
4/30/2023	5/1/2019 – 4/30/2020	5/1/2021 – 4/30/2022			
5/31/2023	6/1/2019 – 5/31/2020	6/1/2021 – 5/31/2022			
6/30/2023*	7/1/2019 – 6/30/2020	7/1/2021 – 6/30/2022			

*Most common Fiscal Year End (“As of dates”) used when reporting unclaimed property.

¹Property report cycles are available for [Banking and Financial Organizations](#) or [Life Insurance Companies](#).

²The "As of Date" on the [UFS-1](#) is the business's Fiscal Year End date, or the business may choose to use June 30 as their "As of Date." The property must meet the required dormancy period “as of” this date to be reportable.

³See the [Dormancy Periods Table](#) for a list of the dormancy periods for the most frequently reported property types.



Controller Malia M. Cohen
California State Controller's Office
Unclaimed Property Division

2024 General Holders – Property Report Cycles

*The table below outlines unclaimed property due dates for property held by general holders.
 This table does not apply to Banking and Financial Organizations or Life Insurance Companies.¹*

Fiscal Year End Date (As of Date)²	Date of Last Activity for Properties with a 3 Year Dormancy (Most Properties)³	Date of Last Activity for Properties with a 1 Year Dormancy (Wages & Salaries)	Due Diligence Performed	Notice Report Due	Remit Report & Remittance Due
7/31/2023	8/1/2019 – 7/31/2020	8/1/2021 – 7/31/2022	10/31/2023 – 4/30/2024 ↑ ↓	before 11/1/2024 ↑ ↓	6/1/2025 – 6/15/2025 ↑ ↓
8/31/2023	9/1/2019 – 8/31/2020	9/1/2021 – 8/31/2022			
9/30/2023	10/1/2019 – 9/30/2020	10/1/2021 – 9/30/2022			
10/31/2023	11/1/2019 – 10/31/2020	11/1/2021 – 10/31/2022			
11/30/2023	12/1/2019 – 11/30/2020	12/1/2021 – 11/30/2022			
12/31/2023*	1/1/2020 – 12/31/2020	1/1/2022 – 12/31/2022			
1/31/2024	2/1/2020 – 1/31/2021	2/1/2022 – 1/31/2023			
2/28/2024	3/1/2020 – 2/28/2021	3/1/2022 – 2/28/2023			
3/31/2024	4/1/2020 – 3/31/2021	4/1/2022 – 3/31/2023			
4/30/2024	5/1/2020 – 4/30/2021	5/1/2022 – 4/30/2023			
5/31/2024	6/1/2020 – 5/31/2021	6/1/2022 – 5/31/2023			
6/30/2024*	7/1/2020 – 6/30/2021	7/1/2022 – 6/30/2023			

*Most common Fiscal Year End (“As of dates”) used when reporting unclaimed property.

¹Property report cycles are available for [Banking and Financial Organizations](#) or [Life Insurance Companies](#).

²The "As of Date" on the [UFS-1](#) is the business's Fiscal Year End date, or the business may choose to use June 30 as their "As of Date." The property must meet the required dormancy period “as of” this date to be reportable.

³See the [Dormancy Periods Table](#) for a list of the dormancy periods for the most frequently reported property types.

Attachment

California State Controllers Office
Reporting Guidelines for Holders of
Unclaimed Property



Controller Betty T. Yee

California State Controller's Office

Unclaimed Property Division

Reporting Unclaimed Property

Reporting Guidelines for Holders of Unclaimed Property

STEPS TO REPORT UNCLAIMED PROPERTY

Step 1 Identify Unclaimed Property

Holders must review their books and records annually to determine if they have reportable property, whether tangible or intangible, that has remained unclaimed or in inactive accounts for the required dormancy period. For examples of unclaimed property, refer to the Unclaimed Property Dormancy Periods section of this guideline or visit GoReport.sco.ca.gov.

Step 2 Perform Holder Due Diligence

Due diligence is the process of locating apparent owners of property that has remained dormant or inactive on a holder's books and records. Holders must send notices to owners of securities, safe deposit boxes, and property with a value of \$50 or more prior to reporting the accounts to the State Controller's Office (SCO). For complete requirements for notifying owners of unclaimed property and to view a sample due diligence letter, visit GoReport.sco.ca.gov.

Step 3 Submit a Holder Notice Report

California has an annual two-report process. The Holder Notice Report is the first step in the two-report process. The Holder Notice Report is due before November 1 of each year (May 1 for life insurance companies). Properties should not be remitted or delivered with the Holder Notice Report; any property received with this report will be returned to the holder. The SCO accepts the standard NAUPA II reporting format. For a link to free reporting software, visit GoReport.sco.ca.gov.

Step 4 Respond to Owner Claims Resulting from SCO Notices

After receiving the Holder Notice Report, the SCO sends its own due diligence notices to reported owners of securities, safe deposit boxes, and property valued at \$50 or more. These notices instruct property owners to contact the holder to claim their unclaimed property before it is escheated to the SCO. If the property owner contacts the holder to claim their unclaimed property before the required Holder Remit Report due date of June 1 (December 1 for life insurance companies), the property is no longer considered dormant. Once contact has been made, the holder should return the property directly to the property owner.

Step 5 Submit a Holder Remit Report and Remittance

The Holder Remit Report is the second step in the two-report process. The Holder Remit Report is normally due between June 1 and June 15 of each year (December 1 and December 15 for life insurance companies). Property not yet claimed by the owner must be remitted with the Holder Remit Report. For owner accounts that are no longer unclaimed, the holder may either exclude the owner accounts from the report entirely, or include the owner accounts with an appropriate pay or deletion type code and show the property remit amount as zero. The Holder Remit Report should not include any property unreported on the original Holder Notice Report. If more unclaimed property is identified, it must be reported on a Supplemental Holder Notice Report.

IMPORTANT DATES

Life Insurance Holders

Before May 1

Holder Notice Report
Due Date

Mid-October

SCO Deadline to Send
Owner Notices

December 1 - 15

Holder Remit Report
Due Date

All Other Holders

Before November 1

Holder Notice Report
Due Date

Mid-April

SCO Deadline to Send
Owner Notices

June 1 - 15

Holder Remit Report
Due Date

California State Controller's Office
Unclaimed Property Division
10600 White Rock Road, Suite 141
Rancho Cordova, CA
95670

GoReport.sco.ca.gov

Outreach and Compliance
(916) 464-6088

UPDHolderOutreach@sco.ca.gov

Reporting Assistance
(916) 464-6284

UCPReporting@sco.ca.gov

Claims Assistance
(800) 992-4647
claimit.ca.gov

UNCLAIMED PROPERTY

The Unclaimed Property Law allows the state to reunite lost and abandoned property with its rightful owner(s) and to safeguard these properties from being used by private interests for personal gain.

What is unclaimed property?

Unclaimed property is generally defined as any financial asset that has been left inactive by the owner for a period of time specified by law, usually three years. The California Unclaimed Property Law does not address real estate or abandoned personal property.

Why must holders report unclaimed property?

California's Unclaimed Property Law (California Code of Civil Procedure, section 1500 et seq.) was enacted to ensure that property is returned to its rightful owner(s) and to relieve holders of the burden and liability of carrying or maintaining the property. The law requires businesses to review their books and records annually to determine if they hold any reportable property and provides California citizens a single source, the State Controller's Office (SCO), to search for unclaimed property.

Who must file and unclaimed property report?

- Business associations, banking and financial organizations, and life insurance corporations
- Non-profits, sole-proprietorships, and partnerships
- Other entities holding property belonging to another

DORMANCY PERIODS

This is a general guideline for dormancy periods for certain types of property. For more details, visit GoReport.sco.ca.gov.

One Year

Commissions; Ordered Refunds; Wages

Three Years

Cashier's Checks; Demand Deposits (checking); Dividends; Interest; IRAs & Retirement Plans; Life Insurance Benefits, Escrow Accounts, Matured Time Deposits; Safe Deposit Boxes; Safekeeping Repositories; Savings; Stocks and Bonds; Written Instruments (uncashed checks) and Other Tangible and Intangible Property.

Seven Years

Money Orders

Fifteen Years

Travelers Checks



Western Riverside Council of Governments WRCOG Executive Committee

Staff Report

Subject: Policy Setting Parameters for Adding Agencies to the WRCOG Structure
Contact: Dr. Kurt Wilson, Executive Director, kwilson@wrcog.us, (951) 405-6701
Date: October 7, 2024

Recommended Action(s):

1. Adopt Resolution Number 28-24, a Resolution of the Executive Committee of the Western Riverside Council of Governments adopting a policy statement for consideration of new voting representatives.

Summary:

This item is being presented for discussion of language regarding the WRCOG governance structure.

Purpose / WRCOG 2022-2027 Strategic Plan Goal:

The purpose of this item is to consider a policy for adding agencies to the WRCOG structure. This item aligns with WRCOG's 2022-2027 Strategic Plan Goal #4 (Communicate proactively about the role and activities of the Council of Governments).

Discussion:

Background

Periodically, other public agencies from within WRCOG's subregion have inquired about their ability to join WRCOG. Currently, there is no formal process for evaluating such a request. A priority of past Chair Chris Barajas was to establish a set of criteria for evaluating such requests in order to maximize the value each member provides and receives by being part of WRCOG.

A New Member Ad Hoc Committee, consisting of Executive Committee members Brian Tisdale, Brenda Dennstedt, and Jacque Casillas, was convened to examine whether, and under what circumstances, new agencies should be admitted to the WRCOG governance structure. The Ad Hoc Committee met on multiple occasions, reviewed the history of membership within WRCOG, and the status of membership for other Councils of Government. After reviewing the information and discussing the merits of new members, the Ad Hoc Committee recommended the item be brought to the Administration & Finance Committee for further discussion. The Administration & Finance Committee met on June 12, 2024, and discussed the recommendations from the Ad Hoc Committee.

Present Situation

Based on the Ad Hoc Committee discussion, the initial policy proposal was:

"WRCOG values its partnerships with public agencies throughout the region and wants to continue to strengthen those relationships in whichever way is appropriate. That generally does not include admittance of new voting members to the WRCOG governance structure unless one of two conditions is met: 1) the proposed member is a newly incorporated city within the WRCOG boundaries, or 2) there is a clear nexus between the core mission of WRCOG and the proposed agency along with a clear benefit to existing WRCOG agencies."

There was additional discussion of some sort of tiered membership level that would support continued partnerships without including voting privileges. The term Associate Member is currently used to identify cities and counties outside of the WRCOG boundary which participate in the PACE financing Program.

In addition to these Associate Members, which have minimal engagement with WRCOG committees, WRCOG currently has participation from RCTC, RTA, and March JPA on various staff-level committees.

If desired, the policy could include some other criteria for having those agencies participate solely in staff-level committees with or without voting privileges. In that case, similar criteria could be applied on a more focused scale. A special district with a scope that only overlaps with Public Works, for example, could be considered for some level of inclusion only with the Public Works Committee.

During discussions with the Administration & Finance Committee, the policy was slightly modify to replace the words "voting member" with "voting representative". With that change, the policy was updated to read:

"WRCOG values its partnerships with public agencies throughout the region and wants to continue to strengthen those relationships in whichever way is appropriate. That generally does not include admittance of new voting representatives to the WRCOG governance structure unless one of two conditions is met: 1) the proposed member is a newly incorporated city within the WRCOG boundaries, or 2) there is a clear nexus between the core mission of WRCOG and the proposed agency along with a clear benefit to existing WRCOG agencies."

Based on discussion with WRCOG legal counsel, it was determined that the most appropriate mechanism to implement this policy with this language is to adopt a resolution, which is typical for many WRCOG policies. The proposed resolution incorporating the language above is attached to this staff report and the Executive Committee will be asked to adopt the resolution.

Prior Action(s):

August 14, 2024: The Administration & Finance Committee recommended that the Executive Committee adopt a policy that states "WRCOG values its partnerships with public agencies throughout the region and wants to continue to strengthen those relationships in whichever way is appropriate. That generally does not include admittance of new voting representatives to the WRCOG governance structure unless one of two conditions is met: 1) the proposed member is a newly incorporated city within the WRCOG boundaries, or 2) there is a clear nexus between the core mission of WRCOG and the proposed agency along with a clear benefit to existing WRCOG agencies."

June 12, 2024: The Administration & Finance Committee discussed and requested language be brought back for review.

Financial Summary:

Adopting this policy has no direct fiscal impact on WRCOG. A fiscal impact resulting from this new policy would only occur if an agency were to be added to WRCOG, which might increase the amount of revenue generated through the annual assessment on member dues.

Attachment(s):

[Attachment 1 - June 2024 A&F Discussion Regarding Criteria for Adding Additional Agencies to WRCOG.pdf](#)

[Attachment 2 - Resolution Number 28-24 Approving Policy for Admitting New Voting Representatives](#)

Attachment

June 2024 A&F Discussion
Regarding Criteria for Adding
Additional Agencies to WRCOG



Western Riverside Council of Governments Administration & Finance Committee

Staff Report

Subject: Discussion Regarding Criteria for Adding Additional Agencies to WRCOG
Contact: Dr. Kurt Wilson, Executive Director, kwilson@wrcog.us, (951) 405-6701
Date: June 12, 2024

Recommended Action(s):

1. Discuss whether or not new agencies should be included in the WRCOG Governance structure and provide direction to the Executive Director related to any criteria or process desired to carry out the Committee's policy decision.

Summary:

This item is intended to facilitate a discussion about the WRCOG governance structure and whether or not additional agencies should be included.

Purpose / WRCOG 2022-2027 Strategic Plan Goal:

The purpose of this item is to discuss the potential of adding other agencies to WRCOG. This item aligns with WRCOG's 2022-2027 Strategic Plan Goal #4 (Communicate proactively about the role and activities of the Council of Governments).

Discussion:

Background

Periodically, other public agencies from within our subregion have inquired about their ability to join WRCOG. Currently, there is no formal process for evaluating such a request. A priority of Chair Barajas was to establish a set of criteria for evaluating such requests in order to maximize the value each member provides and receives by being part of WRCOG.

Present Situation

Chair Barajas established an Ad Hoc Committee consisting of Brian Tisdale, Brenda Dennstedt, and Jacque Casillas. The Ad Hoc Committee met on multiple occasions, reviewed the history of membership within WRCOG and the status of membership for other Councils of Government. After reviewing the information and discussing the merits of new members, the Ad Hoc Committee recommended the item be brought to the A&F Committee for further discussion.

If a recommendation emerges from this Committee, it would be forwarded to the Executive Committee for final approval. Depending on the nature of any recommendation, an additional step would be a legal analysis to determine the conformity with any applicable laws or procedures including the WRCOG JPA and Bylaws.

Prior Action(s):

None.

Financial Summary:

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

Attachment(s):

None.

Attachment

WRCOG Resolution Number 28-04;
A Resolution of the Executive
Committee of the Western Riverside
Council of Governments adopting a
policy statement for consideration of
new voting representatives

RESOLUTION NUMBER 28-24

**A RESOLUTION OF THE EXECUTIVE COMMITTEE OF THE
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
ADOPTING A POLICY STATEMENT FOR CONSIDERATION OF
NEW VOTING REPRESENTATIVES**

WHEREAS, WRCOG has valued relationships with community stakeholders including special districts and other local governmental entities throughout the region; and

WHEREAS, from time to time, public agencies in western Riverside County which are not members of WRCOG and are not otherwise voting representatives inquire about whether they can become voting representatives of WRCOG; and

WHEREAS, there is currently no formal process for evaluating requests for voting representation; and

WHEREAS, establishing a policy for evaluating requests for voting representation will enable the Executive Committee, and existing WRCOG voting representatives, to give more clear guidance and understanding to other stakeholders who may express an interest; and

WHEREAS, the Executive Committee desires to establish clear and straightforward guiding principles for considering such a request.

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 hereby adopts the following policy statement for considering requests for voting representation:

"WRCOG values its partnerships with public agencies throughout the region and wants to continue to strengthen those relationships in whichever way is appropriate. That generally does not include admittance of new voting representatives to the WRCOG governance structure unless one of two conditions is met: 1) the proposed member is a newly incorporated city within the WRCOG boundaries, or 2) there is a clear nexus between the core mission of WRCOG and the proposed agency along with a clear benefit to existing WRCOG agencies."

Section 3. This Resolution is intended to be consistent with the Joint Powers Agreement forming WRCOG; nothing herein is intended to modify any terms or provisions of the Joint Powers Agreement.

Section 4. This Resolution does not preclude the Executive Committee, or another authorized body or official of WRCOG, from including, or establishing criteria for including, stakeholders from participating in WRCOG through other means that do not include voting rights.

PASSED AND ADOPTED at a meeting of the Executive Committee of the Western Riverside Council of Governments held on October 7, 2024.

Rita Rogers, Chair
WRCOG Executive Committee

Dr. Kurt Wilson, Secretary
WRCOG Executive Committee

Approved as to form:

Best Best & Krieger, LLP
WRCOG General Counsel

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



Western Riverside Council of Governments WRCOG Executive Committee

Staff Report

Subject: Discussion of Meeting Frequency and Practices of the Executive Committee
Contact: Dr. Kurt Wilson, Executive Director, kwilson@wrcog.us, (951) 405-6701
Date: October 7, 2024

Recommended Action(s):

1. Discuss the existing meeting frequency and practices of the Executive Committee and affirm or amend as appropriate.

Summary:

Over the course of the last year, several Committee members have inquired about various aspects of the Executive Committee meeting frequency and practices. Some have sought to increase or reduce the number of meetings or revisit the timing of those meetings. Others have sought clarification about the use of alternates or remote meeting access. Additionally, the potential of a future office relocation has raised questions about meeting space. When the time comes to consider office space needs, it is helpful to understand the size and frequency of meetings that will take place at any future WRCOG office.

Purpose / WRCOG 2022-2027 Strategic Plan Goal:

The purpose of this item is to discuss the existing meeting frequency and practices of the Executive Committee. This item aligns with WRCOG's 2022-2027 Strategic Plan Goal #4 (Communicate proactively about the role and activities of the Council of Governments).

Discussion:

Background

The Executive Committee currently meets at 2:00 p.m. at the Riverside County Administrative Center on the first Monday of most months with exceptions around holidays. In support of the long-term planning efforts of WRCOG, and to respond to inquiries received from various members, affirming or amending policies would be instructive for planning purposes.

Prior Action(s):

None.

Financial Summary:

Costs associated with either in-person or remote meetings are already included in the adopted Fiscal Year 2024/2025 Agency Budget under the General Fund (Fund 110), specifically the Administration Department.

Attachment(s):

None.