



Western Riverside Council of Governments WRCOG Executive Committee

AGENDA

**Monday, December 2, 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 Location:

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

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

[Public Zoom Link](#)

**Meeting ID: 893 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 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. SPECIAL RECOGNITION

A. Recognition of Outgoing Executive Committee Members

Requested Action(s): None.

B. Regional Food Rescue Activities and Recognition

Requested Action(s): None.

6. 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 November 4, 2024, Meeting of the Executive Committee

Requested Action(s): 1. Approve the Action Minutes from the November 4, 2024, meeting of the Executive Committee.

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. I-REN Monthly Activities Update

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

F. TUMF Program Activities Update: Approval of Two TUMF Reimbursement Agreements and One TUMF Reimbursement Agreement Amendment

Requested Action(s):

1. Authorize the Executive Director to execute a TUMF Reimbursement Agreement with the City of Hemet for the Planning Phase of the Warren Road, Road Widening Project in an amount not to exceed \$1,000,000.
2. Authorize the Executive Director to execute a TUMF Reimbursement Agreement with the City of Perris for the Construction Phase of the Ethanac Road Extension Project in an amount not to exceed \$13,898,000.
3. Authorize the Executive Director to execute a TUMF Reimbursement Agreement Amendment with the City of Banning for the PA&ED, PS&E, Construction Phase of Sun Lakes Boulevard Extension Project where the project funding will be increased by \$12,000,000 in an amount not to exceed \$13,000,000.

G. Approval of a Memorandum of Understanding between WRCOG and SCAG for the Regional Early Action Planning 2.0 Grant Subregional Partnership Program

Requested Action(s):

1. Authorize the Executive Director to execute a Memorandum of Understanding, substantially as to form, with SCAG for the Regional Early Action Planning 2.0 Subregional Partnership 2.0 Program Grant.
2. Adopt Resolution Number 31-24; A Resolution of the Executive Committee of the Western Riverside Council of Governments approving an agreement to receive funding from the Regional Early Action Planning Grant Program of 2021.

H. I-REN Activities Update: Inland Economic Growth and Opportunity Memorandum of Understanding

Requested Action(s):

1. Authorize the Executive Director to execute a Memorandum of Understanding between WRCOG and Inland Economic Growth & Opportunity in an amount not-to-exceed \$30,000 annually through December 2027.

I. I-REN Energy Fellowship Program Agreement

Requested Action(s):

1. Authorize the Executive Director to enter into an Agreement with Public Health Institute to support the I-REN Energy Fellowship and to identify, recruit, and place up to 27 Fellows within the I-REN service territory for program services years through 2027.

J. On-Call Professional Services Agreements for I-REN Education & Outreach Services

Requested Action(s):

1. Authorize the Executive Director to execute a new On-Call Professional Services Agreement between WRCOG and Burke Rix Communications to support I-REN with Education & Outreach services in an amount not-to-exceed \$250,000, for a term through December 2027.
2. Authorize the Executive Director to execute a new On-Call Professional Services Agreement between WRCOG and Chino Valley Chamber of Commerce to support I-REN with Education & Outreach services in an amount not-to-exceed \$250,000, for a term through December 2027.
3. Authorize the Executive Director to execute a new On-Call Professional Services Agreement between WRCOG and Costin Public Outreach Group, Inc., to support I-REN with Education & Outreach services in an amount not-to-exceed \$250,000, for a term through December 2027.
4. Authorize the Executive Director to execute a new On-Call Professional Services Agreement between WRCOG and CV Strategies to support I-REN with Education & Outreach services in an amount not-to-exceed \$250,000, for a term through December 2027.
5. Authorize the Executive Director to execute a new On-Call Professional Services Agreement between WRCOG and OPR Communications to support I-REN with Education & Outreach services in an amount not-to-exceed \$250,000, for a term through December 2027.

K. Letter of Support for Metropolitan Water District of Southern California's Funding Agreement for the Delta Conveyance Project

Requested Action(s):

1. Approve the attached letter of support for Metropolitan's funding agreement with the California Department of Water Resources and authorize its submission.

L. Climate Action Plan for Transportation Infrastructure Public Comment Period and Proposed Comment Letter

Requested Action(s):

1. Authorize the Executive Director to submit a comment letter to the California State Transportation Agency regarding the update of the Climate Action Plan for Transportation Infrastructure.

7. 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. Amending the Administration Agreement for the Greenworks Commercial PACE Program, Increasing Maximum Bond Authorization for the Program, and Making Certain Required Disclosures

Requested Action(s):

1. Adopt Resolution Number 30-24; A Resolution of the Executive Committee of the Western Riverside Council

of Governments approving the form of a Second Amendment to the Administration Agreement for Greenworks Commercial PACE Program, increasing the maximum bonded indebtedness for such Program and approving other actions in connection thereto.

B. Discussion Regarding Potential Impacts of Local Elections

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

8. REPORT FROM THE TECHNICAL ADVISORY COMMITTEE CHAIR

Clara Miramontes, City of Jurupa Valley

9. 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

10. REPORT FROM THE EXECUTIVE COMMITTEE CHAIR

Rita Rogers, City of Perris

11. REPORT FROM THE EXECUTIVE DIRECTOR

Dr. Kurt Wilson

Access the report [here](#).

12. ITEMS FOR FUTURE AGENDAS

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

13. GENERAL ANNOUNCEMENTS

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

14. NEXT MEETING

The next Executive Committee meeting is scheduled for Monday, February 3, 2025, at 2:00 p.m., in the County of Riverside Administrative Center, 4080 Lemon Street, 1st Floor, Board Chambers, Riverside.

15. ADJOURNMENT

16. CLOSED SESSION

CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Property: APN # 210081002

Agency negotiator: Executive Director

Negotiating parties: Lee & Associates

Under negotiation: Price and Terms of payment



Western Riverside Council of Governments WRCOG Executive Committee

Staff Report

Subject: Recognition of Outgoing Executive Committee Members
Contact: Dr. Kurt Wilson, Executive Director, kwilson@wrcog.us, (951) 405-6701
Date: December 2, 2024

Recommended Action(s):

None.

Summary:

In keeping with our traditional practices, WRCOG recognizes outgoing Executive Committee members for their service to the Agency.

Purpose / WRCOG 2022-2027 Strategic Plan Goal:

The purpose of this item is to recognize outgoing Executive Committee members. This practice is consistent with WRCOG's 2022-2027 Strategic Plan Goal #4 (Communicate Proactively about the roles and activities of the Council of Governments).

Discussion:

This item is reserved for a presentation from Dr. Kurt Wilson to recognize and acknowledge outgoing Executive Committee members and thank them for their contribution to the organization.

Prior Action(s):

None.

Financial Summary:

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

Attachment(s):

None.



Western Riverside Council of Governments

WRCOG Executive Committee

Staff Report

Subject: Regional Food Rescue Activities and Recognition
Contact: Olivia Sanchez, Program Manager, osanchez@wrcog.us, (951) 405-6721
Date: December 2, 2024

Recommended Action(s):

None.

Summary:

The WRCOG Food Rescue Program was honored with a Public Relations Society of America Inland Empire (PRSAIE) award, recognizing its exceptional communication and outreach efforts in the category of Environmental Sustainability Communications.

Purpose / WRCOG 2022-2027 Strategic Plan Goal:

The purpose of this item is to provide an overview of the Environmental Department Programs. This effort aligns with WRCOG's 2022-2027 Strategic Plan Goal #6 (Develop and implement programs that support resilience for our region) and sub-goal #6.3 (Continuing to support the Solid Waste and Recycling Program).

Discussion:

Background

Senate Bill (SB) 1383 mandates a 50% reduction in organic waste disposal from 2014 levels by the year 2020 and a 75% reduction by the year 2025 in California, as well as recovering 20% of edible food for human consumption by the year 2025. WRCOG, in collaboration with MSW Consultants, developed a regional food recovery program involving multiple cities to comply with these requirements. Site visits and inspections were conducted as part of the program, resulting in food donations. Moving forward, cities must enforce program requirements and penalties, with annual inspections and ongoing education, to ensure continued compliance with SB 1383.

SB 1383, also known as the Short-Lived Climate Pollutants (SLCP) Reduction Act, was enacted in California to address the significant impact of short-lived climate pollutants on global warming and public health. Local jurisdictions are responsible for implementing programs to achieve these goals, including providing organic waste collection services, education, and outreach. The regulation also emphasizes the importance of infrastructure development for composting and anaerobic digestion. Compliance with

SB 1383 is crucial for meeting California's broader climate change and waste management objectives.

The WRCOG Regional Food Rescue Program was developed and implemented to assist member agencies in complying with SB 1383 edible food recovery requirements. This Program aims to educate commercial edible food generators (CEFGs) about their food donation obligations, increase access to food recovery organizations (FROs), monitor compliance, and identify gaps in food recovery capacity.

The Program includes five participating cities: Jurupa Valley, Moreno Valley, Murrieta, Perris, and San Jacinto. The team leading this effort includes WRCOG staff, MSW Consultants, DeGrave Communications, and Mariposa Eco Consulting. The online platform and database Careit were utilized to memorialize the rescue efforts, tonnages of food donations, and record inspections for both the CEFGs and the FROs.

DeGrave Communications led a multi-lingual public outreach and education campaign, producing various materials such as flyers, newsletters, social media posts, and a communication plan tailored for each city. A virtual workshop was conducted to train FROs on SB 1383 requirements. The workshop recording and outreach materials were widely disseminated to ensure broad participation and compliance.

The inspection program, developed with detailed written procedures, focused on educating CEFGs and FROs and establishing a compliance baseline. Inspections were conducted in 2023/2024, with CEFGs automatically onboarded onto Careit during visits. FROs were verified and trained on the platform, ensuring all food recovery entities were prepared to meet SB 1383 requirements. In 2023/24, the team conducted 17 site visits of FROs, and 149 inspections of CEFGs.

The Program has successfully increased food donations and the pounds of food recovered through Careit. In the 2023/2024, 2,084 tons of food have been recovered from donations. Staff efforts have laid the groundwork for a robust food recovery program, enabling participating cities to meet SB 1383 requirements effectively.

Present Situation

The WRCOG Food Rescue Program was honored with a Public Relations Society of America Inland Empire (PRSAIE) award, recognizing its exceptional communication and outreach efforts in the category of Environmental Sustainability Communications. Programs that enhance an organization's reputation and demonstrate a business approach to initiatives that positively impact the environment. This award highlights the program's success in raising awareness about food recovery, reducing food waste, and fostering community partnerships. The accolade underscores WRCOG's commitment to innovative solutions that benefit both the environment and local communities. Staff accepted this award on November 8, 2024 in Riverside.

Prior Action(s):

None.

Financial Summary:

Activities related to SB 1383 are included in the Agency's adopted budget for Fiscal Year 2024/2025

under the Solid Waste Fund (130).

Attachment(s):

None.

WRCOG Executive Committee

Action Minutes

1. CALL TO ORDER

The meeting of the WRCOG Executive Committee was called to order by Chair Rita Rogers at 2:01 p.m. on November 4, 2024, at the Riverside County 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 Jurupa Valley - Chris Barajas
- 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 Stewart
- City of Wildomar - Joseph Morabito
- County, District 2 - Karen Spiegel
- County, District 3 - Chuck Washington
- Eastern Municipal Water District (EMWD) - Phil Paule
- Western Water - Brenda Dennstedt

Absent:

- County of Riverside, District 1
- County of Riverside, District 5
- Riverside Co. Superintendent of Schools

4. PUBLIC COMMENTS

Ivette Macias from SCAG reported that the SCAG Regional Council will meet this Thursday to review and approve 17 project nominations for the Trade Corridor Enhancement Project. The nominations list includes projects in Riverside County, including the Pennsylvania Avenue grade separation project in the City of Beaumont, and improvements to the SR-60 World Logistics Center Parkway Interchange in the City of Moreno Valley. There will also be a presentation regarding how SCAG's Housing Program accelerates housing production through technical assistance and funding programs. Interested members may tune in on the SCAG website. SCAG recently negotiated an administrative extension for REAP 2.0, which gives grantees an additional seven months to expend grant resources. The new expenditure deadline is June 30, 2026.

5. CONSENT CALENDAR

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

A. Action Minutes from the October 7, 2024, Meeting of the Executive Committee

Action:

1. Approved the Action Minutes from the October 7, 2024, meeting of the Executive Committee.

B. Fiscal Activities Update

Action:

1. Received and filed.

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. I-REN Monthly Activities Update

Action:

1. Received and filed.

F. TUMF Program Activities Update: Approval of Two TUMF Reimbursement Agreement Amendments

Actions:

1. Authorized the Executive Director to execute a first TUMF Reimbursement Agreement Amendment with the City of Wildomar for the Planning Phase of the Bundy Canyon Road & I-15 Interchange Improvements in an amount not to exceed \$1,500,000.
2. Authorized the Executive Director to execute a first TUMF Reimbursement Agreement Amendment with the City of Wildomar for the Planning Phase of the Wildomar Trail & I-15 Interchange Improvements in an amount not to exceed \$1,500,000.

6. REPORTS / DISCUSSION**A. Energy Resilience Plan 2.0 Activities Update****Action:**

1. Received and filed.

B. Approval of a Memorandum of Understanding between WRCOG and the Riverside County Transportation Commission for the SR-79 Realignment Project

RESULT:	APPROVED AS RECOMMENDED
MOVER:	San Jacinto
SECONDER:	District 3
AYES:	Banning, Beaumont, Calimesa, Canyon Lake, Corona, Eastvale, Hemet, Jurupa Valley, Lake Elsinore, Menifee, Moreno Valley, Murrieta, Norco, Perris, Riverside, San Jacinto, Temecula, Wildomar, District 2, District 3 (the water districts do not vote on TUMF matters)

Action:

1. Authorized the Executive Director to execute a Memorandum of Understanding between WRCOG and the Riverside County Transportation Commission regarding funding for the SR-79 Realignment Project with a maximum funding level of \$35,000,000.

C. Discuss and Affirm of Amend Meeting Parameters such as In-Person vs. Hybrid Meeting Requirements, Meeting Frequency, and Meeting Stipends

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

Action:

1. Affirmed the current meeting frequency and hybrid meeting requirements, and asked staff to return to this item at a future meeting to discuss meeting stipends and mileage reimbursements.

7. REPORT FROM THE TECHNICAL ADVISORY COMMITTEE (TAC) CHAIR

TAC Chair Clara Miramontes had nothing to report.

8. REPORT FROM COMMITTEE REPRESENTATIVES

Committee representatives had nothing to report.

9. REPORT FROM THE EXECUTIVE COMMITTEE CHAIR

Chair Rogers wished her colleagues the best of luck and success for reelection, and wished a happy Veteran's Day to all Committee members who served.

10. REPORT FROM THE EXECUTIVE DIRECTOR

Dr. Kurt Wilson wished the Committee a happy Thanksgiving. The Advocacy Ad Hoc Committee will be representing the subregion with State Legislature, and encouraged Committee members to reach out to Bonnie Woodrome with any priorities for their agency, for consideration by the Advocacy Ad Hoc Committee. In preparation for the 2025 General Assembly, Dr. Wilson asked any veterans / service members to let any member of staff know that they have served. The Strategic Planning Session will take place on January 10, 2025, hosted by Western Water. The annual survey will be sent out in early December, to be reviewed at the Strategic Planning Session. WRCOG's Open House will take place on December 11, 2024, from 11:30 a.m. to 1:30 p.m. A workshop for the Affordable Housing Sustainable Communities Grant will take place in Moreno Valley. Finally, the next round of the Fellowship Program has begun; Dr. Wilson introduced Tyler Clinscales, who is halfway through a Masters Program specializing in Artificial Intelligence.

11. ITEMS FOR FUTURE AGENDAS

There were no items for future agendas.

12. GENERAL ANNOUNCEMENTS

Committee member Chuck Conder announced that the Inland Empire Forum on Homelessness will take place on Monday, November 18, 2024, from 8:30 a.m. to 4:00 p.m., and encouraged Mayors and City Managers to attend.

Committee member Christian Dinco announced that a street in the City of Norco in the downtown area has been dedicated to the late Mayor Ike Bootsma. Mr. Bootsma had a big heart, made a great Santa Clause, and was a big leader who helped the City of Norco incorporate, and helped the community in many ways.

13. NEXT MEETING

The next Executive Committee meeting is scheduled for Monday, December 2, 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 3:11 p.m. in memory of John Gray.



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: December 2, 2024

Recommended Action(s):

1. Receive and file.
-

Summary:

The Finance Department is undergoing its annual audit as required by government standards, focusing on ensuring accurate and transparent financial reporting. Auditors are reviewing the Department's internal controls, compliance with financial policies, and accuracy of reported transactions. This audit is essential for validating the integrity of the department's financial management and identifying areas for improvement.

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 Audit: WRCOG staff have closed the books for Fiscal Year 2023/2024, with the audit process beginning in October. Staff anticipate completing the audit by December and are also preparing the Agency's Annual Comprehensive Financial Report (ACFR). The ACFR provides a

comprehensive overview of the government's financial condition and involves consolidating financial data, preparing disclosures, and ensuring compliance with standards set by the Governmental Accounting Standards Board (GASB) and the Government Finance Officers Association (GFOA).

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: December 2, 2024

Recommended Action(s):

1. Receive and file.
-

Summary:

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

- November 4, 2024: Executive Committee
- November 20, 2024: Solid Waste Committee
- November 21, 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 Updates November 2024](#)



Western Riverside Council of Governments Executive Committee Meeting Recap November 4, 2024

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

Agenda Packet: <https://wrcog.us/DocumentCenter/View/10433/EC-1124-AP>

PowerPoint Presentation: <https://wrcog.us/DocumentCenter/View/10436/Exec-PPT-1124>

Energy Resilience Plan 2.0 Activities Update

- Staff have received 94 candidate sites from member agencies for the microgrid or community resilience center feasibility studies and will be working with member agencies to collect site-specific information and finalize the site selection for the studies.
- In August 2024, staff held a workshop where 11 member agencies participated and found four key findings including member agencies are experiencing power outages at their sites and member agencies are interested in pursuing backup power options for their facilities.
- Staff will be releasing an RFP seeking a consultant to conduct the feasibility studies and will return to the Executive Committee for award of a contract at a future meeting. Staff will assist member agencies with community workshops for sites that are undergoing a resilience center feasibility study.

Approval of a Memorandum of Understanding between WRCOG and the Riverside County Transportation Commission for the SR-79 Realignment Project

- A Memorandum of Understanding (MOU) between WRCOG and RCTC was presented, which would provide funds for the realignment of SR-79.
- The agreement allows WRCOG to provide funds from the Hemet/San Jacinto Zone for the initial phase of this work. Members of the Hemet/San Jacinto Zone previously approved this allocation in 2023 and 2024.
- The Executive Committee authorized the Executive Director to execute the MOU between WRCOG and RCTC.

Discuss and Affirm or Amend Meeting Parameters such as In-Person vs. Hybrid Meeting Requirements, Meeting Frequency, and Meeting Stipends

- The topic of meeting parameters for the Executive Committee was discussed.
- The Executive Committee directed the Executive Director to maintain the current policy regarding remote meeting participation, subject to current Brown Act requirements.
- The Executive Committee also directed the Executive Director to bring an agenda item regarding meeting stipends to a future Executive Committee meeting.

Next Meeting

The next Executive Committee meeting is scheduled for Monday, December 2, 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 Solid Waste Committee Meeting Recap November 20, 2024

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

Agenda Packet: <https://wrcog.us/DocumentCenter/View/10444/SWC-AP-1124>

PowerPoint Presentation: <https://wrcog.us/DocumentCenter/View/10444/SWC-AP-1124>

Legislative Activities Update

- CPSC provided an overview of sponsored legislation that focused on EPR related to Solar Panels, Textiles, and propane tanks.
- CPSC provides education and resources to members of the organization; there are currently no member cities in Riverside County.
- CPSC will be rewriting the solar panel bill for January inclusion in the next legislative session.

Organic Waste Contamination

- This presentation focused on contaminants such as plastics, glass, and other non-organic materials that can pollute organic waste.
- SB 1383, SB 54 and SB 343 are examples of legislation that can either reduce or mitigate contamination.
- SWC voted on approving a contamination outreach plan for WRCOG to implement.

Solid Waste Committee Meeting Frequency

- The pros and cons of increasing SWC meeting frequency was presented.
- While several members of the committee could see the benefit of meeting more frequently, the motion to do so was not made.
- A motion was made for SWC to develop a monthly newsletter that provides information on solid waste / recycling to the committee and an outline to be presented at the next SWC meeting in February.

CalRecycle Activities Update

- CalRecycle provided information on the Collection section of the EAR and noted how there is a concern with misinformation being entered. They explained the correct information that it should contain.
- CalRecycle provided updates to next workshops and available funding.

Next Meeting

The next Solid Waste Committee meeting is scheduled for Wednesday, February 19, 2025, at 1:00 p.m., in WRCOG's office at 3390 University Avenue, Suite 200, Riverside.



Western Riverside Council of Governments Technical Advisory Committee Meeting Recap November 21, 2024

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

Agenda Packet: <https://wrcog.us/DocumentCenter/View/10132/tac011824ap>

PowerPoint Presentation: <https://wrcog.us/DocumentCenter/View/10447/TAC-1124-PPT>

Energy Resilience Plan 2.0 Activities Update

- Staff have received 94 candidate sites from member agencies for the microgrid or community resilience center feasibility studies and will be working with member agencies to collect site-specific information and finalize the site selection for the studies.
- In August 2024, staff held a workshop where 11 member agencies participated and identified four key findings including member agencies are experiencing power outages at their sites and member agencies are interested in pursuing backup power options for their facilities.
- Staff have released an RFP seeking a consultant to conduct the feasibility studies and will return to the Executive Committee for award of a contract at a future meeting. Staff will coordinate with member agencies on required community workshops for sites that are selected for a resilience center feasibility study.

Emerging Mobility Innovations

- WRCOG has been working with engineering and planning firm, Mark Thomas, to prepare a memorandum on emerging mobility options. This memorandum evaluates the impacts of changing demographics, travel patterns, and access to these new mobility options to outline strategies to support their growth and increased use in the WRCOG subregion.
- The emerging mobility options analyzed as part of this memo were micromobility, e-bikes, golf carts, and low-speed NEVs that can serve local transportation trips and accommodate an expanded reach of daily household transportation needs.

The Use of Artificial Intelligence in Local Government: City of Corona Case Study

- AI represents both a significant opportunity and challenge for local governments. It has the potential to streamline operations and create significant efficiencies but has potential downsides as well.
- Chris McMasters, Chief Information Officer from the City of Corona, presented on the City's experience in implementing various strategies and tools related to AI in city departments, such as planning, public safety, traffic and utilities, as well as assisting with the City's asset management. The presentation also provided the applicability to WRCOG member agencies.

Update on Climate Action Plan for Transportation Infrastructure (CAPTI)

- The California State Transportation Agency (CalSTA) recently published proposed updates to their CAPTI. This document is a policy directing California actions and funding decisions regarding transportation projects and programs.
- The proposed updates will further prioritize state funding for public and active transportation projects and disincentivize highway and roadway improvements.

- Aaron Hake, Riverside County Transportation Commission Executive Director, provided an update on CAPTI and suggested outreach activities by WRCOG member agencies, including providing public comments to CalSTA.

Next Meeting

The next Technical Advisory Committee meeting is scheduled for Thursday, January 16, 2025, 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: December 2, 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 November 15, 2024. Below are the agenda highlights:

1. Strategic Priorities for 2025.
2. Board Governance Discussion.
3. SB 375 Policy Discussion Update.
4. Legislation: Sponsorship of Two RHNA Bill Ideas.
5. Legislation: Support SB 1 Eligibility.
6. Procurement Manual.
7. Check, Cash, and Payment Management Policy.
8. Authorization to Seek Line of Credit.
9. Authorization of Executive Signature Authority.
10. Executive Director Performance Review Results; Contract.

11. Election of New Officers.

The next CALCOG Board of Directors meeting will be held at the Regional Leadership Forum scheduled for March 5 - 7, 2025.

SANDAG Borders Committee (Crystal Ruiz)

The SANDAG Borders Committee met on November 22, 2024. Below are the agenda highlights:

1. Indian Energy Zero Emissions Vehicle Ring.
2. Border Climate Adaptation and Environmental Justice Plan.
3. San Ysidro Mobility Hub and Blue Line Transit-Oriented Development Project Updates.

The next SANDAG Borders Committee meeting is scheduled for January 2, 2025.

SAWPA OWOW Steering Committee (Wes Speake)

The SAWPA OWOW Steering Committee met on November 21, 2024. Below are the agenda highlights:

1. Amendment to the OWOW Steering Committee Governance Document - Appointment of Alternate Representatives.
2. Proposition 1 Round 1 Project Highlight: Santa Ana Mountains Watershed Protection Project.
3. Quarterly Meeting Schedule for the OWOW Steering Committee.
4. Santa Ana River Watershed Cloud Seeding Pilot Program: Year 2 Operations.
5. Arundo Donax Removal in the Santa Ana River Basin Headwaters Project Overview.

The next SAWPA OWOW Steering Committee meeting is scheduled for February 27, 2025.

Prior Action(s):

None.

Financial Summary:

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

Attachment(s):

[Attachment 1 - CALCOG agenda 111224](#)

[Attachment 2 - SANDAG Borders Committee agenda 112224](#)

[Attachment 3 - SAWPA OWOW Steering Committee agenda 112124](#)



California Association of
Councils of Governments

BOARD OF DIRECTORS MEETING AGENDA

California Association of Councils of Governments

1415 L Street, Suite 300
Sacramento, CA 95814

(916) 436-0040

BOARD OFFICERS

President: Robert Poythress
Madera County Transportation Commission

First Vice President: Britt Huff
South Bay Cities Council of Governments

Second Vice President: Jan Harnik
Coachella Valley Ass'n of Governments

Past President: Brian Tisdale
Western Riverside Council of Governments

November 15, 2024
8:30 am to 2:30 pm

CALTRANS MEETING ROOM

1120 N Street
Sacramento, CA 95814

SITE NOTES

This will be an in-person meeting. The room is just down the stairs from the front entrance of the Caltrans building (on the right). You may have to check in with security. CALCOG staff will be there to guide you. For questions, contact Natalie Zoma at nzoma@calcog.org or (916) 270-7264.

BOARD MEETING AGENDA

STRATEGIC PRIORITY DISCUSSION				
8:30 am		Welcome, Introductions		
8:40 am	1	Strategic Priorities for 2025 (Framework Discussion).	Discussion	5
11:30 am	2	Board Governance Discussion (Discussion)	Discussion	7
BUSINESS MEETING				
1:00 pm		CALL TO ORDER of Business Meeting		
1:02 pm	3	Approval of the Minutes	Action	10
1:05 pm	4	Executive Director Report	Information	12
1:10 pm	5	SB 375 Policy Discussion Update.	Discussion	14
1:25 pm	6	Legislation: Sponsorship of Two RHNA Bill Ideas. An update related to challenges of implementing SB 375.	Action	20
1:40 pm	7	Legislation: Support SB 1 Eligibility. Staff seeks authorization to support an SB 1/SB 375 eligibility issue.	Action	29
1:50 pm	8	Procurement Manual. Policies to accord with contract requirements related to grant funded programs.	Action	32
1:55 pm	9	Check, Cash, and Payment Management Policy. Staff seeks to confirm existing practices with a policy.	Action	34
2:00 pm	10	Authorization to Seek Line of Credit. Needed due to increased reliance on reimbursement revenue	Action	36
2:05 pm	11	Authorization of Executive Signature Authority. A delegation of authority to sign checks and contracts.	Action	37
2:10 pm	12	Executive Director Performance Review Results; Contract. President will summarize the results of the review and the Committee's recommendation to renew.	Action	38
2:25 pm	13	Election of New Officers. Report from the Nominations Committee recommending a new slate of officers	Action	44
2:30 pm	14	Announcements & Adjourn		

i

CALCOG CALENAR

INFORMATION



January 29: (1:00 pm to 3:00 pm) **COG Directors (CDAC) Policy Update.** (Legislative & Administrative). **In Person (Sacramento) & Virtual**

March 5 - 7: Regional Leadership Forum. **In Person,** Sacramento.

March 7: (2:00 pm to 3:30 pm) **Board Meeting.** **In Person,** Sacramento.
(4:00 pm to 6:30 pm) **CARL Cohort graduating and Regional Excellence Awards ceremony** (Sacramento). **In Person.**

April 11: (2:00 pm to 4:00 pm) **COG Directors (CDAC) Policy Update.** (Legislative & Administrative). **Virtual**

April 30: (2:00 pm to 4:00 pm) **Board Meeting.** **Virtual**

June 9: (Tentative**: 10:00 am to 4:00 pm) **Legislative Day & Board Meeting, In Person.** (Includes Meetings with State Agency Leaders; key Legislators) **CDAC and Board.**

June 23: (10:00 am to 12:00 pm) **Short Business Meeting to Adopt Budget** (HOLD: if needed). **Virtual**

August 1: (10:00 am to 12:00 pm) **COG Directors Group (CDAC)** (Late Leg. Session Check-in). **Virtual**

August 18: (1:00 pm to 3:00 pm) **Board Meeting.** Hold: Late Session Policy Meeting (if needed). **Virtual**

September 29: (2:00 to 3:30 pm). **Board Update Briefing** (HOLD: if needed). **Virtual**

October 9: (10:00 am to 12:00 pm). **COG Directors Group (CDAC)** Update Briefing. **In Person & Virtual,** Sacramento

November 7: Fall Board Meeting. **In Person** (TBD). Dinner on the 6th (5:30 pm to 8:30 pm) & Fall Board Meeting on the 7th, (8:30 am to 2:00 pm)

December 11: (10:00 am to 2:00 pm). **Annual RTPA Leg Staff Mtg.** **In Person & Virtual,** Sacramento

ii

Board 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 Gov'ts
- **Second Vice President, Jan Harnik**, Council Member, Palm Desert, Coachella Valley Association of Gov'ts
- **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. Sperring**, Solano County, 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
- **Chris Rogers**, 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, City of Woodlake, Tulare County Association of Governments
- **Mike Johnson**, Councilmember, City of Ventura, Ventura County Transportation Commission

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

iii

CALCOG Rules of Order for Meetings

Brown Act Light. CALCOG is a nonprofit social welfare entity organized under California law. We are not a public agency. Accordingly, though we typically apply procedures that are common for local government meetings, we are not required to operate that way.

Roll Call. We often take roll as board members enter the room or sign in online. Staff will announce whether there is a quorum.

Quorum. A requires that a majority of active directors be present. Once established, the meeting can proceed even if a number of members leave. A public agency member is deemed to have an active director when it has been represented at a board meeting within the last twelve months (including the current meeting).

Short-of-Quorum Procedure. If we fail to have a quorum but have at least 10 members present at a regularly scheduled meeting, the board can proceed as an advisory body. Actions that are passed will be sent electronically to all other board members. When total affirmative responses from present and non-present members equals two thirds or more of all active members, the action will be affirmed.

Two Thirds Vote Requirement. Our bylaws emphasize consensus. The Board adopted a two-thirds majority requirement to assure that there is a high level of consensus when we take action.

Member Staff Participation. Our board meetings are often attended by member agency staff. They often make contributions during discussion. We benefit from their expertise and experience. We generally welcome such input. The President has discretion to limit discussion to board members at any point.

Roberts Rules of Order. We follow Robert Rules of Order. Pragmatically. If we are ever getting to a point that we are arguing details in procedure, the issue probably lacks the two-thirds majority needed to pass it in the first place.

For Virtual Meetings. We ask that Board members keep their cameras on and that anyone in attendance who is not on the board or currently speaking turn their camera off.

Virtual Meeting Consensus Vote Procedure. If President judges that there is broad concurrence on an item, in lieu of a roll call or voice vote, the chair may simply if there is any opposition or abstentions. The chair will then wait for an a few seconds to allow people to respond. If there is no response, the President may declare a unanimous vote. If a small number of nays and abstentions is registered, the President can declare a majority vote. If there are more than a few, or if any board member calls for it, we will take a roll call vote.

1

Strategic Priority Discussion Framework



Confirm Objective: To prioritize one to three initiatives for the upcoming year that align with our principles and best serve the needs of our members. The priorities may be policy based (e.g., advocate for more funding) or organizational based (e.g., authorize staff to engage in new activity). Or something else. Some consideration should be given to what kind of resources will be necessary to achieve the priorities. By engaging the executive board and the staff that is present in a consensus-based process, we aim to establish a clear policy and organization roadmap that will focus our organization's effort for 2024.

CALCOG, Evolving. To begin, the Executive Director will provide an overview of the CALCOG work program and how it is evolving. Our budget for the current year is double over any previous year as CALCOG engages in more programs that build capacity for members (like training) and create new materials that can elevate our policy voice.

Identify the Policy Landscape. We will also discuss the status of various ideas, emerging trends, and proposals that affect the ability of our members to provide effective services for their local agency members. Board members will be asked to identify the issues that are of the highest priority or most concern for their members agencies.

Vision and Purpose Check In. What is needed for effective regional governance to flourish in California? What can be done this year? Does your answer change if you focus what is needed over the next five to ten years? What can or should we be saying that no one else is saying?

Engage in A Prioritization Exercise. Begin to develop a list of priorities and issues that can be addressed in the upcoming year. Anyone nominating a potential idea or policy should explain why the idea deserves merit. Then we can start to discuss them. Some thoughts to consider are: some ideas be accomplished by amending the Legislative Principles? Do we have the ability to effect the change identified? Do we have sufficient resources? Which ideas have the greatest benefit for our members across the state? What ideas are necessary for CALCOG to function better? What does success look like? What should staff try to achieve?

2

Governance Framework Discussion



A. SUMMARY

After discussion with the Board officers, the executive director poses the question of whether the structure of the board should be adapted to reflect the growth and evolution of the organization. The current “every member has a seat on the-board” structure dates to when our membership was less than 20. Now we are 49. The large number leads to challenges related to engagement and effectiveness of oversight. The overall objective of such a discussion would be to improve the effectiveness of the board and organization while retaining the confidence and engagement of all individual members of the organization.

There is no urgency to answer this question. And the answer may be that the current structure is the best for the organization. But such reflection often spurs quality conversations about how we can better serve our members interests, which is a healthy conversation for the board.

B. FOR DISCUSSION

This is the start of a conversation that may go into 2026. This item merely raises an issue and seeks the board’s initial reaction. More time is needed to really think about this issue. The board may want to give staff guidance as to how to advance the discussion.

C. SOME OBSERVATIONS RELATED TO GOVERNANCE

- **Small Staff-Big Board.** We currently have 7 staff and as many as 51 board members.
- **Difficult to Engage.** Staff has heard that it is difficult for new board members to engage because of the large size and limited opportunities to make contact. It is also difficult for a staff to brief such a large number of board members.
- **The Ideal Board Size (According to Experts).** Most literature suggests that the ideal board size is smaller than 15 members.
- **Dormant Executive Committee.** The bylaws provide for an Executive Committee that includes 6 seats for SCAG, SANDAG, MTC, SACOG, LA METRO and ABAG; and one seat each for the San Joaquin Valley MPOs, So-Cal commissions; Nor-Cal transportation authorities and congestion management agencies (not well defined), and COGs not identified in the other groups (also not well identified). The Executive Committee has not been convened recently for two reasons: (1) the make-up is not as representative as it used to be; and (2) technology has made teleconferencing the entire board easier.

- **League and CSAC Slots.** Although vacant right now, the bylaws permit that the League (Cal Cities) and CSAC have a voting seat on the board. In return, Cal Cities provide advisory positions on two policy committees. CSAC does not reciprocate. *The board may want to consider making the League and CSAC positions ex officio and specify that their seats are not used for establishing quorum.*
- **Other Ways.** Other public agency associations have representative boards (e.g., Cal Cities). So has SCAG and ABAG, who supplement the board with a once a year General Assembly. Thus, there are a number of ways that offer opportunities for involvement and engagement—like stronger committee structures, a general assembly, or even creating a 501c3 research foundation—that could augment a changed governance structure.
- **Transparency and Member Access.** There are also a number of strategies that could be employed to assure that all members have a voice within the organization. For example, opening discussion on agenda items to all members prior to voting would assure that all points are considered.

D. Staying True to Bylaws.

Our Bylaws are an interesting read. The first sections outline our value in being collaborative and a consensus-based organization. These values should be retained in any governance structure and should provide guidance to the board in making its decisions.

For example: In 2015, CALCOG was involved in strategy meetings in what would become SB 1. One early idea was to change the two-thirds vote requirement for transportation “self-help” sales tax measures. At the time, several members that were trying to adopt their first self-help tax. But there was disagreement about whether CALCOG should support this constitutional change. There was vigorous discussion. Staff believed that there were enough votes to support the change. But members of the perceived majority recognized that the organization lacked a strong consensus and moved to table the matter to let our individual members take up the policy debate in other venues.

E. Some (but not Exclusive) Options

- Survey members about board engagement
- Research other board structures and best practices
- Retain a board governance and operations consultant like the firm that advised MTC and ABAG on their staff merger.
- Confirm that the current board structure is working just fine
- The board may also wish to revisit the function and make-up of the Executive Committee and the role of the Cal Cities and CSAC on the board.



BUSINESS MEETING AGENDA

3

APPROVAL OF SEPTEMBER MINUTES



CALCOG Board Meeting Minutes

September 30, 2024

Virtual Meeting

1. Attendance

Attendance was taken visually as members logged into their accounts via the Zoom meeting platform: the following 26 board members attended the meeting:

- **President, Robert Poythress**, Supervisor, Madera County, Madera County Transp. Commission
- **First Vice President, Britt Huff**, Mayor, Rolling Hills Estates, South Bay Cities Council of Gov'ts
- **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
- **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
- **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
- **Tim Hepburn**, Mayor, City of La Verne, San Gabriel Valley Council of Governments
- **Dan Wright**, City of Stockton, San Joaquin Council of Governments
- **Zach Friend**, Supervisor, Santa Cruz County, Santa Cruz County Regional Transp. 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
- **Michael LeBarre**, Mayor, City of Kings City, Transportation Agency for Monterey County
- **Rudy Mendoza**, Mayor, City of Woodlake, Tulare County Association of Governments
- **Mike Johnson**, Councilmember, City of Ventura, Ventura County Transportation Commission

2. APPROVAL OF MINUTES

ACTION

The minutes of May 22, 2024. were approved. Moved by Director Mendoza; Second by Director Finlay.

3. EXECUTIVE DIRECTOR REPORT

The Executive Director reported on progress in CALCOG's work program, including the Regional Leadership Forum planned for March 5-7. He also shared that CALCOG had hired two new staff with funds from new grants and contracts. Other updates included the successful launch of the Leadership Academy's 7th cohort and outcomes from CALCOG's VMT Summer School webinar series.

4. Strategic Priority Progress Report

Staff provided updates on strategic priorities, including transportation funding alternatives to the gas tax and advocacy efforts related to RHNA reform. Recent successes that were highlighted included maintaining most REAP 2.0 funding and legislative wins on bills that would have negatively impacted member work related to RHNA and SCS development.

5. Administrative Issues That We Are Monitoring.

Staff shared that it has been tracking several regulatory and planning processes, including CARB's SCS Guidelines update and CalSTA's new CAPTI action plan. CALCOG submitted a letter to CARB to go record regarding member concerns with the SCS guidelines.

6. Legislative Look Ahead

Staff reported that it anticipates an active legislative year, particularly as it relates to RHNA and SB 375 related bills. CALCOG may consider sponsoring a bill to secure annual RHNA planning funds. Staff noted that it was finalizing a legislative report that will summarize the status of bills from the 2023/24 legislative session and the effects bills that will take effect next year.

7. CALCOG Regional Awards Program**ACTION**

Staff proposed launching a regional awards program to recognize achievements among member agencies, with awards presented at the Regional Leadership Forum. Staff recommended four categories—Eureka!, Regional Star, Poppy, and Champion for Regions—to celebrate innovation, public service, and partnership. The board approved moving forward with the regional awards program. Moved by Director Johnson; second by Director Huff.

8. Investment Policy Check In

With larger cash balances from new grants, staff reported that it has begun transferring excess funds to a high yield checking account, providing a 5% return in line with the 2013 investment policy. Staff noted that it may bring a future item on establishing a line of credit due to delays in state reimbursement processes.

9. Fall/Winter Board Meeting.

The board discussed options for rescheduling the in-person October 29 meeting, with challenges anticipated due to the proximity to the election season. Staff committed to sending a survey out to identify another date for the meeting.

10. New Officer Applications

The board sought nominations for the open Second Vice President position, with interested members asked to submit statements by October 18. The Nominating Committee, composed of past board presidents and current officers, will meet to review applications and bring a recommendation to the next board meeting.

11. Executive Director Evaluation

President Poythress updated the board on the Executive Director's evaluation process, outlining next steps and opportunities for input. He noted that a survey was sent out to members and the evaluation committee will use this information along with a self-evaluation by the executive director to complete the evaluation process.

Meeting Adjourned by President Poythress

4

Executive Directors Report



F. BACKGROUND

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

Regional Leadership Forum & Awards



- **Eureka! Award.** Recognizes projects or programs from agencies of various sizes that represent the innovation, creative leadership, and thinking that serve as examples or best practices for others to follow.
- **California Regional Star.** For individuals who have made significant contributions to regional government leadership throughout their careers.
- **Poppy Award.** Celebrates individuals or organizations who made an exceptional contribution to the field during the last year.
- **Regional Champion.** 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.

Year End Legislative Report. We will have a year-end legislative report out reviewing all the major bills this year very soon. The writing is done and its with the designer.

400 New Housing Laws Report. As part of our REAP 1 Technical Assistance Contract, we have completed drafting a revised summary of housing law that (1) provides a high level restatement of the major housing laws as they have been amended; (2) highlights the specific major amendment changes; and (3) list the 400 statutory changes to housing law since 2017, or the last seven years (which is less than one RHNA period)

Other Issues.

- Federal Reauthorization
- Staff Legislative Day: An Outlook for the Next session (December)
- Homes for the Holidays Webinar Series
- California Forward Outreach

5

SB 375 Policy Discussion Update



A. SUMMARY

The article below written for our website summarizes this issue.

B. FOR INFORMATION

This is a discussion item only.

Why Are MPOs Seeking a Pause on SB 375 Target Setting?

October 11, 2024



Recently the state's largest Metropolitan Planning Organizations (MPOs) sent a two-page letter to the California Air Resources Board (CARB). (See links below). The letter recommended that the state pause its SB 375 target setting process so that state agencies and MPOs could comprehensively evaluate how they are working together to implement SB 375. Most of the other MPOs concurred.

This is not an issue that MPOs take lightly. Developing an effective regional plan that supports federal, state, regional, and local goals is at the very core of regional governance. MPOs are proud of the work that has been accomplished under SB 375 and are ready for it to evolve to the next level to address a new generation of issues.

A Partner for State Objectives

These letters should not come as a surprise. CARB has also noted in its AB 285 and SB 150 reports that the SB 375 framework is not making the needed progress to achieve state climate goals. The MPO letters acknowledge this and add the additional issue of the relationship between greenhouse gas (GHG) reduction targets with other state goals.

Significantly, the MPOs seek to review "the best way to achieve the suite of state and regional housing, climate, and transportation-related objectives." Thus, the request is less about changing state objectives and more about finding the right implementation methods for a variety of state goals.

How the Times Have Changed

Since SB 375 was first adopted in 2008, a number of changes have taken place that directly relate to the implementation of SB 375.

- **Transition to EVs (and the Equity Issues that Arise).** When SB 375 was first implemented, nearly every car was powered by gasoline. But under current state policy, all new vehicles sold in California will be Electric Vehicles (EVs) beginning in 2035, which is coincidentally the next SB 375 target year. The best way to reduce GHGs from a fleet that is mostly EV requires a target setting approach that accounts for different fuel sources and the very real (and significant) equity issues that arise (because

the older, gasoline powered cars are most likely to be driven by lower-income households).

- **Multiple New State Goals.** Under different statutes adopted after 2008, California has codified new policies relating to housing, equity, and greenspace. But little time has been devoted to understanding how new state goals relate to the SB 375 framework. State programs do not always perfectly correlate. There are instances where there are tradeoffs. For example, the policy goal of Affirmatively Furthering Fair Housing may require planning for more housing in suburban areas of opportunity. These areas usually correlate to higher GHG emissions. But we lack a process to reconcile these objectives. A holistic evaluation of the target setting process would be more sensitive to these other state policies.
- **GHG Per Capita vs VMT Per Project.** Another development is the state's adoption of SB 743 to provide guidance on when VMT is considered a significant environmental impact under CEQA. This is another instance where a new state law is both complimentary and at odds with SB 375 implementation. A recent research paper from UCLA outlines some of the challenges of using VMT as a metric for GHG reductions. Further, the project-by-project emphasis of SB 743 undermines some of the region wide strategies embodied in the RTP/SCS.

A review of these and other changes are influencing implementation make sense. SB 375 provided an important framework for reducing GHG emissions in 2008. But it was a single-metric solution for one (very significant) problem. Continued focus on achieving a GHG target makes it difficult to balance other quality-of-life goals that the state has. These include air quality conformity, housing availability, open space conservation, economic prosperity, equity and fairness, climate resilience, mobility, VMT reduction, jobs-housing balance, and infill development.

Multiple State Objectives, One Plan

MPOs are in a unique position. They interact with CARB on target setting, the California

Transportation Commission on transportation project programming, Caltrans on the state highway system, and Department of Housing and Community Development for housing allocation and the Regional Early Action Planning grants. Each of these interactions tend to focus on the goals of that particular state entity. Sometimes a policy that is good for one is not good for another. Unfortunately, it's been difficult to have a holistic conversation about the challenges in achieving all of these objectives simultaneously.

A Holistic Conversation

The MPOs request for a comprehensive evaluation offers the opportunity to understand more about how these processes interrelate. SB 375 as it exists today provides a good foundation upon which to build. The regional transportation plans in effect today have had a tremendous positive effect on how people travel throughout the state. The challenge is to continue that work in a way that affords even better policy outcomes for other state objectives.

The Timing Might Be Right for A Pause

It's actually not a bad time to have a holistic conversation. The SB 375 targets last only to 2035. Thus, the next round of targets will have a limited time span and will be of less value. The earliest the new targets would be effective would be 2027 or 2028. (Because MPOs need the target at least two years ahead of time to develop scenarios, engage the public, incorporate RHNA, do the EIR, and adopt the final plan). That would make the target year only 8 years or less from the plan adoption. Given the longer term nature of SCS strategies, the ability for the plans to achieve reductions will be limited.

Agreed: Climate Change is an Urgent Issue

We acknowledge that some will be disappointed by the idea of a pause because climate change is such an urgent issue. We understand that point of view. The average earth temperatures are rising high enough to trigger warnings from leading science institutions. While a pause may not seem like it's helpful on the surface, the issue is also important enough to take the time to get implementation right.

Moreover, California's performance—in and by itself—is not the critical path to a sustainable climate. Many other states and countries have yet to even plan for a fraction of the GHG reductions that California has already achieved. Their poor performance does not let us off the hook. But it does underscore the value of developing well-functioning policies that can show these other state actors that there are effective ways to care for the climate while achieving other important goals.

If pausing the SB 375 target renewal process affords the opportunity to develop better policy outcomes, then allowing time for this conversation should do more good than harm.

Conclusion

The MPO request to pause SB 375 the target setting is to provide time to have a real conversation about what the state really wants from regional planning, and what regional and local agencies need to deliver

on those objectives. That is not a bad conversation to have. And the timing is right.

More Information

MPO Letters

- [Joint MTC, SACOG, SANDAG, SCAG Letter](#)
- [Joint Central Coast MPO Letter](#)
- [Joint Shasta, Butte, TRPA Letter](#)
- [San Joaquin Valley MPO Letter](#)
- [CALCOG Comment Letter on SCS Guidelines](#)

CARB Letters

- [Response Letter on the Review of SB375 Framework from CARB to Central Coast MPOs, Shasta, Butte, & TRPA](#)
- [Response Letter on the Review of SB375 Framework from CARB to MTC, SACOG, SANDAG, & SCAG](#)

Related Articles from CALCOG on SB 375 Implementation

- [An Accountability Matrix for SB 375](#). Accountability for SB 375 implementation should track with the state, regional, or local government who has the authority to implement it.
- [How the APS is Like the SCS](#). Why its wrong exclude projects under an approved APS from SB 1 funding programs.
- [SB. 375's Emissions Gap Explained](#). Describing who should be accountable for the 6% gap between the Scoping Plan target and MPO targets.
- [A VMT Reduction Recipe for CARB](#). Policy considerations CARB should take into account as it emphasizes VMT reduction within the Scoping Plan.
- [Mostly Infill with A Chance of Sprawl](#). How the RTP compares to the weather forecast



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

October 23, 2024

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Dear Executive Directors Fremier, Ajise, and Corless, and Chief Executive Officer Orso:

Thank you for your letter dated September 20, 2024, regarding the desire to holistically review the SB 375 framework. CARB agrees that SB 375 is an important foundation for planning and envisioning a future that better supports our climate goals and community needs, and we appreciate your agencies' ongoing work and collaboration with our team to help make it a success. We agree that it is of crucial importance to ensure that the strategies identified in the plans developed under SB 375 are implemented.

CARB was recently invited to participate in a dialogue between State agencies and regional metropolitan planning organizations. Our understanding is that this effort is intended to facilitate and further the dialogue you have proposed. We are committed to participating and would welcome your participation in this effort. In addition to the workgroup, we would

be happy to meet with any of your organizations or consider any data or recommendations that you may wish to provide for the target update or evaluation guidelines.

In your letter, you requested that CARB pause our current processes to update the regional greenhouse gas reduction targets and the Sustainable Communities Strategies Program and Evaluation Guidelines to allow time for such dialogue to occur. CARB values MPO input and has been inviting MPO input on the guidelines and target-setting processes since late 2023. Given the statutory requirements for target setting and the need to update the Evaluation Guidelines in time for the fifth round of sustainable communities strategies, we cannot commit to pausing the process. CARB must continue advancing our analytical staff work, support an inclusive public dialogue, and conduct an environmental review on these topics.

There is still time to shape the process, however, and we welcome any input your agencies may have. If there is a specific recommendation on how to best solicit your input, please share as we greatly value your input. Additionally, we commit to considering any input or concepts developed during the aforementioned dialogue as we undertake our work.

We look forward to continuing dialogue with your agencies about all of these important topics and doing so at a pace that will allow us to meet the requirements established by law. Thank you again for your letter. If you have any questions or would like to discuss this further, please do not hesitate to contact me or Dr. [Jennifer Gress](#), Chief of CARB's Sustainable Transportation and Communities Division.

Sincerely,



Steven S. Cliff, Ph.D., Executive Officer, California Air Resources Board

cc: Chanell Fletcher, Deputy Executive Officer - Equity, Communities & Environmental Justice, CARB
chanell.fletcher@arb.ca.gov

Jennifer Gress, Ph.D., Chief, Sustainable Transportation and Communities Division, CARB
Jennifer.Gress@arb.ca.gov

6

Sponsorship of Two RHNA Bill Ideas**A. SUMMARY**

Staff is recommending that this year CALCOG sponsor two bills that relate to the Regional Housing Needs Assessment (RHNA) process. A big reason for this focus is that we anticipate that after the publication of HCD's RHNA Reform report, entitled *California's Housing Future 2040*, a significant number of bills will be introduced to implement it. This item summarizes the report and provides two bill concepts staff recommends sponsoring.

B. STAFF RECOMMENDATION

- 1) Authorize Staff to work as a Sponsor on a RHNA Funding Bill (see Section D)
- 2) Authorize staff to work as a sponsor on a RHNA-SCS Reporting Bill (see Section E)

C. HCD RHNA REFORM REPORT

A summary of HCD's ten legislative recommendations included in their California's Housing Future 2040 report is included in Section F.

D. RHNA FUNDING CONCEPT FOR LEGISLATION

- **Problem Statement:** RHNA has never been funded. In 2004, the Cal Cities brought a claim before the Commission on State Mandates to seek reimbursement of expenses (via higher COG dues) that was denied. Since then, RHNA has become increasingly complex. Most recently, HCD published a 160-page RHNA reform report that includes a number of strategies that are likely fodder for bills this upcoming session.
- **Solution:** Given state spending on housing, the needed cost of RHNA is comparatively small. It may be as small as \$10 million statewide (we are surveying our members) every 8 years. As a result, we may be able to find funding to pay for this amount.
- **High Goal.** Ideally, it would be better to get even more funds—say \$50 million—that could be used as an ongoing REAP 1.0 program that could help our local communities create better housing elements that are in line with RTP goals. We can include this concept to start, but it may be difficult in a tight budget year.
- **Benefits.** (1) The biggest benefit would be to have a source of funding to assure that RHNA is done correctly. (2) There is also a tactical benefit given that we expect a large number of RHNA bills this year; running a bill that highlights that there is no funding for the program adds to how Legislative Committees may frame other RHNA bills that have direct costs for regions and localities.

- **Overcoming the Funding Challenge.** Funding will be a challenge. We are currently surveying our members to determine how much they need to cover costs. For the sake of argument, let's assume the number is \$20 million. Because of the rolling RHNA cycle, we do not need all that money up front. It may be possible to get \$5 million for four years. We are also working with one of our member lobbyists who has expertise in state budgets to identify potential sources for funding.

RHNA – SCS RELATIONSHIP

- **Problem Statement:** Last Session, we successfully fended off AB 1335 (Zbur), which would have required the RTP (via the SCS) to assume that all RHNA housing units get constructed during the 8 year RHNA period. This is contrary to federal guidelines that require RTP assumptions to be “reasonable” to ensure that automobile fuels budgets (used for air conformity) is as accurate. Unfortunately, HCD picked up on this bill and included this idea in their RHNA reform report. We expect legislation along these lines.
- **Solution.** Offer a bill that would be consistent with both the state RHNA objectives and federal requirements. Given that the SCS figure is a “forecast” of a likely outcome, we should be sharing that information with HCD so that they have a better idea how effective state policies are in actually producing housing. HCD currently receives annual reports from cities and counties on new housing construction, which provides a look at units that have been built in recent years past. The SCS forecast number would provide a near look at what new housing production is anticipated, giving them a look at the short term future. This bill would require MPOs to report to HCD what their projection is for the number of housing units that are being forecasted during the RHNA period.
- **Reality.** The state has a statewide goal of 2.5 million housing units. California is behind in this number. Requiring MPOs to assume those units get built is not going to make new housing units appear any faster. The MPO forecast is like a “truth meter.” MPOs should be sharing their best information with their state partners.
- **Tactics.** This is not a bill that we would introduce if we did not have to. It is just better sometimes to play offense than defense. The problem with defending against what HCD proposes is that their message sounds simple and logical (“the housing and transportation plan should use the same number”), which leaves us trying to explain why things are not so simple (“the plans are nuanced, and they serve different purposes, so that is why the numbers are different . . . *have you tuned out yet?*”).
- **Alternative.** We could just wait for the consistency bill to be introduced, and oppose it.

F. SUMMARY OF HCD'S TEN RHNA REFORM RECOMMENDATIONS

(Note that proposal 10 is the source of our proposed bill idea)

HCD's RHNA Report: Recommendations

1. Determination Stage Homelessness (AB 3093, Ward)

HCD Summary: The RHND process does not include consideration for people experiencing homelessness. Thus, the housing needs of this population are not captured.

HCD Recommendations:

- a. Create income categories for Acutely Low and Extremely Low Income Households
- b. Require COG to submit data related to how many people are experiencing homelessness in the region (HCD is supposed to provide guidance on how)
- c. Allocating the adjustment derived from this homelessness data to the lowest income category included in the determination stage (To create a more accurate understanding).

CALCOG Comments: This provision has already been implemented under AB 3093. We did not oppose; but noted that COGs do not have information to responsibly distribute ALI numbers; language was added that will require HCD to provide guidance; which should provide regions with some clarity on how to proceed. COG Fiscal Impact: Adds costs.

2. Tie the RHND More Closely to the DOF Household Projections.

HCD Summary: Current law requires HCD to base its determination of housing need on the population projections developed by COGs if the COG's projection within 1.5% of DOF. The law is silent on what projection should be used when DOF and COG projections differ.

HCD Recommendations:

- a. Change the reference from population projections to household projections and increase the 1.5% to 4.25% (Replace population projections with household projections).
- b. Remove the back-and-forth consultation process (Current law requires HCD to work with COGs when their projections differ from DOFs and then land on a projection) by requiring HCD to use the DOFs if it is larger than 4.25%.

CALCOG Comments: Focus on household projection appears favorable. Expanding the range to 4.25% is also favorable. But the elimination of the consultation seems too strong. It involves vacancy, overcrowding, and cost burden. COG Fiscal Impact: Neutral.

3. Adjust How Populations Living in Group Quarters are Treated in the Determination and Credit a Wider Range of Housing Types in APRs

HCD Summary: RHNA has traditionally been used to plan for the needs of individuals who live in housing units rather than group quarters. As a result, HCD subtracts group quarters from the population total and only gives credit in its APRs for newly constructed housing units, not group quarters.

HCD Recommendations:

- a. Amend the statute to allow jurisdictions credit for group quarters, including projects begun between the start of the projection period and the housing element deadline.

- b. Amend Gov. Code Section 65400(H)(i) to clarify that jurisdictions can report certain group quarters on the APR.

CALCOG Comments: This is more of a city/county issue. Getting credit for group quarters means that the population would be added to the RHNA. Staff speculates that the Acutely low and extremely low numbers would increase slightly, but the additional of group quarters would provide a more direct housing solution. COG Fiscal Impact: Adds costs.

4. Replace the Comparable Regions Option with a Comparison to the National Average

HCD Summary. HCD bases cost-burdened and overcrowded adjustments on the difference between the region and comparable regions in the US. COGs may determine which regions are comparable. The national average is used when COGs do not identify comparable regions.. These comparable regions and rates of cost-burdened and overcrowded households then factor into HCD's calculations of the overcrowded and cost-burdened adjustment rates. The California State Auditor stated that COGs were inconsistent because HCD did not have a formal process for reviewing Comparable Regions Analyses

HCD Recommendations:

- a. Even if HCD develops clear criteria for reviewing comparable regions, it wouldn't have much of an impact because it is difficult for regions to find comparable regions and requires significant staff time for not much of a difference in the ultimate RHNA. HCD recommends amending Gov. Code Section 65584.01 (b)(C) and (H) to remove the comparable region requirement.
- b. Replace the comparable region requirement to instead allow them to compare it to the national average to calculate cost-burdened and overcrowded adjustments.

CALCOG Comments: This would make sense assuming that there is not a big difference between comparative regions and national average. Staff needs to review and consult specifically with MTC who helped develop the comparable region language. COG Fiscal Impact: Neutral to adding costs.

5. Further and Balance the Five Statutory Objectives of RHNA

HCD Summary. Existing law requires that each COG develop a methodology for allocating the housing need among jurisdictions that furthers the five statutory objectives. HCD is able to determine if the five objectives are met, and if they find that they aren't, a COG can determine if they want to adopt the methodology without revisions.

HCD Recommendations:

- a. Amendment: if HCD finds the draft allocation methodology does not further the objectives, require a COG to develop a revised methodology in consultation with HCD within 45 days (SB 7, Blakespeare).
- b. Obtain approval from HCD that the revised methodology furthers the objectives before adopting the methodology.

CALCOG Comments: Staff is reviewing; some of this addressed in Blakespear SB 7.

6. Revise the Allocation Methodology to Increase Clarity and Improve Outcomes

HCD Summary: When developing a RHNA methodology, COGs must consider 13 factors in addition to the five statutory objectives. Jurisdictions may appeal if the COG failed to consider the information that was submitted via the survey on any of the 13 factors

HCD Recommendations:

- a. Clarify that COGs should use datasets related to the statutory objectives as source information for the methodology (Right now statute only suggests that the allocation factor survey responses be used for the methodology).
- b. Clarify COGs may consider factors listed in section 65584.04(e) when developing the methodology as long as doing so does not undermine the statutory objectives.
- c. Remove redundant factors from Section 65584.04(e).
- d. Remove factors that conflict with the statutory objectives, such as directing COGs to consider the location of subsidized units converted to market housing. Given that the affordable housing is disproportionately located in lower-income communities, allocating more lower-income RHNA to such communities counters AFFH goals.
- e. Analysis of housing opportunities and constraints should be based on a state-wide model developed by HCD. Also clarifies: (1) opportunities areas should include infill and underused lands; (2) limit affordable allocations to communities with the most at risk units to further AFFH; (3) remove direction to consider increased residential development under alternate zoning ordinances; (4) limit consideration of environmental hazards to those that cannot be mitigated or pose a severe threat of loss of life; and (5) consider concentration of hazardous pollution in DACs.

CALCOG Comments: The relationship between the factors and objectives is confusing. Thus much of this proposal makes sense. We will need to review the exact language. We anticipate some local government opposition because the factors have often been driven by local government advocacy. COG Fiscal Impact: Neutral to some savings.

7. Revise the Local Data Survey Requirements

HCD Summary: COGs are required to survey jurisdictions prior to developing a proposed methodology for allocating the regional housing needs to cities and counties. The survey must collect information regarding each of the allocation factors listed in section 65584.04(e). The COGs then use this data and information to develop its methodology.

HCD Recommendations:

- a. Remove the requirement for COGs to conduct surveys (In practice, COGs don't rely on survey data but rather large datasets).
- b. Add a requirement for COGs to share datasets they plan to use in their methodology with relevant jurisdictions (including 21 days to review).
- c. Adjust the statute to require that the proposed methodology posted on the COG's website include a discussion of significant AFFH barriers that exist at the regional level, and strategies or actions that can be used to overcome them.

CALCOG Comments: The removal of the survey requirement may make sense, but some regions also use this information to inform their RTP process. Thus, some regions could continue the practice. The 21-day review period does not raise any initial red flags for CALCOG staff, but needs to be vetted with our members. The AFFH issue is most prevalent at the local level. However, there are some policies, like displacement policies, that could improve how regions implement projects. Staff will need to review the language.

COG Fiscal Impact: Neutral – savings and new costs cancel each other out.

8. Refine the Appeals Process to Increase Clarity

HCD Summary: The appeals process begins with a 45-day period for appeals. The allowable bases for appeal include inadequately considering submitted survey information, failing to determine shares in line with the methodology developed, and significant, unforeseen changes in circumstances affecting the jurisdiction(s). HCD may also appeal an allocation. Once the appeals filing period ends, the COG or delegate subregion notifies all other local governments within the region of the appeals and makes all materials publicly available. Local governments and HCD can comment on the appeals. Within 45 days after a public hearing, the COG or delegate subregion makes a final determination on each appeal.

HCD Recommendations:

- a. Clarify that the change in circumstance appeals criteria is only applies when the change disproportionately impacts the jurisdiction that is the subject of the appeal.

CALCOG Comments: This makes sense given that appeals are handled simultaneously. Also note that the ability to appeal based on consideration of the survey information will no longer be relevant if the previous reform (# 7 above) is enacted. It could be replaced by inadequate consideration of the data sets HCD wants to use in its place.

COG Fiscal Impact: Neutral to minor cost decrease.

9. Promote Equitable Public Participation During the Allocation Methodology Development Process (SB 7, Blakespeare)

HCD Summary: Gov't Code § 65584.04(d) includes several requirements for public participation during methodology development, including a requirement that COGs make a diligent effort to achieve public participation of all economic segments and protected classes. Additionally, there are several sections of statute that require that COGs post information online, including the proposed, draft, and adopted allocation methodologies. Lastly, the statute includes several requirements for public hearings, including a public hearing on the proposed methodology and any appeals filed.

HCD Recommendations:

- a. Amend Gov Code 65584.04(d) to require that COGs also make a diligent effort to achieve the participation of households with special needs.

CALCOG Comments: CALCOG generally supports effective outreach measures. Many members are already doing these kind of strategies. COG Fiscal Impact: small cost increase; improved public outreach can be more expensive.

10. Improve RHNA and RTP/SCS Alignment:

HCD Summary: SB 375 required alignment between RHNA and RTP/SCS, but it could be further aligned. These processes differ when it comes to household growth. The RHNA captures the needs of both the projected and existing population, whereas the RTP/SCS often only captures the needs of the projected population. The two plans cover different time horizons. While the RHNA covers an eight-year planning period, the RTP/SCS usually covers a 30- to 40-year period. However, even though the RTP/SCS covers a significantly longer period, in some cases, the estimate of household growth in the RHNA exceeds the estimate of household growth in the RTP/SCS.

HCD Recommendations:

- a. Moving up the date by which the RHND must be provided by one year. (Right now they are required to provide the determination two years before the Housing Element due date). This would allow MPOs to include RHND as an input in the RTP/SCS
- b. Amend Gov. Code Section 65080(b)(2)(B)(ii) to clarify that the RTP/SCS household projection should include both the needs of the projected and existing population.
- c. Amend Gov. Code Section 65080(b)(2)(B) (vii) to clarify that the RTP/SCS forecasted growth pattern must also be consistent with RHNA, and as such, should further the five statutory objectives of RHNA. This would require that MPOs develop a forecasted development pattern that not only reduces GHG emissions but also affirmatively furthers fair housing and promotes other statutory objectives of RHNA.
- d. Amend Gov. Code Section 65584.04(m) to clarify what should occur if the RTP/SCS forecasted development pattern does not further the statutory objectives of RHNA. Current statute requires that the RHNA be consistent with the development pattern in the RTP/SCS, but it does not define what consistency means. HCD recommends clarifying that consistency means the RHNA is based on the development pattern included in the RTP/SCS, i.e., that the RTP/SCS forecasted development pattern is used as an input in the allocation formula. However, if HCD finds that the draft allocation methodology does not further the statutory objectives, the COG should revise the methodology in consultation with HCD, which may require reducing the weighting of the RTP/SCS forecasted growth pattern in the allocation formula. This amendment would retain a strong connection between the RTP/SCS and the RHNA growth patterns, while also ensuring that the COG is able to develop an allocation methodology that furthers the statutory objectives.

CALCOG Comments (We have a Lot!): Except for the first item, these proposals are either redundant or at odds with federal transportation planning requirements. Staff recommends an oppose. The problem is that this proposal does not take into account the multiple objectives that must be accounted for in the plan. The housing assumptions in an RTP are subject to federal planning requirements. Here are the key elements from SB 375 that affect this issue:

- Housing Requirements: SB 375 requires the SCS to: (i) Identify areas within the region sufficient to house all the population of the region, including all economic segments of the population, over the course of the planning period of the RTP; (ii) Identify areas within the region sufficient to house an eight-year projection of RHNA pursuant to Section 65584; and (iii) Consider the state housing goals specified in Sections 65580 and 65581.
- But Also: Federal Planning Requirements. SB 375 requires that the elements of the RTP are “subject to the requirements of Part 450 of Title 23 of, and Part 93 of Title 40 of, the Code of Federal Regulations, including the requirement to use the most recent planning assumptions” and “allow the RTP to comply with Section 176 of the federal Clean Air Act (42 U.S.C. Sec. 7506). These statutes involve having reasonable or realistic assumptions for purposes of determining compliance with the Clean Air Act.

Addressing each element of HCD’s recommendation:

a. Move up RHNA date by a year. (needs vetting, but no initial opposition).

b. RTP Forecast includes Existing and Projected Need

- The RTP/SCS already fully accounts for the RHNA, which includes future and existing need, because it incorporates all zoning (current and new) that will have to occur to get an approved housing element inventory. Thus, the land use needed to achieve the RHNA is already there. To the extent that there are any variances in a cycle where new zoning must occur to meet the RHNA, it will be updated in the next RTP-SCS just four years later (and three years after the housing element approval deadline).
- But federal law requires more. A “realistic” current planning assumptions has to judge when those parcels will actually develop for purposes of motor vehicle emissions budget. This requires an assessment of market conditions, availability of affordable housing funds, and overcoming infrastructure constraints. For example: although current RTP-SCS include the full RHNA as a land use assumption, they all generally predict that it will take longer than 8 years to build the entire RHNA. This is consistent with state numbers. Forcing a false assumption in the RTP-SCS is not going to get those units built faster.
- We note that HCD is getting independent verification that actual production is lagging the state goal. The annual production reports from cities shows that California is not on pace to achieve its 2.5 million units.
- Two reasons why the forecast must be realistic. FIRST: All investment of state and federal transportation funds must be consistent with the RTP. If the plan assumes that all units get built in 8 years, then the investments must reflect that assumption. It’s a waste of public resources to build public infrastructure for units that are yet to materialize. SECOND: there are Clean Air Act implications. The assumptions in the RTP must be “realistic” because they are used for federal conformity determinations. If the RTP states that there is more affordable infill than there actually is, the amount of air particulates will affect the state’s ability to meet federal air standards. Thus, the federal government is more likely find that the RTPs do not meet federal requirements, and they can tie up federal transportation funds.

c. Assuring that the forecasted development pattern meets RHNA's Five Objectives

- The RHNA must have already been determined to have met the five objectives in order for it to be allocated to individual agencies. Thus the RHNA itself meets this requirement.
- As we established above, the land use baseline will be incorporated into the SCS that includes the current and project parcels available for housing, updated every four years.
- But MPOs cannot assure or even forecast that the parcels themselves will develop in a way that achieves the five objectives. For example, certain areas may develop more quickly than others, which may raise additional AFFH issues. As state data shows, market rate production is outpacing affordable production. Assuming something different in the RTP will not change anything, and it will just endanger federal transportation funds.

d. Clarifying consistency

- We note that the MPO must identify areas to meet the RHNA that HCD already has the authority to assure meets the five statutory objectives.
- Again, this recommendation is conflating the requirement to identify land where housing will be built that is consistent with the five factors with the actual timing of development within those areas. MPOs do not control the timing of development.
- MPOs have to use their best judgment to run the most accurate models to produce air conformity budgets. HCD has not business changing those factors and endangering transportation funding.

7

SB 1 SCCP & TCEP Program Eligibility**A. SUMMARY**

Staff is recommending that CALCOG support legislation that will expand eligibility for two SB 1 programs that currently require the project be located in a region with an approved SCS. The bill will expand eligibility to regions that have an approved APS or Alternative Planning Strategy. The reasoning for this support is outlined in the article included in this agenda item.

B. STAFF RECOMMENDATION

Support legislation that expands SB 1 program eligibility to projects in areas that have an approved plan to achieve a Greenhouse Gas Reduction target, regardless if that approval is in an APS or SCS.

C. HCD RHNA REFORM REPORT

- **Problem Statement.** Two programs in SB 1 require the applicant to be in a region that has an approved SCS. In other words, if a region finds that achieving the SCS is not feasible, and adopts an APS, its suddenly not eligible for \$600 million in SCCP and TCEP funding a year. But this exclusion is a bit of an outlier. Other programs specifically allow for APS eligibility if the APS has been approved by CARB.
- **CARB is Not Acting on SCS Approvals.** One problem that we have identified in writing is that CARB is sitting on SCS approvals. There are several MPOs that have been waiting for almost 2 years (when the statutory time period is 60 days). Although the bill does not address this delay directly (which is an SCS Guidelines issue), the issue does underscore the volatility and subjectiveness of the implementation policies of CARB.
- **Simple language.** This is easy language to draft. Merely inserting “or an Alternative Planning Strategy” in a couple of places should do it.

C. ARTICLE

- **Read More:** See the attached article from our website (next page)

SB 375: How an APS is Like a SCS

By Bill Higgins on September 28, 2024



Here is a question for SB 375 nerds: Should a region with an approved Alternative Planning Strategy (APS) be eligible for SB 1 funding under the Solutions for Congested Corridors Program (SCCP) and Trade Corridor Enhancement Program (TCEP)?

We think yes. But current law treats an APS differently. Eligibility for SB 1 programs require an approved Sustainable Communities Strategy (SCS). It excludes regions with an approved APS. In contrast, the state's Regional Early Action Planning (REAP) program and CEQA streamlining provisions permit an approved APS. So does the Affordable Housing Sustainable Communities program.

We believe SB 1's exclusion is wrong. Here's why.

Why SB 375 Includes the APS Option

First, some background. SB 375 requires Metropolitan Planning Organizations (MPOs) to develop a Regional Transportation Plan (RTP) that includes an SCS to meet a greenhouse gas (GHG) emission reduction target set by the California Air Resources Board (CARB), but only if there is a feasible way to do so. The “feasibility” condition assures that an overly onerous state target would not interfere with federal transportation policies.

Remember, SB 375 added the GHG target to the federally-required RTP. Under federal rules, the RTP is “fiscally constrained,” meaning that all the projects in the plan must derive from funds that

are reasonably foreseeable. This means that the RTP cannot rely on unrealistic funding projections or unlikely land use outcomes.

Federal rules impose this “realism” to assure adherence to the air quality “conformity” requirement under the federal Clean Air Act. Federal reviewers will reject unreasonable or realistic assumptions in the RTP, which endangers federal transportation funds. The reasoning is that allowing unrealistic assumptions would allow MPOs to take credit for air quality improvements that are unlikely to happen. That is where the APS comes in. It is an alternative plan that is not included in the RTP. It can be used only when achieving the state GHG target is not feasible under federal law. The APS creates a way to nevertheless develop a methodology to achieve the GHG target without requiring inclusion of unrealistic assumptions into the RTP (and risk federal rejection).

But the SCS is Mandated When Its Feasible

Just to be clear, MPOs must adopt a SCS if there is any feasible way to do so. An MPO that could adopt an SCS cannot simply elect to submit an APS instead. The law is clear. The RTP must include as SCS that achieves the GHG reduction target whenever there are sufficient resources and reasonable policy options, even if they are not the preferred choices of the MPO. There is no adopting an APS just because an MPO deems all of the SCS options are undesirable.

How the APS is Different and the Same

Unlike the SCS, the APS is not part of the RTP. It's a separate document that represents a way to achieve the target that is beyond the region's capability to achieve. More specifically, the SCS is the path an MPO takes in a region that has adequate resources to achieve the target. The APS, on the other hand, is the path an MPO takes when there are inadequate resources.

How the SCS and APS are the Same

Nevertheless, the SCS and an APS are the same in a very important way. They both represent a CARB-

approved plan to achieve the GHG target. That is why it SB 375 grants both the approved SCS and APS with the same level of CEQA streamlining. In other words, a project is eligible for CEQA streamlining as long as it is consistent with a CARB-approved plan to achieve a GHG target, be it SCS or APS.

CEQA, REAP, & AHSC: How it Should Work

An examination of how an APS operates under CEQA and REAP illustrates its positive value. Consider how the CEQA streamlining provisions would apply to projects in a region with an APS.

That is unfair — particularly because poorly resourced regions are likely to have a higher percentage of disadvantaged communities.

Even though the APS is not part of the RTP, the APS rewards the proponent (with CEQA streamlining) that goes beyond to shape their project to be consistent with the APS. That means the project is exceeding the RTP's performance. That is a good thing.

The same relationship exists for funding programs. REAP authorized MPOs to fund “transformative” projects that further housing, transportation, and climate goals regardless of whether it is part of an SCS or APS. For example, infrastructure that supports low-VMT housing may lift an APS region's performance so that an SCS may be feasible in the future. Transformative projects in an APS region further state goals just as much as (or perhaps even more than) an SCS region.

A similar construction that acknowledges the value of an APS can also be found in the for Caltrans' Sustainable Planning Grant Application Guide (page 9) and the Strategic Growth Council's Affordable Housing Sustainable

Communities Guidelines (Section 106(a)(1) at page 21).

Current Policy Punishes Poorer Regions

As a result, a project that helps a region achieve its GHG target should be eligible for funding. It should not matter whether it is in an SCS or APS. Less-resourced regions generally have limited policy and investment options. A policy that denies access to funding due to the of lack resources is circular in the worst way. Poor regions get poorer. That is unfair — particularly because poorly resourced regions are likely to have a higher percentage of disadvantaged communities. That is not the way that SB 375 was designed.

A CARB-Approved Plan, Be it APS or SCS

To summarize, the SCS and APS are very similar. They are both adopted plans that achieve the state GHG emission reduction target that are reviewed by CARB. They both provide a pathway for the region to achieve the GHG emission reduction target. And they both encourage local agencies and developers to improve land uses in a way that reduces reliance on driving. In fact, SB 1 is the only state policy where an approved APS is treated differently than an approved SCS as an eligibility factor.

It's time to reconcile the SB 1 language to read like the language of CEQA and REAP (and like the guidelines for AHSC and Caltrans' Sustainable Planning Grants). As of this writing, no MPO has submitted an APS to CARB. But given the enormity of looming climate goals (like net zero by 2045), we should anticipate this outcome. When the time arrives, that state's policies should be ready to support any project that is consistent with CARB-accepted plans, whether it's in an SCS or APS.

(Note that only 37 of California's 58 counties are within an MPO region that is subject to SB 375. Thus, this issue is largely moot in rural areas).



A. BACKGROUND

This item comes as a result that CALCOG will be receiving federal and state funding as a partner to Caltrans on the Regional Infrastructure Accelerator (RIA) grant and a partner to the Association of Monterey Bay Area Governments (AMBAG) on the Caltrans Strategic Partnership grant. One requirement of those funds is that CALCOG must meet state and federal procurement procedures for purchasing and retaining consultants and subcontractors.

G. STAFF RECOMMENDATION

Staff recommends that the board adopt the procurement manual (see 80-page document that was sent as a separate attachment when we sent out the board agenda) that was modeled after AMBAG's procurement manual.

H. DEVELOPMENT OF A PROCUREMENT MANUAL

- **Retained Expertise.** As directed by the board, CALCOG worked with Maura Twomey, the executive director of the Association of Monterey Bay Area Governments (AMBAG), to develop the procurement manual. Prior to her current position, she served as the Director for the Division of Audits at Caltrans. She has written the procurement manual for the Rural Counties Task Force and has been retained by some of our members when they are dealing with particularly difficult Caltrans audits. Her expertise and connections to other experts have been invaluable in creating this manual, saving CALCOG significant staff time in the development of the manual.
- **The Procurement Manual is Based on AMBAG's – mostly.** The manual provides the process for procurement that will assure equitable and fair access to the awarding of funds under its grant contracts. Minor adjustments have been made to AMBAG's manual to address the fact that CALCOG is a nonprofit association, not a public agency. A portion of CALCOG funding is not subject to state and federal requirements but it is recommended that we follow these procedures for all purchases.

I. COMMENTS & OBSERVATIONS

- **Grant Responsibilities Include Retaining Subject Matter Experts.** CALCOG will manage a significant amount of work occurring under the state and federal grants it is receiving and will need consultant services to execute this work. The work under these agreements could be audited by the state or federal auditors. It is important that we have a clear, transparent process prior to putting out any RFPs for potential services.

- **Formal approval of manual recommended.** In June the board approved CALCOG staff to work with procurement experts to develop and finalize this manual. Staff committed to posting the final product online. Procurement experts recommend that the board formally approve the procurement manual to formalize the document to minimize any risk if we are audited.
- **Executive Director Spending Approval.** Under this manual the executive director will have authority to approve expenditures of \$5,000 or less for unbudgeted expenses. The executive director will need board approval for any unbudgeted expenditures exceeding \$5,000. (Note that the limit for Board approval is higher (\$10,000) under the proposed #5 of the proposed Check, Cash and Payment Management Policy in the next Agenda Item). This means that the Board approval threshold will be less for items that go through the formal federal procurement than non-procurement items).
- **Options For Additional Expertise.** While we do have staff that have worked at public agencies and have familiarity with procurement processes, we may need to formally contract with Ms. Twomey or a recommended consultant if technical issues arise. We have built funding for this into the Grant budgets for which the procurement processes will be applied. We would anticipate that this would be a small contract that would fall under the Executive Director's discretion (\$5,000). If it's more than that we will bring the contract for approval to the board.
- **Leverage to Provide More Member Services.** One advantage of having a procurement process that meets federal and state requirements is that we can leverage it to provide other services to our members. For example, we could use it to build "benches" of consultants that our members may need from time to time (like specialized legal or transportation planning consultant services). We have heard from members that they would value this service.

9

Check, Cash and Payment Management Policy**A. SUMMARY**

The purpose of this item is to update our check signing and management policy. Our traditional staff size limited the ability to segregate responsibilities among staff. The proposed new policies to bring CALCOG policies in line with industry practice for small nonprofit organizations.

B. STAFF RECOMMENDATIONS (CONFIRMED BY BOARD OFFICERS)

Adopt the Cash, Check, and Payment Management Policy outlined in Section C

C. PROPOSED CHECK, CASH, & PAYMENT MANAGEMENT POLICY

With a larger budget, more staff, and the proposed extension of Executive Authority proposed above, it was time to update our check management policy. Eight policy elements are provided on the next page. Most of the proposed policies represent our current practice but have not been formally adopted by the Board of Directors. These proposed policies provide a baseline for good fiscal management and segregation of duties. Staff is available for questions.

CALCOG CHECK, CASH & PAYMENT MANAGEMENT POLICIES (proposed)

1. **Third-Party Accounting Firm.** The Board shall select and retain a third-party professional accounting firm who will maintain books, make authorized payments, reconcile accounts, and run financial reports.
2. **Segregated Check Handling.** The executive director shall designate separate staff without signature authority to be responsible for opening checks and creating a log of checks received that is forwarded directly to the third-party accountant. Only someone with signature authority on checking accounts may deposit checks. The Third-Party Accountant will reconcile deposits against the log.
3. **Board Delegation of Check Management and Payment Authority.** The executive director has the authority to make decisions about the overall Check Management and Signing Authority. The Board further delegate this authority to additional staff on as-needed basis and that person shall be authorized to act as the Executive Director for purposes of this Policy.
4. **Assignment of Project Specific Payments.** The Executive Director may assign limited authority to a senior project director to approve invoices that are within the board-approved budget and do not exceed a level established by the Executive Director not to exceed \$3,000. Approvals must be sent to the Third-Party Accountant (who issues payment) and copied to the Executive Director.
5. **Signature and Approval Limits.** A payment for up to \$5,000 may be signed or approved by the Executive Director. Payments larger than that amount must either be signed or approved by a second authorized signatory or approved by the Board. Larger payments that are specifically included in the budget (like reserving sites for the Annual Conference) are deemed to be authorized by the Board. Any payment that is larger than \$10,000 and not specifically included in the budget must be independently approved by the Board or Board Committee.
6. **Third Party Accounting Firm Authorization to Contact Board.** The Third-Party Accounting Firm is specifically authorized to contact the Board President directly if they have concerns with how funds and checks are being handled.
7. **Insurance.** CALCOG shall maintain specific insurance to cover fraud and embezzlement in an amount of \$1 million per occurrence.
8. **Changes in Organization Capability.** The Executive Director shall report to the board if there are staffing constraints or other factors that interfere with the effective implementation of these policies.

10

Authorization to Seek Line of Credit**A. SUMMARY**

To date CALCOG has not needed a line of credit beyond an organizational credit card with a limit of \$25,000. With this budget, however, we are increasingly relying on grant and contract revenue in our budget. Most of these grants are reimbursement based. As a result, CALCOG is at some risk if the reimbursement processes are not quick enough. Staff seeks to have approval to apply for a line of credit and develop reporting policies to the board to establish when and how such credit may be accessed.

B. STAFF RECOMMENDATIONS (CONFIRMED BY BOARD OFFICERS)

Authorize staff to seek a line of credit and develop a set of guidelines and protocols that must be approved by the board prior to credit being accessed.

C. COMMENTS AND OBSERVATIONS

- ***Dues and a Percentage of Budget.*** For most of our history, member dues have made up most of our budget, usually 70 percent or more. We received this money at the beginning of the year and cash flow was not an issue as long as we were reasonably close on costs and revenue projections for the Regional Leadership Forum. This year, however, the figure is only 25 percent.
- ***Cash Flow Risk.*** We also have hired new staff to take on the increased work load. If payments from state agencies are slow, we need to be able to make payroll.
- ***RIA Caltrans Grant.*** We negotiated our grant agreement with Caltrans for the RIA to assure that our invoices would be processed quickly to mitigate this risk. We appreciate the advice of AMBAG's executive director, Maura Twomey, in helping us insert language that addressed this issue.
- ***There Must Be A Policy In Place First.*** We need to craft a policy to assure that there are appropriate controls in place before we access any credit. Staff will bring back a policy to that effect.

11

Authorization of Signature Authority



A. SUMMARY

For 14 years, all of CALCOG's executive authority vested in the Executive Director. As a result, only Mr. Higgins has administrative access to bank accounts, primary password accounts, and his signature is the only signature authorize to bind the organization. As our work program has grown, so has the demands of the signature authority. With more staff, and with Sabrina Bradbury taking over more of the operation of the organization, it makes sense to vest the authority with more than one staff.

B. EXECUTIVE DIRECTOR RECOMMENDATIONS (CONFIRMED BY BOARD OFFICERS)

This item asks the board to Authorize Sabrina Bradbury to have executive authority as described in Section C.

C. AUTHORIZE EXECUTIVE AUTHORITY FOR SABRINA BRADBURY

- **Board Officer Discussion.** The Board Officers recommend authorizing Sabrina Bradbury to represent the board in contracts and payments, subject to the management of the Executive Director.
- **Scope of Authority.** Ms. Bradbury would have the authority to sign contracts as approved by the board, authorize payroll, approve funding, be granted access to CALCOG bank accounts, and generally have the same level of access as the current executive director.
- **Two Signatures for Larger Check.** Having two people on staff that can approve payments will allow for larger checks to require two signatures, a common practices that limits the risk of fraud.
- **Insurance.** The Board has a fiscal responsibility to assure that CALCOG funds are well managed. To the extent that authorizing additional signature authority increases the organization's exposure, the Board maintains insurance against such losses.

Executive Director Evaluation and Contract



A. SUMMARY

Last meeting, the board discussed initiating a performance review of the executive director given that his contract term had ended. President Poythress appointed an Executive Director Performance Review Committee made up of Board Officers and Past Presidents serving on the Board. Each Committee also had their own experience working with Mr. Higgins as officers. The CALCOG Executive Director position is a hybrid position that is part lobbyist, part technical expert, part quasi-public executive, and part association director. To help review his performance, the asked Mr. Higgins to highlight his achievements (see Section E). The Committee also authored a member-based survey (See Section F).

B. COMMITTEE RECOMMENDATION

The Executive Director Performance Review Committee recommends renewing Mr. Higgins contract under the terms described in Section H. These terms reflect the conversation and agreement between the Committee and the Executive Director.

C. BRIEF HISTORY OF EXECUTIVE DIRECTOR ROLE AT CALCOG

- CALCOG was formed around 1985; Mr. Higgins is the third director.
- For 30 years, CALCOG used an Association Management Contract to provide all advocacy, accounting, conferences, meetings, and information sharing services.
- In 2011, Mr. Higgins was retained to serve as its contract executive director.
- In 2014, CALCOG completed a strategic plan that eliminated the association management contract to change to an employer-employee relationship.
- In 2015, Mr. Higgins became an employee under an Executive Director Agreement.
- In 2020. Mr. Higgins contract was renewed.

D. CURRENT COMPENSATION

The current contract included a 15% increase that set Mr. Higgins salary at \$202,000. Inflationary increases over five years have increased the authorization to \$235,000. In addition, Mr. Higgins receives about \$30,000 in benefits, mostly from the (up to) 9% 401(k) match benefit program CALCOG offers to all employees. Mr. Higgins also receives dental, vision, and disability insurance. If he elected to participate CALCOG's health care benefit, the value of the benefits package would increase to \$47,000.

E. EXECUTIVE DIRECTOR PERFORMANCE HIGHLIGHTS (Policy & Organizational)

- REAP 1 & 2. Put simply, REAP 1 was Mr. Higgins' idea. After sharing it, he was asked by the Administration to help draft it and then he saw it through the budget process. He also helped draft and deliver REAP 2, and of course helped lead the defense of it when half of the funds were proposed to be cut. Result: more than \$650 million to CALCOG members.
- Effective, Respected Policy Voice on SB 375 legislation and Regional Planning. ED provided responsible opposition to AB 6, AB 7, AB 2237, and AB 1147. CALCOG's message was consistent with the SCS responsibility of our members and are valued by committee consultants in the Assembly, Senate, and Administration for its thoroughness and accuracy.
- CTP-RTP Relationship. After ten years, we successfully got language in AB 2086 (Schavo) to require the California Transportation Plan to disclose the fiscal costs of its programs and assumptions, providing the means to "true" those plans to RTPs.
- Maintain Bill Tracking. Provide monitor and updates on current legislation.
- Leadership Academy. Established the Leadership Academy now on its 7th Cohort.
- The Regional Leadership Forum. Even though we had to cancel two conferences related to COVID, the regional leadership forum continues to be a unique event.
- Grants & Contracts. Augmented our budget with \$1.9 million in grants and contracts.
- Seven Member Staff! We now have seven people on salary, in large part to the new grants and contracts. At the beginning of the current contract period, member dues covered 75 percent of the CALCOG budget. This year the figure is closer to 30 percent.
- Communications. Developed the "story strategy" to feature positive stories about our members in action to elevate the regional brand; CALCOG News
- Maintain Relationships With Key State Agencies. Frequently meet with leaders and key staff of key state agencies, including Caltrans, California Transportation Committee, Department of Housing and Community Development, Air Resources Board, Strategic Growth Councils, Office of Planning and Research, and Federal Highway Administration.
- National Contacts. Maintain contact with NARC and AMPO on federal issues
- Administration. Payroll, insurance, budgeting, accounting, invoicing, office maintenance, employee training and HR duties.

F. MEMBERSHIP SURVEY OF EXECUTIVE DIRECTOR PERFORMANCE

Answer Key, (57 responses)			
Superior	Exceeds Expectations	Meets Expectations	Needs Improvement

1. How aware is the ED of diversity within the membership and how well does he encourage the organization to focus on issues where consensus is the greatest?



2. Rate the ED's ability to maintain open, cooperative, impartial, and supportive relationships with all members.



3. Rate the Executive Director's ability to implement and appropriately represent Board policies and actions.



4. To what extent does the Executive Director make good use of the organization's budget resources to implement the work program?



5. How responsive is CALCOG to responding to member inquires and working to assure that appropriate technical information is shared on a timely basis?



6. To what extent does the Executive Director attract and retain qualified, high performing staff to implement the work program to the benefit of the membership?



7. To what extent is CALCOG perceived as a thought leader?



8. How effective is the executive director at advocating the needs of regional agencies in the legislature and before state administrative agencies?



9. Rate the overall performance of the Executive Director.



The bar graphs above represent an approximation of the included percentage. They may be off a smidge.

G. COMPENSATION COMPS

The CALCOG Executive Director position is difficult to comp this job because it is part association director, part technical expert, and part lobbyist.

- Association Executive. According to an executive salary survey by the California Society of Association Executives, the upper range (75th percentile) of compensation for executive directors of associations with a budget of \$2 to \$3 million begins at \$245,000 (based on 57 survey returns).
- Member Executive Salaries. Salaries of small and medium member executive directors were used to represent technical expertise. Some of the salaries were obtained from individual conversations (e.g., how much do you make?) and others were pulled from data bases like Transparent California. We found that there was a broad range—between \$170,000 per year to \$330,000 per year—with many falling in the \$230,000 range. However, the benefit packages (defined benefit, health care,) were generally superior to what CALCOG provides.
- Advocacy Jobs. Many of our members retain lobbyists to report on bills and provide testimony. These contracts range from \$60,000 to \$100,000 per year (and more). In some instances, multiple members have retained the same lobbyist. Thus, hypothetically, one lobbyist serving four members at \$75,000 would receive \$300,000. This hypothetical seemed a reasonably conservative comparison for what the level of knowledge and skill could command in the private market.

Continued next page

H. TERMS OF CONCURRENCE

The Committee and Executive Director have concurred on amending the existing agreement to extend for another three years with the following terms:

- Salary. Increase his base salary to \$250,000 a year.

Note: No budget change is necessary; the budget anticipated an increase, and the effective date will be several months into the fiscal year, there is enough to cover the increase for the current budget year.

- Term: The extension is for three years, from January 1, 2025 to December 31, 2027.
- Retirement, Health, Dental, Vision, and Disability. Benefits. Mr. Higgins receives the same health and benefit package as all CALCOG employees. This includes up to a 9% match under our 401(k) program, up to \$1400 for health insurance, and coverage for dental, vision, and disability. The annual cost of his benefit package will be about \$22,500 for retirement (up to 9% of salary) and \$10,000 for dental, vision, life insurance and disability. The annual cost on Mr. Higgins' benefits under the contract will be approximately \$34,000 because he does not participate in the health plan. The only increased benefits cost to CALCOG is about \$2,300 that will result from the 9 percent 401(k) match if Mr. Higgins depending on how much Mr. Higgins actually contributes.
- Paid Time Off. Mr. Higgins would retain the same level of paid vacation time (4 weeks). Vacation time accrual is capped at twice the annual rate under CALCOG policy. He also would also receive 10 days of administrative leave (an increase of 5 days over the previous policy), which must be used during the year and cannot accrue.
- All Other Terms. All other terms of the contract (originally signed in 2015) remain in effect.
- Other Minor Terms. The amendment will also update addresses for notices, and other technical information.

Draft - Amendment #2 - Draft
to Executive Director Employment Agreement

This is the second amendment (Amendment 2) to the original Executive Director Employment Agreement (“Original Agreement”) entered into on June 30, 2015 and the amended (Amendment 1) on 2nd of January 2020 between Bill Higgins (“Mr. Higgins” or “Employee”) and the California Association of Councils of Governments (“CALCOG,” “Employer”), organization governed by the Board of Directors.

The following provisions of the Original Agreement are amended as follows:

Section 3.1 Compensation is amended as follows:

As full and total compensation for serving as Executive Director during the period, CALCOG shall pay Employee an initial base salary of \$250,000 per year beginning on _____, payable in twice-monthly equal installments through the regular CALCOG payroll procedure.

Section 3.3: Health Retirement and Disability Benefits is amended as follows:

Executive Director will receive the same health, retirement, and disability benefits that are available to all CALCOG board employees. These benefits are subject to change by the Board of Directors.

Section 3.6 Paid Time Off is amended as follows:

All paid time off policies of Section 3.6 shall remain in effect except that Employee shall be receive to ten administrative days per year under the executive administrative leave policy.

Original Agreement Scope and Amendment Term

The Original Agreement executed on June 30, 2016 remains in full effect except as amended by this document. Amendment 2 extends the term of the Original Agreement to December 31, 2027 unless earlier terminated as provided for in the Agreement.

Notices (Section 5.4).

Notice information shall be updated for both parties.

Executed:

Executed this ____ day of _____, 2024

CALCOG Board President

Bill Higgins



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 Board must approve the Committee's recommendation through an election of a slate of officers.

Traditionally, the Nominating Committee is made up of long-serving board members who are often past officers themselves. 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 year, we only had one application for the officer opening, Mr. Tim Hepburn of the San Gabriel Valley Council of Governments.

B. NOMINATING COMMITTEE RECOMMENDATION

Approve the following slate of officers:

- President: Britt Huff, South Bay Cities Councils of Government
- First Vice President: Jan Harnik, Coachella Valley Association of Governments
- Second Vice President: Tim Hepburn, San Gabriel Valley Council of Governments
- Past President: Rob Poythress, Merced County Transportation Commission

C. BASIS FOR RECOMMENDATION

- **Well-Quailed and Engaged.** Tim Hepburn of the San Gabriel Valley Council of Governments was the only one to apply. But fortunately, he is extremely well qualified.
- **Geographic Diversity.** Although the CALCOG Bylaws encourage the nomination committee to consider geographic fairness when making a recommendation, the Committee is limited to considering the applications before it. Additionally, there have been instances in the past ten years where the officers came primarily from the North part of the state. It's worth noting that had he not dropped out to run for the state office, incoming state Assemblymember Jesse Arreguin (Berkely, ABAG) would be beginning his term as CALCOG President (assuming election by the Board).
- **Functional Diversity.** The Committee acknowledges that the current officers are disproportionately from general purpose councils of government in Southern California. There is no direct representation from a large RTPA or MPO for example (although Ms. Harnik also serves on the boards of RCTC and SCAG). The Committee recommends actively encouraging those members to apply next year and to make a note that we encourage such applications during the next call for applications.

Statement of Interest – SGVCOG President Tim Hepburn
California Association of Councils of Governments

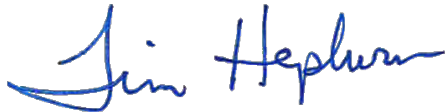
I am writing to express my interest in serving as Second Vice President on the California Association of Councils of Governments (CALCOG) Board of Directors. With 10 years of experience on the La Verne City Council and various regional boards and committees, and decades more as a small business owner, I possess a valuable knowledgebase, a commitment to the public good, and a deep sense of responsibility that will benefit CALCOG's members. Representing a small, full-service, fire-impacted city that is situated in the greater Los Angeles Metropolitan region, I believe I can faithfully represent the interests of our members across a spectrum of issues that affect both small and large constituencies.

My experience as a Governing Board Member of the San Gabriel Valley Council of Governments (SGVCOG) is a key motivation for my interest in this position. SGVCOG is one of the most important subregions in Los Angeles County, primarily for the significant racial and ethnic diversity of our nearly 2 million residents, representing 31 of the County's 88 cities, our highly complex and established regional identity, and our role as a construction authority tasked with delivering a portfolio of major transportation infrastructure projects. As Chair of our Capital Projects & Construction Committee, which is responsible for implementing the final grade separation projects of the [Alameda Corridor-East Project](#) and other capital improvement projects in the region, I have a day-to-day hand in overseeing the complex contracting, labor, funding, and regulatory questions that arise. As the leader of our COG, I have also led advocacy delegations to Sacramento and Washington, DC to push for funding and key legislation that will help our member agencies. Our needs and interests range from support for our Regional Housing Trust to local control of land use decisions to support for key environmental and energy laws. These experiences have taught me valuable lessons in effective communication with our legislators, identifying problems early and working with the right staff members on solutions, and the power of a coordinated campaign to affect change. Our agencies are stronger when we act as one voice to address the planning, funding, and project delivery issues that impact us all. If selected to CALCOG's leadership, I will seek to identify key areas of consensus that bind us all and act with purpose to elevate them.

The issues we face across our state are personal to me. I myself lost insurance coverage on my home, which is located in a high fire hazard severity zone, and have fought to bring state administrators to our region to come up with a solution that works for residents and insurance companies. In addition, my city will soon be connected to LA Metro's expanding light rail system. I serve as a board member on the construction authority building out that rail line and have made it a personal mission to fund Active Transportation and First-Last Mile projects that will help our residents access the new stations. This spring, I spoke directly with local, regional, state, and federal representatives on this issue and we have been able to bring in significant federal funding to complete projects in La Verne and Pomona. This is an equity issue for our transit-dependent populations, an environmental issue for all of us who seek cleaner, healthier ways to meet our daily

mobility needs, and a good governance issue for all who care about fiscal responsibility. Without the first-last mile improvements, our multi-billion-dollar investment in this light rail system would not serve the residents who will use it most.

I am a husband, father and grandfather, a self-made businessman, a union member, a volunteer and public servant for my community, and a regional leader with superior infrastructure delivery experience. I humbly request your consideration for Second Vice President on the CALCOG Board of Directors.

A handwritten signature in blue ink that reads "Tim Hepburn". The signature is fluid and cursive, with the first name "Tim" and last name "Hepburn" clearly distinguishable.

Tim Hepburn

President

San Gabriel Valley Council of Governments

Mayor, City of La Verne
President, SGVCOG

Tim Hepburn

Total Transparency • Open Governance • Fiscal Responsibility

Tim is a proven local leader with a decade of experience on the La Verne City Council. A proud union electrician, Tim has run his own Union Electrical Contracting company for nearly 35 years. Tim's leadership extends beyond City Council and his business through his service on several regional bodies – he recognizes the importance of regional governance and intergovernmental cooperation to move the needle on key issues that matter to real people.

Occupations

2015 - Current

La Verne City Council *La Verne, CA*

La Verne is a tight-knit community of 31,000 residents located in eastern Los Angeles County and nestled in the foothills of the San Gabriel Mountains. The City contends with a range of complex issues including the threat of wildfires and the safety and insurance concerns that come with them. LA Metro's A Line, the longest light rail line in the world, is currently extending into La Verne and funding has been secured for a pedestrian bridge to connect the new La Verne station and key local destinations. La Verne is a full-service city that is led by a 5-person city council and council-appointed Mayor.

Tim was first elected to the City Council in 2015 and has served as Mayor since 2020. He has consistently prioritized the needs of residents, believing that the Voice of the People counts. He supports Total Transparency, Open Governance, and Fiscal Responsibility.

1991 - Current

Gehl Electric Inc. *Brea, CA*

Owner

Tim has been in the electrical industry since 1977. In 1991, he co-acquired Gehl Electric Inc., which has a current staff of over 30 employees. Tim is a member of IBEW Local 11.

Current Boards & Commissions

San Gabriel Valley Council of Governments (SGVCOG)

President (2023 - Current)

Capital Projects & Construction Committee Chair (2023 - Current)

1st Vice President; 2nd Vice President; 3rd Vice President (Previous)

Southern California Association of Governments, California Joint Powers Insurance Authority, Foothill Transit Joint Powers Authority, Metro Gold Line Foothill Extension Construction Authority Governing Board, Los Angeles County Sanitation District, Bonita Unified School District Liaison Committee, and the La Verne Rotary.

La Verne Representative or Alternate

Keep up with Tim

[Facebook](#)

[Instagram](#)

Contact

(714) 981-7973

Tim: tjh@gehled.com

Staff: rchoi@sgvcog.org

Address

2230 Via Del Sol

La Verne, CA 91750

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- **Eureka!** Recognizes projects from agencies of various sizes that represent the innovation, creative leadership, and thinking that serve as examples or best practices for others to follow.
- **California Regional Star.** For individuals who have made significant contributions to regional government leadership throughout their careers.
- **Poppy Award.** Celebrates individuals or organizations who made an exceptional contribution to the field during the last year.
- **Regional Champion.** 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.

Attachment

SANDAG Borders Committee
agenda 112224



Borders Committee Agenda

**Friday, November 22, 2024
1 p.m.**

Welcome to SANDAG. The Borders Committee meeting scheduled for Friday November 22, 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/89590404992>

Webinar ID: 895 9040 4992

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

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

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

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

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

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

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

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Безкоштовна мовна допомога | sandag.org/LanguageAssistance | (619) 699-1900

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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, November 22, 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

Approve

Francesca Webb, SANDAG

The Borders Committee is asked to approve the minutes from its September 27, 2024, meeting.

[Meeting Minutes.pdf](#)

Reports

3. Indian Energy Zero Emissions Vehicle Ring

Information

Omar Peralta, Indian Energy; Craig Reiter, Madaaooz

Omar Peralta and Craig Reiter will present an overview of a Zero Emission Vehicles (ZEV) infrastructure initiative for medium and heavy-duty trucks along the U.S.-Mexico border by implementing multi-modal distribution centers.

[Presentation.pdf](#)

+4. Border Climate Adaptation and Environmental Justice Plan

Information

Kim Smith, Zach Hernandez, SANDAG

Staff will present a summary of the Border Climate Adaption and Environmental Justice Plan.

[Border CAEJ Plan.pdf](#)

[Att. 1 - Draft Border Environmental Taskforce Charter.pdf](#)

[Presentation.pdf](#)

+5. San Ysidro Mobility Hub and Blue Line Transit-Oriented Development (TOD) Project Updates

Information

Zach Hernandez, Lizzy Havey SANDAG

Staff will present an overview of the work completed to date for the San Ysidro Mobility Hub and Blue Line TOD studies.

[Item 5 - SYMH and BLTOD Updates.pdf](#)

[Presentation.pdf](#)

Adjournment

6. Adjournment

The Borders Committee meeting originally scheduled for Friday, December 20, 2024, at 1 p.m. has been canceled. The next Borders Committee meeting is tentatively scheduled for Thursday, January 2, 2025, at 9:30 a.m.; the Board of Directors is scheduled to approve the 2025 Legislative Calendar at its November 22, 2024, meeting.

+ next to an agenda item indicates an attachment

November 22, 2024

September 27, 2024, Meeting Minutes

[View Meeting Video](#)

Chair Jesus Eduardo Escobar (Imperial County) called the Borders Committee meeting to order at 1:50 p.m.

Consent

2. Approval of Meeting Minutes

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

Public Comments: The Original Dra.

Action: Upon a motion by Councilmember Vivian Moreno (City of San Diego), and a second by Vice Chair Carolina Chavez (South County), the Borders Committee voted to approve the Consent Agenda.

The motion passed.

Yes: Chair Escobar, Vice Chair Chavez, Councilmember Moreno, and Councilmember Patricia Dillard (East County).

No: None.

Abstain: None.

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

Reports

3. 2024 Bike Anywhere and Tijuaneando en Bici

Elizabeth Hensley-Chaney, Alianza por la Movilidad Activa, A.C., presented an overview of activities promoting active transportation on the border, including the celebration of 2024 Bike Anywhere and Tijuaneando en Bici.

Public Comments: Katheryn Rhodes, Truth, and The Original Dra.

Action: Information.

4. Calexico East Port of Entry Bridge Expansion

David Aguirre, Imperial County Transportation Commission, and Nikki Tiongco, Caltrans, presented an overview of the Calexico East Port of Entry Bridge expansion and related improvements.

Public Comments: Katheryn Rhodes, Truth, and The Original Dra.

Action: Information.

5. 2024 San Diego Regional Tribal Summit Summary

Senior Regional Planner Paula Zamudio presented a summary of the 2024 San Diego Regional Tribal Summit that took place Friday, June 14, 2024.

Public Comments: Truth and The Original Dra.

Action: Information.

1. Public Comments/Communications/Member Comments¹

Public Comments: Katheryn Rhodes, Truth, and The Original Dra.

Member Comments: None.

6. Adjournment

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

Chair Escobar adjourned the meeting at 2:56 p.m.

DRAFT

¹ This item was taken out of order

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	Yes
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	Yes
	Mitch McKay	Alternate	No
North County Coastal	Terry Gaasterland	Member	No
	Ryan Keim	Alternate	No
North County Inland	Dane White	Member	No
	Joe Garcia	Alternate	No
Riverside County	Crystal Ruiz	Member	No
	Yxstian Gutierrez	Alternate	No
Republic of Mexico	Alicia Kerber-Palma	Member	No
	Luisana Gonzalez	Alternate	Yes
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	No
	Steve Casteneda	Alternate	No
Southern California Association of Governments	Naresh Amatya	Member	No
	David C. Salgado	Alternate	No
Orange County	Vacant	Member	No
	Vacant	Alternate	No



THE INDIAN ENERGY ZEV RING Overview and Plan Review

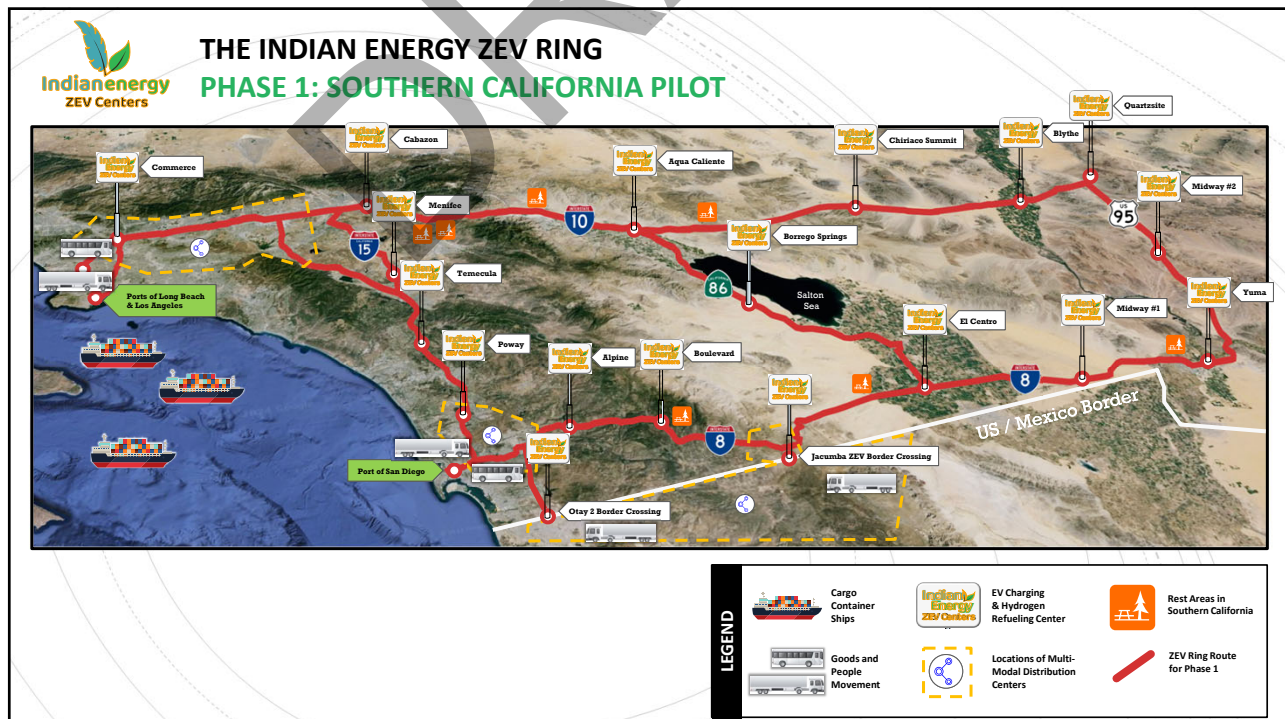
1. About The ZEV Ring
2. Phase 1: Southern California Pilot
3. Tribes Taking Action
4. Lifecycle End-2-End Systems
5. Opportunities for ALL
6. Deep Decarbonization
7. Business Model
8. Typical Site Plan
9. Jacumba ZEV Border Crossing
10. Social and Environmental Justice



THE INDIAN ENERGY ZEV RING is the:



1. Native American and Tribally-owned Joint Venture (JV) commercial business partnering with local, state and federal governments to launch Zero Emission Vehicles (ZEV) goods and people movement in Southern California;
2. transformational infrastructure plan for medium and heavy-duty ZEV to get transport from the shipping ports and the US/Mexico border crossings out to the multi-modal distribution centers and out to delivery points and back;
3. integration of ZEV CENTERS that provide transport and distribution companies with fast-charging electric and hydrogen refueling options, as well as other services to support ZEV adoption;
4. development of hydrogen production plants in the region to meet hydrogen demands for the ZEV Ring, gas utilities and other hydrogen consumers;
5. utilization of renewable energy generation and storage to power The ZEV Ring and associated operational services;
6. driver for social and environmental justice through the Justice40 initiatives and California's Environmental and Social Justice (ESJ) Action Plan by solving climate issues and creating community benefits in the region; and
7. Expansion of the ZEV Ring and ZEV Centers throughout the US over the next 10 years.





THE INDIAN ENERGY ZEV RING Tribes Taking Action

- The State of California and the Federal government have set aggressive goals for sustainability, ZEV adoption, fleet conversion, and decarbonization. The goals are as follows:

Federal:

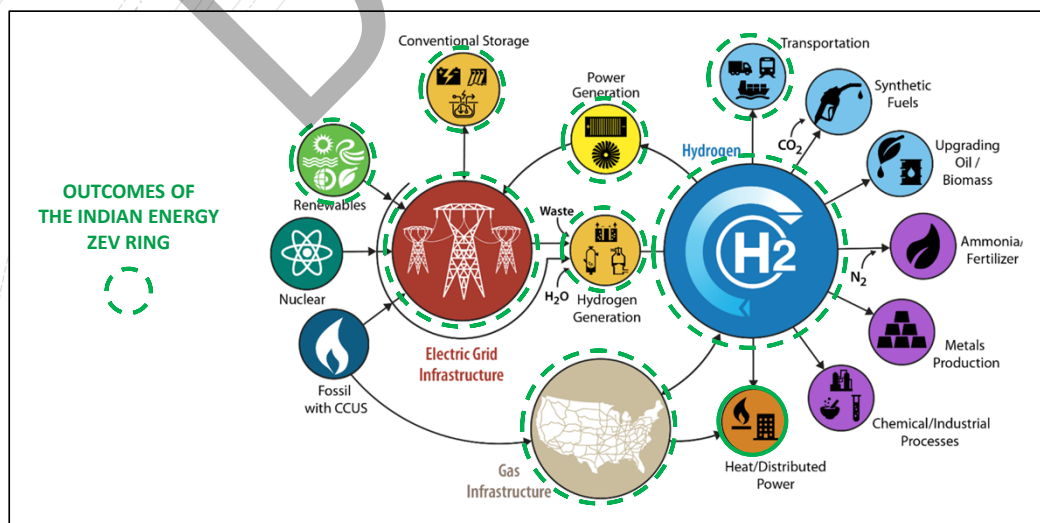
 - ❑ 2030: 52% reduction in U.S. GHG emissions from 2005 levels
 - ❑ 2035: 100% carbon pollution-free electricity
 - ❑ 2050: Net zero GHG emissions
 - ❑ 40% of the benefits of Federal climate investments are delivered to disadvantaged communities

California:

 - ❑ 2025: 200 hydrogen fueling stations and 250,000 electric vehicle (EV) chargers, including 10,000 direct current fast chargers
 - ❑ 2026: 35% of the new cars sold be plug-in hybrid electric (PHEV), EVs or hydrogen fuel cell
 - ❑ 2030: 5 million zero-emission vehicles (ZEVs) on the road
 - ❑ 2035: All in-state sales of new passenger cars and trucks to be zero-emission
 - ❑ 2045: 71% reduction in air pollution, 85% reduction in GHG emissions, and create 4 million new jobs
- To meet these goals, California and the US need to take bold action to install ZEV infrastructure.
THE INDIAN ENERGY ZEV RING is the action needed to meet these goals. Together, Tribes will make ZEV goods and people movement a reality!



THE INDIAN ENERGY ZEV RING Alignment with DOE's Plan for Deep Decarbonization

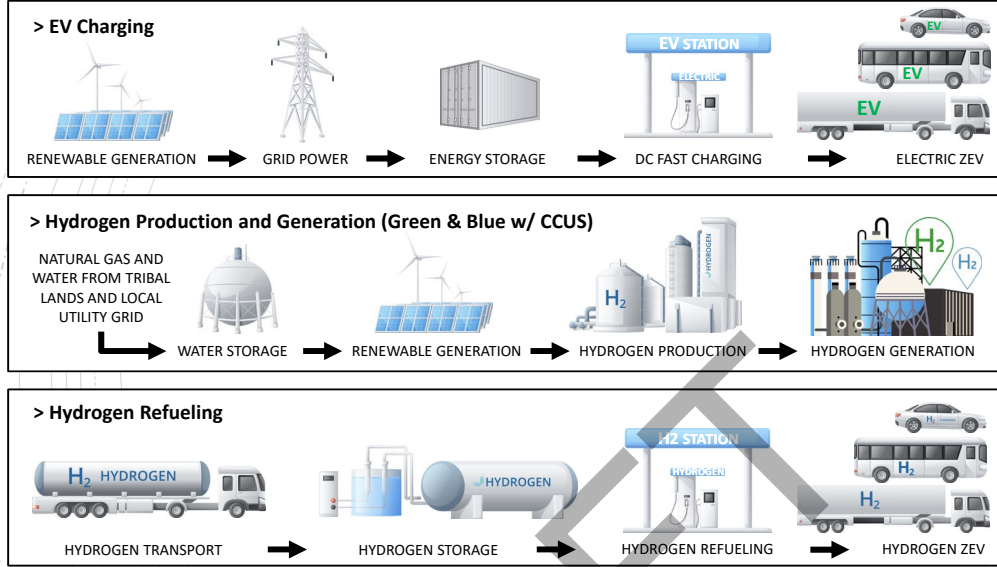


Source: DOE's H2@Scale initiative to enable decarbonization across sectors using clean hydrogen



THE INDIAN ENERGY ZEV RING

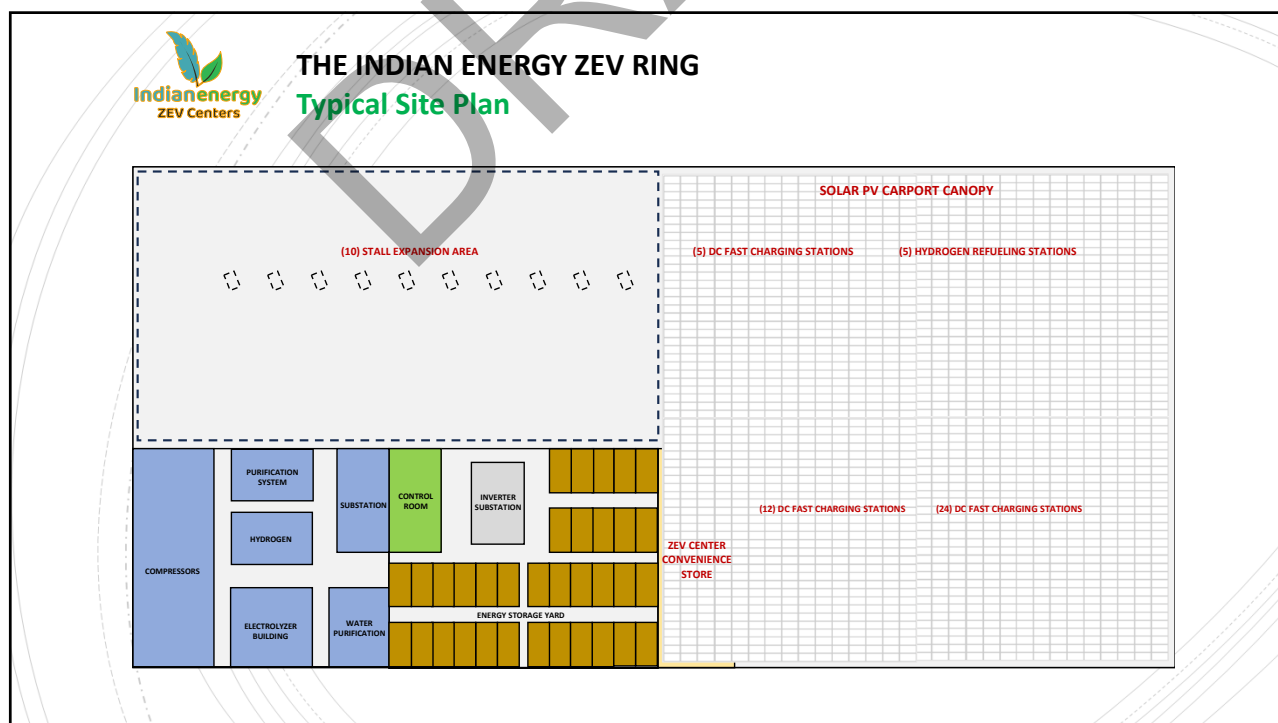
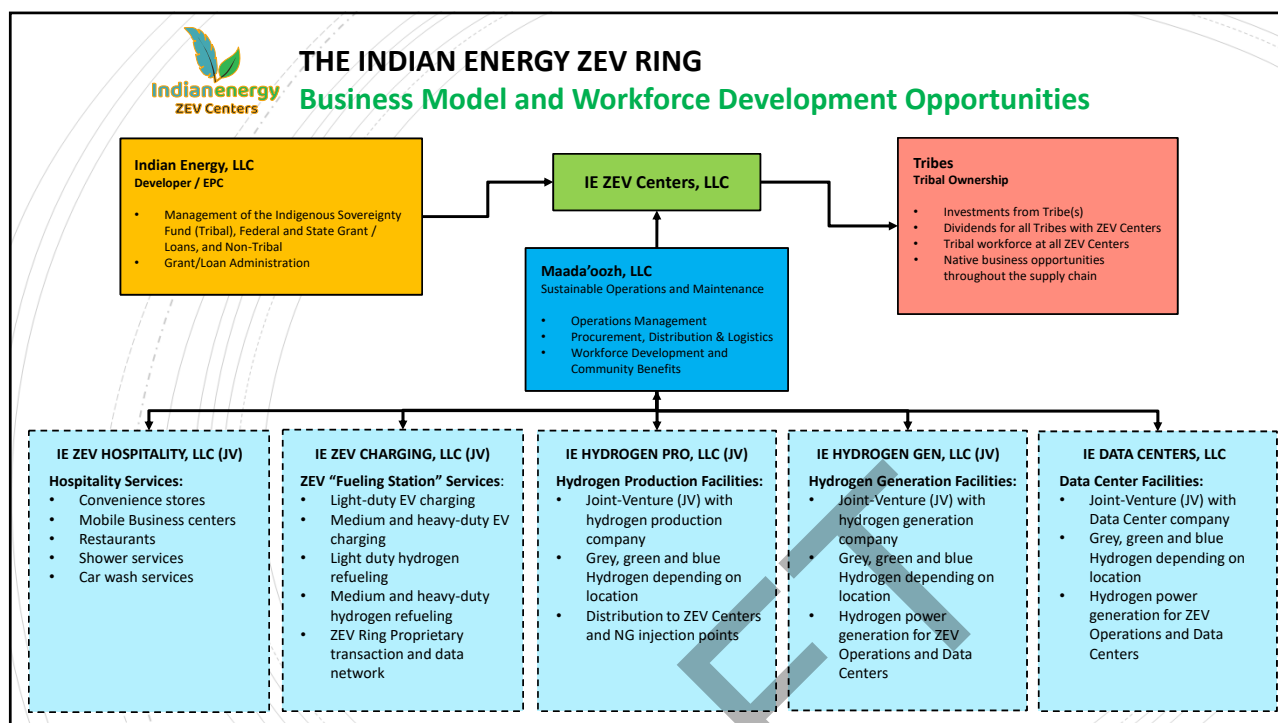
Lifecycle End-2-End Solutions on Tribal Lands



THE INDIAN ENERGY ZEV RING

Opportunities for all

- 1 **Tribes on the ZEV Ring route**
Participating Tribes in the ZEV Ring will have a stake in the revenue stream from all ZEV Centers in Southern California and the expansion throughout the US.
- 2 **Tribal Investments in the ZEV Ring**
In addition to State and Federal grants, investments from Tribal Nations is the preferred method for funding the company. This venture should be kept in Indian Country.
- 3 **Tribes/Native Americans Companies**
The development and operations of this company will require a significant workforce. Native Americans and Tribally-owned companies are needed to make this happen.
- 4 **EV Charging Station Manufacturers**
A state-of-the-art EV charging station technology will be selected for the ZEV Ring. The EV station manufacturer will be a long-term partnership for large scale deployment.
- 5 **Hydrogen Station Manufacturers**
A state-of-the-art hydrogen station technology will be selected for the ZEV Ring. The H₂ station manufacturer will be a long-term partnership for large scale deployment.
- 6 **Hydrogen Production Facilities**
Securing a consistent and cost-controlled supply of hydrogen for the ZEV Ring is critical. The H₂ producer will be a long-term partnership for large scale deployment.
- 7 **Hydrogen Energy Generation Facilities**
Generating power from hydrogen is part of our renewable energy solution for the ZEV Ring. The H₂ generation will be a long-term partnership for large scale deployment.
- 8 **Renewable Energy / Storage Manufacturers**
Generating and storing solar energy is part of our power solution for the ZEV Ring. The solar and storage company will be a long-term partnership for large scale deployment.
- 9 **People and Goods Movement Companies**
Medium and heavy-duty ZEV transport companies will contractually reserve timeslots on their routes to schedule charging and refueling at ZEV Centers.
- 10 **Data Center Facilities**
The locations on the ZEV Ring are ideal for Data Centers powered by our renewable energy. The Data Company will be a long-term partnership for large scale deployment.





THE INDIAN ENERGY ZEV RING

Jacumba ZEV Border Crossing

1. Native Americans used to live and work on both sides of the border, long before the border was ever established.
2. The Jacumba border crossing was a historical crossing on Tribal land that was closed for National security reasons after the 911 terrorist attack.
3. The proposal is to build a new modern border crossing in Jacumba that will be strictly a Zero Emission Vehicle (ZEV) Border Crossing.
4. Limiting the Jacumba Border Crossing to just ZEVs will incentivize manufacturers, distributors and transport companies in Mexico to transition to ZEV fleets for the convenience of crossing and the availability of The Indian Energy ZEV Ring.
5. The Jacumba ZEV Border Crossing will be a new gateway into the United States and a bold statement about America's commitment to sustainability.



THE INDIAN ENERGY ZEV RING

Social and Environmental Justice



1. Unwavering commitment to Native Americans and Tribal sovereignty
2. Triple Bottom Line company in alignment with Native American culture
3. Sustainability-driven with clear and concise goals for climate, environment, equity and equality
4. Lifecycle end-to-end solutions that provide greater opportunities for Native Americans and people in the region
5. *Keep it Local* program with supply chain sourcing from local regional suppliers
6. Circular economy with reuse and regeneration of materials, products and services
7. Renewable energy generation and energy storage to offset utility power and reduce emissions
8. Fair and equitable jobs and business opportunities for people in the community
9. Feature local, fresh and healthy Native American cuisine
10. Showcase local Native American artists and musicians



Indianenergy

ZEV Centers

Thank you for supporting Tribes and Indigenous people!

For inquiries in Spanish, please contact Omar Peralta at omar@indianenergy.com
For inquiries in English, please contact Craig Reiter at csreiter@maadaoozh.com

DRAFT

Border Climate Adaptation and Environmental Justice Plan

Overview

In September 2024, Caltrans provided a conditional award letter to SANDAG for a Climate Adaptation Planning grant from the [Sustainable Transportation Planning Grant](#) (STPG) Program, totaling \$3,000,000. The funding will support the development of a Border Climate Adaptation and Environmental Justice Plan (Plan) which will develop strategies and recommendations to address environmental challenges in the California-Baja California border region including transborder sewage issues. The SANDAG Board is anticipated to consider amending the FY 2025 Program Budget and Overall Work Program (OWP) for the grant amount at its meeting on November 22, 2024. SANDAG would also establish a Border Environmental Taskforce to support the project during its development as discussed below.

Action: Information

Staff will present a summary of the Border Climate Adaption and Environmental Justice Plan.

Fiscal Impact:

This work is proposed to be supported by a new Overall Work Program element to be established per SANDAG Board action.

Schedule/Scope Impact:

Work is anticipated to begin in December 2024 and be completed by April 2027.

Key Considerations

At its meeting on July 12, 2024, the Board of Directors directed SANDAG to establish “a temporary working group to address environmental concerns, including but not limited to transborder sewage issues, in the border region.” In response, SANDAG staff coordinated with Caltrans on a grant that would provide funding to develop a Plan to address environmental issues along the border and to establish a new taskforce to support its development.

Utilizing funds from the STPG, SANDAG and partner agencies would develop a vetted and prioritized list of strategies, programs, and projects to address climate adaptation challenges and environmental justice issues, such as the ongoing sewage and air quality issues. This effort builds off of prior work by the State of California (via Caltrans) and the State of Baja California (via the Secretariat of Infrastructure, Urban Development, and Territorial Reorganization (SIDURT)) to prepare a Border Master Plan (BMP). The BMP is a binational effort to coordinate and prioritize transportation infrastructure projects along the international border between the Pacific Ocean, east to the California-Arizona state border, and within ten miles north and south of the border.

The Plan would identify the various climate and public health challenges affecting the border region, evaluate existing efforts by federal, state and/or local agencies to address these challenges, and identify any potential gaps. The Plan would include extensive outreach and collaboration with border region communities, public agencies, academic research institutions, and other stakeholder groups to develop strategies that address the environmental challenges and improve climate resiliency and equity. In addition to a list of vetted and prioritized projects, the final Plan will also identify potential lead entities, proposed financial strategies for implementation, and recommended metrics for tracking progress on the various efforts. Strategies that address the ongoing transboundary sewage issues would be addressed first due to the critical timing and the amount of existing work already done on this issue.

Rather than establishing a new SANDAG working group, it is proposed that policy guidance for the Plan be provided from the SANDAG Borders Committee to the Board of Directors, with technical support from the SANDAG Project Development Team (PDT) and a new Border Environmental Taskforce (Attachment 1). This structure will provide additional flexibility for binational participation by allowing for remote meeting attendance and meetings hosted in other locations, i.e. site visits, etc. As part of the PDT, SANDAG, in close coordination with Caltrans, Southern California Association of Governments (SCAG), and the State of Baja California, will carry out the project activities supporting development of the Plan. Membership of the Taskforce would consist of binational representatives from federal, state, local and tribal governments, community-based organizations, non-profits and academia; all representing disciplines and interests involved in environmental planning, climate adaptation and environmental justice issues.

Additional technical input would be sought via existing groups and forums such as the U.S. Environmental Protection Agency (EPA) and Mexico's Ministry of the Environment and Natural Resources (SEMARNAT) [Border 2025 Program](#), International Boundary and Water Commission's (IBWC) [Minute 320 Core Group](#), as well as others. The final report will also propose a roadmap for future integration of the Plan's climate and environmental justice elements into the existing BMP process.

Next Steps

Pending Board acceptance of the budget amendment, project work is anticipated to begin in December 2024 and be completed by April 2027. Near-term actions include formation of the Taskforce, identification of existing groups, data and data gaps, and development of a Public Participation and Stakeholder Outreach Plan. Staff will bring regular updates on the progress of the grant to the Borders Committee.

Antoinette Meier, Senior Director of Regional Planning

Attachment 1. Draft Border Environmental Taskforce Charter



Border Environmental Task Force

Taskforce Charter

Purpose

The purpose of the Border Environmental Taskforce is to provide technical guidance, background knowledge and cross-agency coordination to support SANDAG's development of the Border Climate Adaptation and Environmental Justice Plan under the Caltrans Sustainable Transportation Planning Grant, which will identify the various climate and public health challenges affecting the California-Baja California border region, evaluate existing efforts by federal, state and/or local agencies to address these challenges, and identify any potential gaps.

Responsibilities

This group will provide technical subject-matter expertise in environmental and climate adaptation issues affecting the border region. The Taskforce provides a venue for regional stakeholders to: (1) collaborate, coordinate and develop solutions to address issues related to environmental health and climate adaptation within the California-Baja California border region; and (2) provide a regional collaboration among the jurisdictions and stakeholders on the development of the Border Climate Adaptation and Environmental Justice Plan.

Commitment / Duration of Existence

Taskforce participants are asked to attend and participate in taskforce meetings to share information and give feedback on environmental issues facing the border region, including input on issues related to coordination and implementation of the Border Climate Adaptation and Environmental Justice Grant.

It is anticipated that the Taskforce will meet on quarterly basis for the duration of SANDAG Border Climate Adaptation and Environmental Justice Plan grant through April of 2027, with additional meetings convened as needed to support project development.

Membership

The Taskforce will be comprised of representation from federal, state and local jurisdictions within the border region and sector advisors with interests involved in climate adaptation, environmental health, and environmental justice issues. SANDAG may solicit interest from other entities in participating in the Task force based on project needs.

Taskforce member agencies are asked to designate an alternate representative when the primary representative is unable to attend to promote participation in meetings.



Border Climate Adaptation and Environmental Justice Plan

Border Climate Adaptation and Environmental Justice Plan

Borders Committee | Item 4
Kim Smith, Senior Regional Planner
Zach Hernandez, Associate Regional Planner

November 22, 2024

Binational Border Region



SANDAG | 2

Border Climate Adaptation and Environmental Justice Plan



SANDAG | 3

Building from Past and Ongoing Efforts

Federal

- International Boundary and Water Commission (IBWC) Minutes 320 and 328
- Border 2025: United States – Mexico Environmental Program



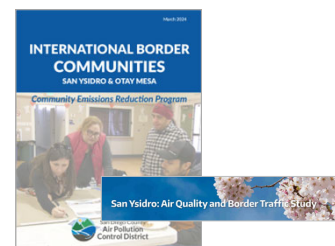
State

- California-Baja California 2021 Border Master Plan
- California-Mexico Border Relations Council



Local

- San Ysidro: Air Quality and Border Traffic Study
- AB 617 International Border Communities, Community Emissions Reduction Program



SANDAG | 4

A Comprehensive Approach

Border Climate Adaptation and Environmental Justice Plan

Including:

- Inventory of existing programs, policies, planning efforts, datasets and data gaps
- Climate & Environmental Justice Vulnerabilities
- Climate Adaptation Analysis and Strategies
- Identification of responsible agencies, funding sources, and priority actions
- Stakeholder Engagement
- Metrics for measuring progress

SANDAG | 5

Anticipated Outcomes

- Identify climate and public health stressors in the border region
- Identify work currently being done to address issues and identify gaps
- Develop a list of prioritized strategies, policies, and projects with binational public agencies and non-governmental organizations
- Develop financial strategies, potential lead entities, and metrics for tracking progress
- Maintain and strengthen binational coordination



SANDAG | 6

Working with Partners in the Border Region

(NEW) Border Environmental Task Force

- Local/State/Federal staff
- Academia
- Non-profits
- NGOs
- CBOs
- Private sector
- Others

Existing Environmental Groups, Forums, Task Forces, etc.,

- IBWC Minute 320 Core Group
- Border 2025
- AB 617
- Tijuana Verde
- IMBA
- Others

SANDAG | 7

Anticipated Timeline



SANDAG | 8

Next Steps



**BOD approval of FY 25 Budget
Amendment and Acceptance of Grant**



Formation of Task Force

- First meeting est. February 2025



**Identify Existing Groups/
Collect Data and Identify Gaps**



**Develop Public Participation
and Stakeholder Outreach Plan**

SANDAG | 9

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Email: kim.smith@sandag.org
zach.hernandez@sandag.org

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10

San Ysidro Mobility Hub and Blue Line Transit-Oriented Development (TOD) Project Updates

Overview

The San Ysidro Port of Entry is the primary gateway between the U.S. and Mexico, and one of the busiest border crossings in the world with over 90,000 people crossing northbound each day. For decades, the adjacent San Ysidro Transit Center (SYTC) has connected the San Ysidro community and crossborder travelers to the rest of the region. Despite the station's importance, it faces numerous challenges impacting connectivity, efficiency, and capacity for the various modes and thousands of users who connect here each day. Staff will provide an update on several planning efforts underway to improve the San Ysidro Transit Center and other stations along the Blue Line corridor.

Action: Information

Staff will present an overview of the work completed to date for the San Ysidro Mobility Hub and Blue Line TOD studies.

Fiscal Impact:

These studies are funded through OWP 3322300, 3321901 and CIP 1149200.

Schedule/Scope Impact:

The Blue Line TOD Study will be completed in FY 2025. The San Ysidro Mobility Hub Study is anticipated to be complete in FY 2026.

Key Considerations

SANDAG, in partnership with Metropolitan Transit System (MTS), City of San Diego, and Caltrans are advancing the San Ysidro Mobility Hub project in phases. Near-term improvements to the existing SYTC are being made while a long-term vision for the future San Ysidro Mobility Hub is also being planned.

- **Near-term** SANDAG and partner agencies recently completed planning and conceptual engineering to develop potential station redesign concepts, assess feasibility, and estimate costs for improvements to include an additional Trolley terminus track, MTS bus bays, a southbound bus-only lane, protected bike connection, widened sidewalks and expanded curbs.
- **Long-term** station improvements will include new transit connections, TOD opportunities and new technologies for enhancing mobility. An initial planning and community visioning effort will develop concepts for the station's ultimate buildout.
- **The Blue Line TOD Study** assesses land use, transportation, and market conditions to facilitate TOD opportunities around SYTC. The study measures TOD opportunity at the station and recommends an inventory of mobility and land use improvements.

Next Steps

Staff will initiate preliminary engineering to refine station improvement concepts, technical studies in preparation for environmental analysis, and seek additional funding for subsequent phases. Preliminary engineering activities will begin in 2025 with environmental analysis anticipated to begin by early 2026. Planning and community visioning activities for the long-term San Ysidro Mobility Hub concept will begin in Spring 2025 and are anticipated to conclude in Fall 2026.

SANDAG and partner agencies will continue advancing all of these efforts in parallel and seek guidance through updates to the Borders Committee.

Antoinette Meier, Senior Director of Regional Planning



San Ysidro Mobility Hub and Blue Line Transit Oriented Development Study Updates

Borders Committee | Item 5
Lizzy Havey, Associate Regional Planner
Zach Hernandez, Associate Regional Planner

November 22, 2024

Conditions Today



Conditions Today



SANDAG 3

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San Ysidro Transit Center Improvements

Near-term measures to address existing station issues, create space for more transit service, and extend the life of the current station.

San Ysidro Transit Center Improvements

Project Goals:

Address existing challenges and get more out of the station in the near-term (5-10 years).

- Improve Pedestrian Connectivity
- Expand Transit and Mobility Options
- Enhance Public Plaza and User-Experience



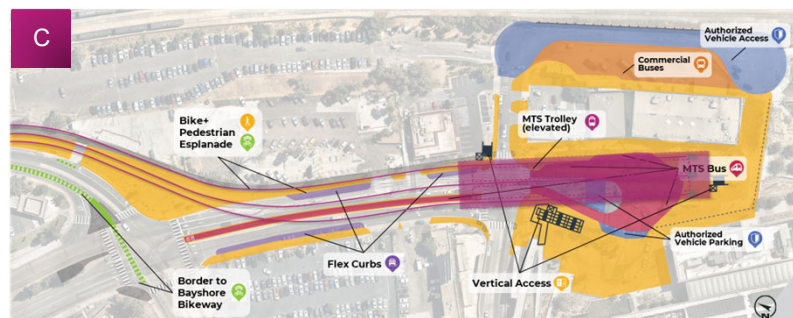
Existing Conditions

SANDAG | 5

Near-term Station Redesign Concepts

What each concept achieves:

- Additional Trolley track
- Additional MTS bus bays
- Southbound bus-only lane
- Protected bike connection
- Widened sidewalks, expanded curbs, and completed crosswalks
- Federal access maintained
- Impacts to private property limited (where feasible)



SANDAG | 6

San Ysidro Transit Center Improvements



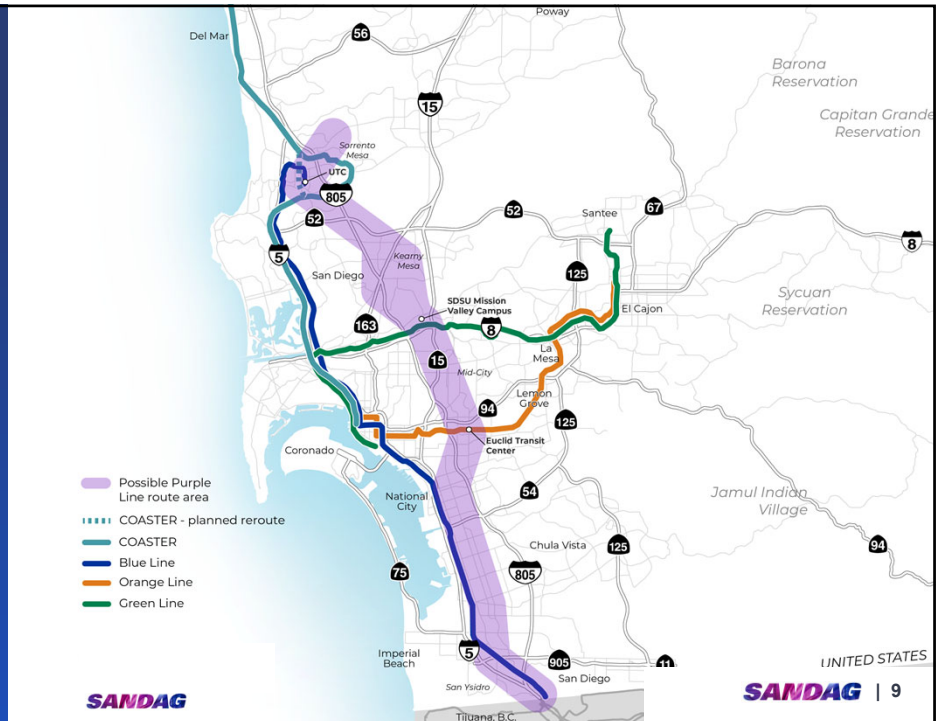
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San Ysidro Mobility Hub

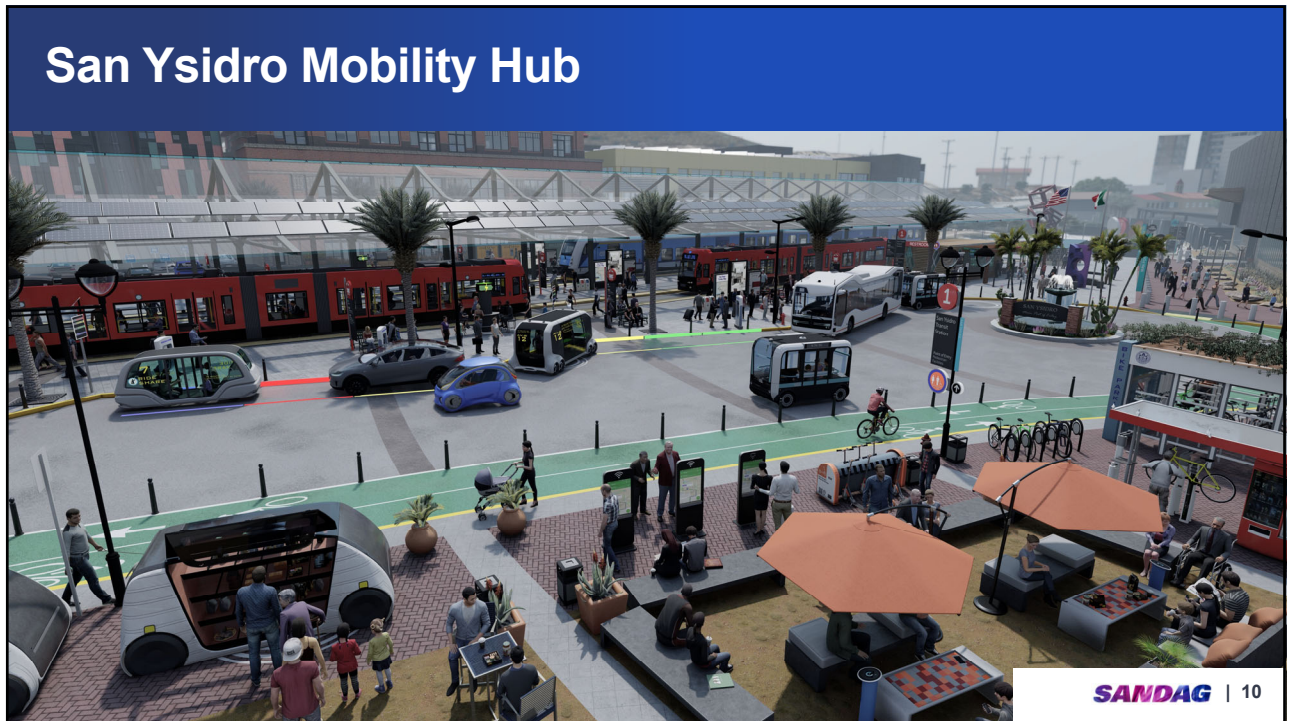
Long-term vision for what comes next, and how we integrate planned rail connections (LOSSAN and Purple Line). Planning and community visioning to inform design of ultimate buildout.

| 8

Regional Passenger Rail Network (2050)



San Ysidro Mobility Hub



Next Steps

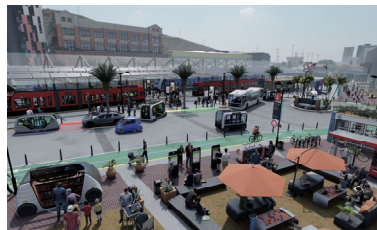
Near-term Station Improvements:

- Continue refining designs and identify a preferred concept
- Begin the environmental process
- Identify funding opportunities for design and construction



Long-term Vision for Future Hub:

- Begin the planning and community visioning for the ultimate buildout of the San Ysidro Mobility Hub
- Gather input from related mobility, land use, and design efforts (e.g., corridor rail studies, transit-oriented development studies, San Diego-Tijuana World Design Capital 2024)



SANDAG | 11

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Blue Line Transit-Oriented Development

Maximizing benefits of transportation investments through strategizing complementary land use development opportunities.

Overview

The Blue Line Transit-Oriented Development Study (Blue Line TOD Study) aims to:

- Develop TOD strategies for the areas around San Ysidro and Palomar Trolley Stations
- Assess land use, transportation and market conditions for TOD opportunities
- Understand and further mobility hub implementation

Partners include the City of San Diego, the City of Chula Vista, and MTS



SANDAG | 13

Existing Conditions & Development Capacity



SANDAG | 14

Measuring Opportunity

The **TOD Opportunity Index** is a tool to evaluate the TOD potential of transit station areas using quantitative analysis at the station and parcel-level. Using a 1-10 scale, each category and subcategory is calculated into a score, identifying sites with the greatest development potential.



Transit Connectivity & Service

- Transit Connectivity
- Rail Service Frequency
- Bus Service Frequency



Walkability

- Walking Distance
- Pedestrian Safety



Bikeability

- Biking Distance
- Bicycle Infrastructure
- Bicyclist Safety



Development Feasibility

- Parcel Size
- Land Use/Existing Development
- Allowable Density
- Allowable Density / Residential Zoning
- Existing Plans, Policies, & Programs



Community Health & Wellbeing

- Open Space
- Community Amenities

SANDAG | 15

Implementation Strategies and Market Constraints

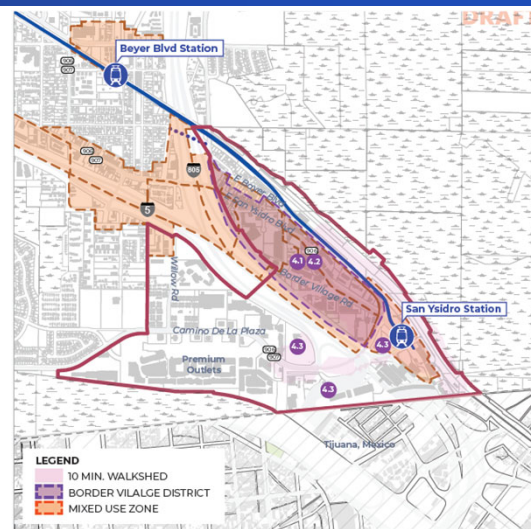
Increase Housing & Mixed-Use Potential

Improvements

- **4.1** Update zoning, land use, and FAR within San Ysidro Border Village District
- **4.2** Allow for mixed-use developments that include residential, community health, social and educational services
- **4.3** Incentivize higher density affordable housing projects
- **4.4** Reduce parking minimums and consolidate parking facilities for the redevelopment of surface parking

Targeted Outcome

- Increase in the quantity, diversity, and affordability of housing options surrounding the transit station, allowing residents to age in place and provide access to jobs, health, and social services



SANDAG | 16

Next Steps

Maximizing benefits of transportation investments

- Collaborate with stakeholders like City staff and affordable housing developers
- Leverage the study for the San Ysidro Mobility Hub planning work
- Further evaluate options for housing as an opportunity for transportation project mitigation



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18

Attachment

SAWPA OWOW Steering Committee
agenda 112124



...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:
• https://sawpa.zoom.us/j/88281364273	• 1 (669) 900-6833
• Meeting ID: 882 8136 4273	• Meeting ID: 882 8136 4273

**REGULAR MEETING OF THE
OWOW STEERING COMMITTEE
SAWPA, 11615 STERLING AVENUE, RIVERSIDE, CA 92503
THURSDAY, NOVEMBER 21, 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, November 20, 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, MAY 23, 2024, AND SEPTEMBER 26, 2024

Recommendation: Approve as posted.

B. PROPOSITION 1 ROUND 2 REPLACEMENT PROJECT (SC#2024.14)

Recommendation: Receive and file.

6. NEW BUSINESS ITEMS

A. AMENDMENT TO THE OWOW STEERING COMMITTEE GOVERNANCE DOCUMENT – APPOINTMENT OF ALTERNATE REPRESENTATIVES (SC#2024.15)

Presenter: Jeff Mosher

Recommendation: It is recommended that the OWOW Steering Committee recommend to the SAWPA Commission the amendment to the Santa Ana IRWMP “One Water One Watershed” Governance document dated January 15, 2013, allowing for the appointment of alternate representatives.

7. INFORMATIONAL REPORTS

Recommendation: Receive for information.

A. PROPOSITION 1 ROUND 1 PROJECT HIGHLIGHT: SANTA ANA MOUNTAINS WATERSHED PROTECTION PROJECT (SC#2024.16)

Presenter: Rachel Gray and Cyrus Galvan, US Forest Service

B. QUARTERLY MEETING SCHEDULE FOR THE OWOW STEERING COMMITTEE (SC#2024.17)

Presenter: Jeff Mosher

C. SANTA ANA RIVER WATERSHED CLOUD SEEDING PILOT PROGRAM: YEAR 2 OPERATIONS (SC#2024.18)

Presenter: Rachel Gray

D. ARUNDO DONAX REMOVAL IN THE SANTA ANA RIVER BASIN HEADWATERS PROJECT OVERVIEW (SC#2024.19)

Presenter: Ian Achimore

8. GENERAL MANAGER REPORT

9. CHAIR’S COMMENTS/REPORT

10. COMMITTEE MEMBERS’ COMMENTS

11. REQUEST FOR FUTURE AGENDA ITEMS



12. ADJOURNMENT

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 November 15, 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.

2025 OWOW Steering Committee Regular Meetings

Fourth Thursday of February, May, September, and November
(Note: All meetings begin at 11:00 a.m., unless otherwise noticed, and are held at SAWPA.)

February 2/27/2025 Regular Committee Meeting	May 5/22/2025 Regular Committee Meeting
September 9/25/2025 Regular Committee Meeting	November 11/20/2025 Regular Committee Meeting *

*Meeting date adjusted due to conflicting holiday.



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: December 2, 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 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 energy efficiency programs through program year 2027.

Present Situation

Public Sector (PS) Programs: I-REN offers two PS programs - the Technical Assistance and Strategic Energy Planning (TA) Program, and the Normalized Metered Energy Consumption (NMEC) Incentive Program. The TA Program helps agencies secure funding and financing to implement projects and

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

- I-REN held kick off meetings for San Bernardino County Unified School District, Murrieta Unified School District, and San Bernardino Community College District.
- I-REN presented preliminary Energy Resilience Roadmaps to the Cities of Cathedral City, Palm Springs, and Rancho Mirage, and presented a final Energy Resilience Roadmap to the City of Yucaipa.
- I-REN conducted site visits to:
 - Calimesa - 2 sites
 - Senior Center, City Hall
 - Indian Wells - 2 sites
 - Fire station #55, Public Works Yard
 - Rancho Mirage - 2 sites
 - Library & Observatory, City Hall
 - Ontario - audit pre-coordination discussion to prepare for site visits due to the size and uniqueness of the targeted facilities
 - Toyota Arena and City Hall - (no actual on-site activities in October)
- I-REN presented an Initial Measures List (IML) to the City of Redlands on its Community Center and and IML to the Housing Authority of San Bernardino County for its Victorville office which lead to an application for I-REN's Cash for Kilowatts incentive program.

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

- I-REN held a non-residential HVAC Alterations training in partnership with Energy Code Ace. There were 15 registrants and nine attendees, eight of whom received International Code Council Continuing Education Unit certificates.
- I-REN began data analysis of 2023 and 2024 trainings registration, attendance, and post-training surveys to shape 2025 training opportunities.
- I-REN continued to promote its upcoming November training with the California Energy Commission, which will provide an overview of the major changes in the upcoming 2025 Energy Code.
- I-REN's Technical Assistance team provided unique and personalized code assistance to each individual that submitted an Ask an Energy Code question.
- I-REN's Technical Assistance team developed energy code permit guides tailored to I-REN's climate zones, aiming to simplify energy code compliance for I-REN's jurisdictions.
- I-REN is dedicated to providing its jurisdictions with access to our Technical Assistance resources through targeted outreach efforts.

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, tribal, and disadvantaged communities. Below are some updates for the WET Programs for this past month.

- 10/9 - Participated in California Public Utilities Commission Small and Diverse Business Expo and En Banc.
- 10/10 - Participated in Student STEPcon (Science Technology Education Partnership) where I-REN was able to engage with over 1500 student from dozens of school across Riverside and San Bernardino counties.
- 10/11 - I-REN participated in a HVAC Advisory Committee at Riverside Community College where RCC and I-REN heard from local HVAC employers on their training needs.
- 10/29 - At the CalREN's inaugural workforce forum, alongside all RENs across the state, I-REN staff presented on the I-REN Energy Fellowship and future of our workforce initiatives.

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

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

Prior Action(s):

None.

Financial Summary:

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

Attachment(s):

None.



Western Riverside Council of Governments WRCOG Executive Committee

Staff Report

Subject: TUMF Program Activities Update: Approval of Two TUMF Reimbursement Agreements and One TUMF Reimbursement Agreement Amendment

Contact: Brian Piche-Cifuentes, Transportation Analyst I, bpiche-cifuentes@wrcog.us, (951) 405-6705

Date: December 2, 2024

Recommended Action(s):

1. Authorize the Executive Director to execute a TUMF Reimbursement Agreement with the City of Hemet for the Planning Phase of the Warren Road, Road Widening Project in an amount not to exceed \$1,000,000.
2. Authorize the Executive Director to execute a TUMF Reimbursement Agreement with the City of Perris for the Construction Phase of the Ethanac Road Extension Project in an amount not to exceed \$13,898,000.
3. Authorize the Executive Director to execute a TUMF Reimbursement Agreement Amendment with the City of Banning for the PA&ED, PS&E, Construction Phase of Sun Lakes Boulevard Extension Project where the project funding will be increased by \$12,000,000 in an amount not to exceed \$13,000,000.

Summary:

The City of Hemet is seeking a \$1,000,000 TUMF Reimbursement Agreement with WRCOG to support the first phase of widening Warren Road from Esplanade Avenue to Simpson Road. The City of Perris is pursuing a \$13,898,000 TUMF Reimbursement Agreement to assist with the Ethanac Road extension. The City of Banning has requested a \$12,000,000 TUMF Reimbursement Agreement Amendment for the Sun Lakes Boulevard extension.

Purpose / WRCOG 2022-2027 Strategic Plan Goal:

The purpose of this item is to request approval of two TUMF Reimbursement Agreements and 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.

Present Situation

TUMF Reimbursement Agreements:

1. The Widening of Warren Road (24-HS-HEM-1317) is setting the amount of funding in the Planning phase to an amount not to exceed \$1,000,000. An increase in project funding will be requested at a later time.
2. The Extension project of Ethanac Road (24-CN-PER-1312) is setting the amount of funding in the Construction phase to an amount not to exceed \$13,898,000.

TUMF Reimbursement Agreement Amendment:

1. The Extension project of Sun Lakes Boulevard (06-PS-BAN-1206) is increasing the amount of funding in the PA&ED, PS&E, and Construction phases by \$12,000,000 to an amount not to exceed \$13,000,000.

Prior Action(s):

June 12, 2020: The Executive Committee authorized the Executive Director to execute a TUMF Agreement with the City of Banning for the extension of Sun Lakes Boulevard for an amount not to exceed \$1,000,000.

Financial Summary:

The Reimbursement Agreements noted are consistent and included within the respective Zone TIP. These liabilities are reflected as fiduciary fund long-term debt in WRCOG's financials under the TUMF Fund.

Attachment(s):

[Attachment 1 - TUMF Reimbursement Agreement - Warren Road \(Esplanade to Simpson\)](#)

[Attachment 2 - TUMF Reimbursement Agreement - Perris Ethanac Road Extension](#)

[Attachment 3 - TUMF Reimbursement Agreement - Sun Lakes Boulevard Extension Project - Amendment #1](#)

Attachment

TUMF Reimbursement
Agreement – Warren Road
(Esplanade Avenue to
Simpson Road) – Phase I

**TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM
AGREEMENT TO REIMBURSE TUMF FUNDS
WARREN ROAD FROM ESPLANADE AVENUE TO SIMPSON ROAD
DESIGN AND ENVIRONMENTAL PHASE I**

THIS REIMBURSEMENT AGREEMENT (“Agreement”) is entered into as of this _____ day of _____, 2024, by and between the Western Riverside Council of Governments (“WRCOG”), a California joint powers authority and the City of Hemet, a California municipal corporation (“AGENCY”). WRCOG and AGENCY are sometimes hereinafter referred to individually as “Party” and collectively as “Parties.”

RECITALS

A. WRCOG is the Administrator of the Transportation Uniform Mitigation Fee Program of Western Riverside County (“TUMF Program”).

B. WRCOG has identified and designated certain transportation improvement projects throughout Western Riverside County as projects of regional importance (“Qualifying Projects” or “Projects”). The Qualifying Projects are more specifically described in that certain WRCOG study titled “TUMF Nexus Study,” as may be amended from time to time. Qualifying Projects can have Regional or Zonal significance as further described in the TUMF Nexus Study.

C. The TUMF Program is funded by TUMF fees paid by new development in Western Riverside County (collectively, “TUMF Program Funds”). TUMF Program Funds are held in trust by WRCOG for the purpose of funding the Qualifying Projects.

D. The AGENCY proposes to implement a Qualifying Project, and it is the purpose of this Agreement to identify the project and to set forth the terms and conditions by which WRCOG will release TUMF Program Funds.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and subject to the conditions contained herein, the Parties hereby agree as follows:

1. Description of the Qualifying Project. This Agreement is intended to distribute TUMF Program Funds to the AGENCY for design and environmental for the widening of Warren Road from Esplanade Avenue to Simpson Road, Phase 1, (the “Project”), a Qualifying Project. The Work, including a timetable and a detailed scope of work, is more fully described in Exhibit “A” attached hereto and incorporated herein by reference and, pursuant to Section 20 below, is subject to modification if requested by the AGENCY and approved by WRCOG. The work shall be consistent with one or more of the defined WRCOG Call for Projects phases detailed herein as follows:

- 1) PA&ED – Project Approvals & Environmental Document
- 2) PS&E – Plans, Specifications and Estimates
- 3) R/W – Right of Way Acquisition and Utility Relocation
- 4) CON – Construction

2. WRCOG Funding Amount. WRCOG hereby agrees to distribute to AGENCY, on the terms and conditions set forth herein, a sum not to exceed **One Million Dollars (\$1,000,000.00)** to be used for reimbursing the AGENCY for eligible Project expenses as described in Section 3 herein (“Funding Amount”). The Parties acknowledge and agree that the Funding Amount may be less than the actual cost of the Project. Nevertheless, the Parties acknowledge and agree that WRCOG shall not be obligated to contribute TUMF Program Funds in excess of the maximum TUMF share identified in the TUMF Nexus Study (“Maximum TUMF Share”), as may be amended from time to time.

3. Project Costs Eligible for Advance/Reimbursement. The total Project costs (“Total Project Cost”) may include the following items, provided that such items are included in the scope of work attached hereto as Exhibit “A” (“Scope of Work”): (1) AGENCY and/or consultant costs associated with direct Project coordination and support; (2) funds expended in preparation of preliminary engineering studies; (3) funds expended for preparation of environmental review documentation for the Project; (4) all costs associated with right-of-way acquisition, including right-of-way engineering, appraisal, acquisition, legal costs for condemnation procedures if authorized by the AGENCY, and costs of reviewing appraisals and offers for property acquisition; (5) costs reasonably incurred if condemnation proceeds; (6) costs incurred in the preparation of plans, specifications, and estimates by AGENCY or consultants; (7) AGENCY costs associated with bidding, advertising and awarding of the Project contracts; (8) construction costs, including change orders to construction contract approved by the AGENCY; (9) construction management, field inspection and material testing costs; and (10) any AGENCY administrative cost to deliver the Project.

4. Ineligible Project Costs. The Total Project Cost shall not include the following items which shall be borne solely by the AGENCY without reimbursement: (1) any AGENCY administrative fees attributed to the reviewing and processing of the Project; and (2) expenses for items of work not included within the Scope of Work in Exhibit “A”.

5. Procedures for Distribution of TUMF Program Funds to AGENCY.

(a) Initial Payment by the AGENCY. The AGENCY shall be responsible for initial payment of all the Project costs as they are incurred. Following payment of such Project costs, the AGENCY shall submit invoices to WRCOG requesting reimbursement of eligible Project costs. Each invoice shall be accompanied by detailed contractor invoices, or other demands for payment addressed to the AGENCY, and documents evidencing the AGENCY’s payment of the invoices or demands for payment. Documents evidencing the AGENCY’S payment of the invoices shall be retained for four (4) years and shall be made available for review by WRCOG. The AGENCY shall submit invoices not more often than monthly and not less often than quarterly.

(b) Review and Reimbursement by WRCOG. Upon receipt of an invoice from the AGENCY, WRCOG may request additional documentation or explanation of the Project costs for which reimbursement is sought. Undisputed amounts shall be paid by WRCOG to the AGENCY within thirty (30) days. In the event that WRCOG disputes the eligibility of the AGENCY for reimbursement of all or a portion of an invoiced amount, the Parties shall meet

and confer in an attempt to resolve the dispute. If the meet and confer process is unsuccessful in resolving the dispute, the AGENCY may appeal WRCOG's decision as to the eligibility of one or more invoices to WRCOG's Executive Director. The WRCOG Executive Director shall provide his/her decision in writing. If the AGENCY disagrees with the Executive Director's decision, the AGENCY may appeal the decision of the Executive Director to the full WRCOG Executive Committee, provided the AGENCY submits its request for appeal to WRCOG within ten (10) days of the Executive Director's written decision. The decision of the WRCOG Executive Committee shall be final. Additional details concerning the procedure for the AGENCY's submittal of invoices to WRCOG and WRCOG's consideration and payment of submitted invoices are set forth in Exhibit "B," attached hereto and incorporated herein by reference.

(c) Funding Amount/Adjustment. If a post Project audit or review indicates that WRCOG has provided reimbursement to the AGENCY in an amount in excess of the Maximum TUMF Share of the Project, or has provided reimbursement of ineligible Project costs, the AGENCY shall reimburse WRCOG for the excess or ineligible payments within 30 days of notification by WRCOG.

6. Increases in Project Funding. The Funding Amount may, in WRCOG's sole discretion, be augmented with additional TUMF Program Funds if the TUMF Nexus Study is amended to increase the maximum eligible TUMF share for the Project. Any such increase in the Funding Amount must be approved in writing by WRCOG's Executive Director. In no case shall the amount of TUMF Program Funds allocated to the AGENCY exceed the then-current maximum eligible TUMF share for the Project. No such increased funding shall be expended to pay for any Project already completed. For purposes of this Agreement, the Project or any portion thereof shall be deemed complete upon its acceptance by WRCOG's Executive Director which shall be communicated to the AGENCY in writing.

7. No Funding for Temporary Improvements. Only segments or components of the construction that are intended to form part of or be integrated into the Project may be funded by TUMF Program Funds. No improvement which is temporary in nature, including but not limited to temporary roads, curbs, tapers, or drainage facilities, shall be funded with TUMF Program Funds, except as needed for staged construction of the Project.

8. AGENCY's Funding Obligation to Complete the Project. In the event that the TUMF Program Funds allocated to the Project represent less than the total cost of the Project, the AGENCY shall provide such additional funds as may be required to complete the Project.

9. AGENCY's Obligation to Repay TUMF Program Funds to WRCOG; Exception For PA&ED Phase Work. Except as otherwise expressly excepted within this paragraph, in the event that: (i) the AGENCY, for any reason, determines not to proceed with or complete the Project; or (ii) the Project is not timely completed, subject to any extension of time granted by WRCOG pursuant to the terms of this Agreement; the AGENCY agrees that any TUMF Program Funds that were distributed to the AGENCY for the Project shall be repaid in full to WRCOG, and the Parties shall enter into good faith negotiations to establish a reasonable repayment schedule and repayment mechanism. If the Project involves work pursuant to a PA&ED phase,

AGENCY shall not be obligated to repay TUMF Program Funds to WRCOG relating solely to PA&ED phase work performed for the Project.

10. AGENCY's Local Match Contribution. "AGENCY local match funding is not required, as shown in Exhibit "A," and as called out in the AGENCY's Project Nomination Form submitted to WRCOG in response to its Call for Projects."]

11. Term/Notice of Completion. The term of this Agreement shall be from the date first herein above written until the earlier of the following: (i) the date WRCOG formally accepts the Project as complete, pursuant to Section 6; (ii) termination of this Agreement pursuant to Section 15; or (iii) the AGENCY has fully satisfied its obligations under this Agreement. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement.

12. Representatives of the Parties. WRCOG's Executive Director, or his or her designee, shall serve as WRCOG's representative and shall have the authority to act on behalf of WRCOG for all purposes under this Agreement. The AGENCY hereby designates **Noah Rau, Public Works Director/City Engineer** or his designee, as the AGENCY's representative to WRCOG. The AGENCY's representative shall have the authority to act on behalf of the AGENCY for all purposes under this Agreement and shall coordinate all activities of the Project under the AGENCY's responsibility. The AGENCY shall work closely and cooperate fully with WRCOG's representative and any other agencies which may have jurisdiction over or an interest in the Project.

13. Expenditure of Funds by AGENCY Prior to Execution of Agreement. Nothing in this Agreement shall be construed to prevent or preclude the AGENCY from expending funds on the Project prior to the execution of the Agreement, or from being reimbursed by WRCOG for such expenditures. However, the AGENCY understands and acknowledges that any expenditure of funds on the Project prior to the execution of the Agreement is made at the AGENCY's sole risk, and that some expenditures by the AGENCY may not be eligible for reimbursement under this Agreement.

14. Review of Services. The AGENCY shall allow WRCOG's Representative to inspect or review the progress of the Project at any reasonable time in order to determine whether the terms of this Agreement are being met.

15. Termination.

(a) Notice. Either WRCOG or AGENCY may, by written notice to the other party, terminate this Agreement, in whole or in part, in response to a material breach hereof by the other Party, by giving written notice to the other party of such termination and specifying the effective date thereof. The written notice shall provide a 30 day period to cure any alleged breach. During the 30 day cure period, the Parties shall discuss, in good faith, the manner in which the breach can be cured.

(b) Effect of Termination. In the event that the AGENCY terminates this Agreement, the AGENCY shall, within 180 days, repay to WRCOG any unexpended TUMF

Program Funds provided to the AGENCY under this Agreement and shall complete any portion or segment of work for the Project for which TUMF Program Funds have been provided. In the event that WRCOG terminates this Agreement, WRCOG shall, within 90 days, distribute to the AGENCY TUMF Program Funds in an amount equal to the aggregate total of all unpaid invoices which have been received from the AGENCY regarding the Project at the time of the notice of termination; provided, however, that WRCOG shall be entitled to exercise its rights under Section 5(b), including but not limited to conducting a review of the invoices and requesting additional information. Upon such termination, the AGENCY shall, within 180 days, complete any portion or segment of work for the Project for which TUMF Program Funds have been provided. This Agreement shall terminate upon receipt by the non-terminating Party of the amounts due to it hereunder and upon completion of the segment or portion of Project work for which TUMF Program Funds have been provided.

(c) Cumulative Remedies. The rights and remedies of the Parties provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

16. Prevailing Wages. The AGENCY and any other person or entity hired to perform services on the Project are alerted to the requirements of California Labor Code Sections 1770 et seq., which would require the payment of prevailing wages were the services or any portion thereof determined to be a public work, as defined therein. The AGENCY shall ensure compliance with these prevailing wage requirements by any person or entity hired to perform the Project. The AGENCY shall defend, indemnify, and hold harmless WRCOG, its officers, employees, consultants, and agents from any claim or liability, including without limitation attorneys, fees, arising from its failure or alleged failure to comply with California Labor Code Sections 1770 et seq.

17. Progress Reports. WRCOG may request the AGENCY to provide WRCOG with progress reports concerning the status of the Project.

18. Indemnification.

(a) AGENCY Responsibilities. In addition to the indemnification required under Section 16, the AGENCY agrees to indemnify and hold harmless WRCOG, its officers, agents, consultants, and employees from any and all claims, demands, costs or liability arising from or connected with all activities governed by this Agreement including all design and construction activities, due to negligent acts, errors or omissions or willful misconduct of the AGENCY or its subcontractors. The AGENCY will reimburse WRCOG for any expenditures, including reasonable attorneys' fees, incurred by WRCOG, in defending against claims ultimately determined to be due to negligent acts, errors or omissions or willful misconduct of the AGENCY.

(b) WRCOG Responsibilities. WRCOG agrees to indemnify and hold harmless the AGENCY, its officers, agents, consultants, and employees from any and all claims, demands, costs or liability arising from or connected with all activities governed by this Agreement including all design and construction activities, due to negligent acts, errors or omissions or willful misconduct of WRCOG or its sub-consultants. WRCOG will reimburse the

AGENCY for any expenditures, including reasonable attorneys' fees, incurred by the AGENCY, in defending against claims ultimately determined to be due to negligent acts, errors or omissions or willful misconduct of WRCOG.

(c) Effect of Acceptance. The AGENCY shall be responsible for the professional quality, technical accuracy and the coordination of any services provided to complete the Project. WRCOG's review, acceptance or funding of any services performed by the AGENCY or any other person or entity under this Agreement shall not be construed to operate as a waiver of any rights WRCOG may hold under this Agreement or of any cause of action arising out of this Agreement. Further, the AGENCY shall be and remain liable to WRCOG, in accordance with applicable law, for all damages to WRCOG caused by the AGENCY's negligent performance of this Agreement or supervision of any services provided to complete the Project.

19. Insurance. The AGENCY shall require, at a minimum, all persons or entities hired to perform the Project to obtain, and require their subcontractors to obtain, insurance of the types and in the amounts described below and satisfactory to the AGENCY and WRCOG. Such insurance shall be maintained throughout the term of this Agreement, or until completion of the Project, whichever occurs last.

(a) Commercial General Liability Insurance. Occurrence version commercial general liability insurance or equivalent form with a combined single limit of not less than \$1,000,000.00 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Project or be no less than two times the occurrence limit. Such insurance shall:

(i) Name WRCOG and AGENCY, and their respective officials, officers, employees, agents, and consultants as insured with respect to performance of the services on the Project and shall contain no special limitations on the scope of coverage or the protection afforded to these insured;

(ii) Be primary with respect to any insurance or self-insurance programs covering WRCOG and AGENCY, and/or their respective officials, officers, employees, agents, and consultants; and

(iii) Contain standard separation of insured provisions.

(b) Business Automobile Liability Insurance. Business automobile liability insurance or equivalent form with a combined single limit of not less than \$1,000,000.00 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

(c) Professional Liability Insurance. Errors and omissions liability insurance with a limit of not less than \$1,000,000.00 Professional liability insurance shall only be required of design or engineering professionals.

(d) Workers' Compensation Insurance. Workers' compensation insurance with statutory limits and employers' liability insurance with limits of not less than \$1,000,000.00 for each accident.

20. Project Amendments. Changes to the characteristics of the Project, including the deadline for Project completion, and any responsibilities of the AGENCY or WRCOG may be requested in writing by the AGENCY and are subject to the approval of WRCOG's Representative, which approval will not be unreasonably withheld, provided that extensions of time for completion of the Project shall be approved in the sole discretion of WRCOG's Representative. Nothing in this Agreement shall be construed to require or allow completion of the Project without full compliance with the California Environmental Quality Act (Public Resources Code Section 21000 *et seq.*; "CEQA") and the National Environmental Policy Act of 1969 (42 USC 4231 *et seq.*), if applicable, but the necessity of compliance with CEQA and/or NEPA shall not justify, excuse, or permit a delay in completion of the Project.

21. Conflict of Interest. For the term of this Agreement, no member, officer, or employee of the AGENCY or WRCOG, during the term of his or her service with the AGENCY or WRCOG, as the case may be, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

22. Limited Scope of Duties. WRCOG's and the AGENCY's duties and obligations under this Agreement are limited to those described herein. WRCOG has no obligation with respect to the safety of any Project performed at a job site. In addition, WRCOG shall not be liable for any action of AGENCY or its contractors relating to the condemnation of property undertaken by AGENCY or construction related to the Project.

23. Books and Records. Each party shall maintain complete, accurate, and clearly identifiable records with respect to costs incurred for the Project under this Agreement. They shall make available for examination by the other party, its authorized agents, officers, or employees any and all ledgers and books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or related to the expenditures and disbursements charged to the other party pursuant to this Agreement. Further, each party shall furnish to the other party, its agents, or employees such other evidence or information as they may require with respect to any such expense or disbursement charged by them. All such information shall be retained by the Parties for at least four (4) years following termination of this Agreement, and they shall have access to such information during the four-year period for the purposes of examination or audit.

24. Equal Opportunity Employment. The Parties represent that they are equal opportunity employers, and they shall not discriminate against any employee or applicant of reemployment because of race, religion, color, national origin, ancestry, sex, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination.

25. Governing Law. This Agreement shall be governed by and construed with the laws of the State of California.

26. Attorneys' Fees. If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and costs of suit.

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

28. Headings. Article and Section Headings, paragraph captions or marginal headings contained in this Agreement are for convenience only and shall have no effect in the construction or interpretation of any provision herein.

29. Public Acknowledgement. The AGENCY agrees that all public notices, news releases, information signs and other forms of communication shall indicate that the Project is being cooperatively funded by the AGENCY and WRCOG TUMF Program Funds.

30. No Joint Venture. This Agreement is for funding purposes only and nothing herein shall be construed to make WRCOG a party to the construction of the Project or to make it a partner or joint venture with the AGENCY for such purpose.

31. Compliance With the Law. The AGENCY shall comply with all applicable laws, rules and regulations governing the implementation of the Qualifying Project, including, where applicable, the rules and regulations pertaining to the participation of businesses owned or controlled by minorities and women promulgated by the Federal Highway Administration and the Federal Department of Transportation.

32. Notices. All notices hereunder and communications regarding interpretation of the terms of this Agreement or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

If to AGENCY: City of Hemet
 445 E. Florida Ave.
 Hemet, Ca 92543
 Att: Noah Rau, PW Director/City Engineer
 Telephone: (951) 765-2360
 Facsimile: (951) 765-3878

If to WRCOG: Western Riverside Council of Governments
 3390 University Avenue; Suite 200
 Riverside, California 92501
 Attention: Christopher Gray, Deputy Executive Director
 Telephone: (951) 405-6710
 Facsimile: (951) 223-9720

Any notice so given shall be considered served on the other party three (3) days after deposit in the U.S. mail, first class postage prepaid, return receipt requested, and addressed to the

party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred regardless of the method of service.

33. Integration; Amendment. This Agreement contains the entire agreement between the PARTIES. Any agreement or representation respecting matters addressed herein that are not expressly set forth in this Agreement is null and void. This Agreement may be amended only by mutual written agreement of the PARTIES.

34. Severability. If any term, provision, condition, or covenant of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.

35. Conflicting Provisions. In the event that provisions of any attached appendices or exhibits conflict in any way with the provisions set forth in this Agreement, the language, terms, and conditions contained in this Agreement shall control the actions and obligations of the Parties and the interpretation of the Parties' understanding concerning the Agreement.

36. Independent Contractors. Any person or entities retained by the AGENCY, or any contractor shall be retained on an independent contractor basis and shall not be employees of WRCOG. Any personnel performing services on the Project shall at all times be under the exclusive direction and control of the AGENCY or contractor, whichever is applicable. The AGENCY or contractor shall pay all wages, salaries, and other amounts due to such personnel in connection with their performance of services on the Project and as required by law. The AGENCY or consultant shall be responsible for all reports and obligations respecting such personnel, including, but not limited to social security taxes, income tax withholding, unemployment insurance and workers' compensation insurance.

37. Effective Date. This Agreement shall not be effective until executed by both Parties. The failure of one party to execute this Agreement within forty-five (45) days of the other party executing this Agreement shall render any execution of this Agreement ineffective.

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

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives to be effective on the day and year first above written.

WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS

CITY OF HEMET

By: _____ Date: _____
Dr. Kurt Wilson
Executive Director

By: _____ Date: _____
Mark Prestwich
City Manager

Approved to Form:

By: _____ Date: _____
Steven C. DeBaun
General Counsel

EXHIBIT “A”**SCOPE OF WORK**

This project, phase 1, will include preliminary engineering and environmental clearance (PA&ED) for the widening of Warren Road from Esplanade Avenue to Simpson Road. This phase will only fund the design, technical studies, and environmental permits in support of these improvements. The project will address all environmental needs in accordance with CEQA guidelines.

The existing roadway primarily consists of one lane in each direction. Warren Road is a main corridor on the west side of Hemet with heavy traffic. The design and environmental permits will address issues for construction needs, intersection improvements, utility conflicts and/or relocations, necessary right of way acquisitions, and the proposed cost of construction. Upon completion of the PA&ED, phase 1, the project would be able to proceed to Final Engineering (PS&E), ROW acquisitions, and Construction phases. These additional phases are not part of this agreement and will need a new agreement.

EXHIBIT “A-1”**ESTIMATE OF COST**

Phase	TUMF	LOCAL	TOTAL
PA&ED	\$1,000,000.00	\$0.00	\$1,000,000.00
PS&E	\$0.00	\$0.00	\$0.00
RIGHT OF WAY	\$2,000,000.00	\$0.00	\$2,000,000.00
CONSTRUCTION	\$8,000,000.00	\$0.00	\$8,000,000.00
TOTAL	\$11,000,000.00	\$0.00	\$11,000,000.00

***Only PA&ED is funded in this agreement.**

EXHIBIT “A-2”
PROJECT SCHEDULE

TIMETABLE:

Phase	Estimated Completion Date	Estimated Cost	Comments
PA&ED	6/30/2025	\$1,000,000.00	Engineering Design, Tech. Studies, and Environmental permits
PS&E	2025	?	Future Phase
RIGHT OF WAY	2025	\$2,000,000.00	Future Phase
CONSTRUCTION	2026	\$8,000,000.00	Future Phase
TOTAL		\$11,000,000.00	

*PS &E, ROW, and Construction are future phases.

Elements of Compensation

EXHIBIT “B”

PROCEDURES FOR SUBMITTAL, CONSIDERATION AND PAYMENT OF INVOICES

1. For professional services, WRCOG recommends that the AGENCY incorporate this Exhibit “B-1” into its contracts with any subcontractors to establish a standard method for preparation of invoices by contractors to the AGENCY and ultimately to WRCOG for reimbursement of AGENCY contractor costs.
2. Each month the AGENCY shall submit an invoice for eligible Project costs incurred during the preceding month. The original invoice shall be submitted to WRCOG’s Executive Director with a copy to WRCOG’s Project Coordinator. Each invoice shall be accompanied by a cover letter in a format substantially similar to that of Exhibit “B-2”.
3. For jurisdictions with large construction projects (with the total construction cost exceeding \$10 million) under construction at the same time, may with the approval of WRCOG submit invoices to WRCOG for payment at the same time they are received by the jurisdiction. WRCOG must receive the invoice by the 5th day of the month in order to process the invoice within 30 days. WRCOG will retain 10% of the invoice until all costs have been verified as eligible and will release the balance at regular intervals, not more than quarterly and not less than semi-annually. If there is a discrepancy or ineligible costs that exceed 10% of the previous invoice WRCOG will deduct that amount from the next payment.
4. Each invoice shall include documentation from each contractor used by the AGENCY for the Project, listing labor costs, subcontractor costs, and other expenses. Each invoice shall also include a monthly progress report and spreadsheets showing the hours or amounts expended by each contractor or subcontractor for the month and for the entire Project to date. Samples of acceptable task level documentation and progress reports are attached as Exhibits “B-4” and “B-5”. All documentation from the Agency’s contractors should be accompanied by a cover letter in a format substantially similar to that of Exhibit “B-3”.
5. If the AGENCY is seeking reimbursement for direct expenses incurred by AGENCY staff for eligible Project costs, the AGENCY shall provide the same level of information for its labor and any expenses as required of its contractors pursuant to Exhibit “B” and its attachments.
6. Charges for each task and milestone listed in Exhibit “A” shall be listed separately in the invoice.
7. Each invoice shall include a certification signed by the AGENCY Representative or his or her designee which reads as follows:

“I hereby certify that the hours and salary rates submitted for reimbursement in this invoice are the actual hours and rates worked and paid to the contractors or subcontractors listed.

Signed _____

Title _____

Date _____

Invoice No. _____

8. WRCOG will pay the AGENCY within 30 days after receipt by WRCOG of an invoice. If WRCOG disputes any portion of an invoice, payment for that portion will be withheld, without interest, pending resolution of the dispute, but the uncontested balance will be paid.
9. The final payment under this Agreement will be made only after: (I) the AGENCY has obtained a Release and Certificate of Final Payment from each contractor or subcontractor used on the Project; (ii) the AGENCY has executed a Release and Certificate of Final Payment; and (iii) the AGENCY has provided copies of each such Release to WRCOG.

EXHIBIT “B-1”
[Sample for Professional Services]

For the satisfactory performance and completion of the Services under this Agreement, Agency will pay the Contractor compensation as set forth herein. The total compensation for this service shall not exceed (____INSERT WRITTEN DOLLAR AMOUNT____) (\$____INSERT NUMERICAL DOLLAR AMOUNT____) without written approval of Agency’s City Manager [or applicable position] (“Total Compensation”).

1. ELEMENTS OF COMPENSATION.

Compensation for the Services will be comprised of the following elements: 1.1 Direct Labor Costs; 1.2 Fixed Fee; and 1.3 Additional Direct Costs.

1.1 DIRECT LABOR COSTS.

Direct Labor costs shall be paid in an amount equal to the product of the Direct Salary Costs and the Multiplier which are defined as follows:

1.1.1 DIRECT SALARY COSTS

Direct Salary Costs are the base salaries and wages actually paid to the Contractor's personnel directly engaged in performance of the Services under the Agreement. (The range of hourly rates paid to the Contractor's personnel appears in Section 2 below.)

1.1.2 MULTIPLIER

The Multiplier to be applied to the Direct Salary Costs to determine the Direct Labor Costs is _____, and is the sum of the following components:

1.1.2.1 Direct Salary Costs _____

1.1.2.2 Payroll Additives _____

The Decimal Ratio of Payroll Additives to Direct Salary Costs. Payroll Additives include all employee benefits, allowances for vacation, sick leave, and holidays, and company portion of employee insurance and social and retirement benefits, all federal and state payroll taxes, premiums for insurance which are measured by payroll costs, and other contributions and benefits imposed by applicable laws and regulations.

1.1.2.3 Overhead Costs _____

The Decimal Ratio of Allowable Overhead Costs to the Contractor Firm's Total Direct Salary Costs. Allowable Overhead Costs include general, administrative, and overhead costs of maintaining and operating established offices, and consistent with established firm policies, and as defined in the Federal Acquisitions Regulations, Part 31.2.

Total Multiplier _____
(sum of 1.1.2.1, 1.1.2.2, and 1.1.2.3)

1.2 FIXED FEE.

1.2.1 The fixed fee is \$_____.

1.2.2 A pro-rata share of the Fixed Fee shall be applied to the total Direct Labor Costs expended for services each month and shall be included on each monthly invoice.

1.3 ADDITIONAL DIRECT COSTS.

Additional Direct Costs directly identifiable to the performance of the services of this Agreement shall be reimbursed at the rates below, or at actual invoiced cost.

Rates for identified Additional Direct Costs are as follows:

<u>ITEM</u>	<u>REIMBURSEMENT RATE</u>
	<u>[__insert charges__]</u>
Per Diem	\$ /day
Car mileage	\$ /mile
Travel	\$ /trip.
Computer Charges	\$ /hour
Photocopies	\$ /copy
Blueline	\$ /sheet
LD Telephone	\$ /call
Fax	\$ /sheet
Photographs	\$ /sheet

Travel by air and travel in excess of 100 miles from the Contractor's office nearest to Agency's office must have Agency's prior written approval to be reimbursed under this Agreement.

2. DIRECT SALARY RATES

Direct Salary Rates, which are the range of hourly rates to be used in determining Direct Salary Costs in Section 1.1.1 above, are given below and are subject to the following:

- 2.1 Direct Salary Rates shall be applicable to both straight time and overtime work, unless payment of a premium for overtime work is required by law, regulation, or craft agreement, or is otherwise specified in this Agreement. In such event, the premium portion of Direct Salary Costs will not be subject to the Multiplier defined in Paragraph 1.1.2 above.
- 2.2 Direct Salary Rates shown herein are in effect for one year following the effective date of the Agreement. Thereafter, they may be adjusted annually to reflect the Contractor's adjustments to individual compensation. The Contractor shall notify Agency in writing prior to a change in the range of rates included herein, and prior to each subsequent change.

<u>POSITION OR CLASSIFICATION</u>	<u>RANGE OF HOURLY RATES</u>
-----------------------------------	------------------------------

[__sample__]

Principal	\$.00 - \$.00/hour
Project Manager	\$.00 - \$.00/hour
Sr. Engineer/Planner	\$.00 - \$.00/hour
Project Engineer/Planner	\$.00 - \$.00/hour
Assoc. Engineer/Planner	\$.00 - \$.00/hour
Technician	\$.00 - \$.00/hour
Drafter/CADD Operator	\$.00 - \$.00/hour
Word Processor	\$.00 - \$.00/hour

- 2.3 The above rates are for the Contractor only. All rates for subcontractors to the Contractor will be in accordance with the Contractor's cost proposal.

3. INVOICING.

- 3.1 Each month the Contractor shall submit an invoice for Services performed during the preceding month. The original invoice shall be submitted to Agency's Executive Director with two (2) copies to Agency's Project Coordinator.
- 3.2 Charges shall be billed in accordance with the terms and rates included herein, unless otherwise agreed in writing by Agency's Representative.
- 3.3 Base Work and Extra Work shall be charged separately, and the charges for each task and Milestone listed in the Scope of Services, shall be listed separately. The charges for each individual assigned by the Contractor under this Agreement shall be listed separately on an attachment to the invoice.

- 3.4 A charge of \$500 or more for any one item of Additional Direct Costs shall be accompanied by substantiating documentation satisfactory to Agency such as invoices, telephone logs, etc.
- 3.5 Each copy of each invoice shall be accompanied by a Monthly Progress Report and spreadsheets showing hours expended by task for each month and total project to date.
- 3.6 If applicable, each invoice shall indicate payments to DBE subcontractors or supplies by dollar amount and as a percentage of the total invoice.
- 3.7 Each invoice shall include a certification signed by the Contractor's Representative or an officer of the firm which reads as follows:

I hereby certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed.

Signed _____
Title _____
Date _____
Invoice No. _____

4. PAYMENT

- 4.1 Agency shall pay the Contractor within four to six weeks after receipt by Agency of an original invoice. Should Agency contest any portion of an invoice, that portion shall be held for resolution, without interest, but the uncontested balance shall be paid.
- 4.2 The final payment for Services under this Agreement will be made only after the Contractor has executed a Release and Certificate of Final Payment.

EXHIBIT B-2
Sample Cover Letter to WRCOG

Date
Western Riverside Council of Governments
3390 University Avenue; Suite 450
Riverside, California 92501
Attention: Deputy Executive Director
ATTN: Accounts Payable

Re: Project Title - Invoice #__

Enclosed for your review and payment approval is the AGENCY's invoice for professional and technical services that was rendered by our contractors in connection with the 2002 Measure "A" Local Streets and Roads Funding per Agreement No. _____ effective (Month/Day/Year) . The required support documentation received from each contractor is included as backup to the invoice.

Invoice period covered is from Month/Date/Year to Month/Date/Year .

Total Authorized Agreement Amount:	\$0,000,000.00
Total Invoiced to Date:	\$0,000,000.00
Total Previously Invoiced:	\$0,000,000.00
Balance Remaining:	\$0,000,000.00

Amount due this Invoice:	\$0,000,000.00 =====
---------------------------------	--------------------------------

I certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the contractors listed.

By: _____
Name
Title

cc:

EXHIBIT B-3
Sample Letter from Contractor to AGENCY

Month/Date/Year

Western Riverside Council of Governments
3390 University Avenue; Suite 200
Riverside, California 92501
Attention: Deputy Executive Director
Attn: Accounts Payable

Invoice # _____

For **[type of services]** rendered by **[contractor name]** in connection with **[name of project]**
This is per agreement No. XX-XX-XXX effective Month/Date/Year .

Invoice period covered is from Month/Date/Year to Month/Date/Year .

Total Base Contract Amount:	\$000,000.00
Authorized Extra Work (if Applicable)	\$000,000.00

TOTAL AUTHORIZED CONTRACT AMOUNT:	\$000,000.00
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Total Invoice to Date:	\$000,000.00
Total Previously Billed:	\$000,000.00
Balance Remaining:	\$000,000.00

Amount Due this Invoice:	\$000,000.00
	=====

I certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed,

By: _____
Name
Title

EXHIBIT B-4
SAMPLE TASK SUMMARY SCHEDULE
(OPTIONAL)

EXHIBIT B-5
Sample Progress Report

REPORTING PERIOD: Month/Date/Year to Month/Date/Year
PROGRESS REPORT: #1

A. Activities and Work Completed during Current Work Periods

TASK 01 – 100% PS&E SUBMITTAL

1. Responded to Segment 1 comments from Department of Transportation
2. Completed and submitted Segment 1 final PS&E

B. Current/Potential Problems Encountered & Corrective Action

Problems	Corrective Action
None	None

C. Work Planned Next Period

TASK 01 – 100% PS&E SUBMITTAL

1. Completing and to submit Traffic Signal and Electrical Design plans
2. Responding to review comments

Attachment

TUMF Reimbursement
Agreement – Ethanac
Road Extension
(Construction Phase)

**TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM
AGREEMENT TO REIMBURSE TUMF FUNDS
ETHANAC ROAD EXTENSION
CONSTRUCTION**

THIS REIMBURSEMENT AGREEMENT (“Agreement”) is entered into as of this _____ day of _____, 20__, by and between the Western Riverside Council of Governments (“WRCOG”), a California joint powers authority and CITY OF PERRIS (“AGENCY”), a California municipal corporation. WRCOG and AGENCY are sometimes hereinafter referred to individually as “Party” and collectively as “Parties”.

RECITALS

A. WRCOG is the Administrator of the Transportation Uniform Mitigation Fee Program of Western Riverside County (“TUMF Program”).

B. WRCOG has identified and designated certain transportation improvement projects throughout Western Riverside County as projects of regional importance (“Qualifying Projects” or “Projects”). The Qualifying Projects are more specifically described in that certain WRCOG study titled “TUMF Nexus Study”, as may be amended from time to time. Qualifying Projects can have Regional or Zonal significance as further described in the TUMF Nexus Study.

C. The TUMF Program is funded by TUMF fees paid by new development in Western Riverside County (collectively, “TUMF Program Funds”). TUMF Program Funds are held in trust by WRCOG for the purpose of funding the Qualifying Projects.

D. The AGENCY proposes to implement a Qualifying Project, and it is the purpose of this Agreement to identify the project and to set forth the terms and conditions by which WRCOG will release TUMF Program Funds.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and subject to the conditions contained herein, the Parties hereby agree as follows:

1. Description of the Qualifying Project. This Agreement is intended to distribute TUMF Program Funds to the AGENCY for the Ethanac Road Extension (Goetz Rd. to Keystone), including bridge over the San Jacinto River (the “Project”), a Qualifying Project. The Work, including a timetable and a detailed scope of work, is more fully described in Exhibit “A” attached hereto and incorporated herein by reference and, pursuant to Section 20 below, is subject to modification if requested by the AGENCY and approved by WRCOG. The work shall be consistent with one or more of the defined WRCOG Call for Projects phases detailed herein as follows:

- 1) PA&ED – Project Approvals & Environmental Document
- 2) PS&E – Plans, Specifications and Estimates
- 3) R/W – Right of Way Acquisition and Utility Relocation

4) CON – Construction

2. WRCOG Funding Amount. WRCOG hereby agrees to distribute to AGENCY, on the terms and conditions set forth herein, a sum not to exceed Thirteen Million Eight Hundred Ninety Eight Thousand Dollars (**\$13,898,000.00**), to be used for reimbursing the AGENCY for eligible Project expenses as described in Section 3 herein (“Funding Amount”). The Parties acknowledge and agree that the Funding Amount may be less than the actual cost of the Project. Nevertheless, the Parties acknowledge and agree that WRCOG shall not be obligated to contribute TUMF Program Funds in excess of the maximum TUMF share identified in the TUMF Nexus Study (“Maximum TUMF Share”), as may be amended from time to time.

3. Project Costs Eligible for Advance/Reimbursement. The total Project costs (“Total Project Cost”) may include the following items, provided that such items are included in the scope of work attached hereto as Exhibit “A” (“Scope of Work”): (1) AGENCY and/or consultant costs associated with direct Project coordination and support; (2) funds expended in preparation of preliminary engineering studies; (3) funds expended for preparation of environmental review documentation for the Project; (4) all costs associated with right-of-way acquisition, including right-of-way engineering, appraisal, acquisition, legal costs for condemnation procedures if authorized by the AGENCY, and costs of reviewing appraisals and offers for property acquisition; (5) costs reasonably incurred if condemnation proceeds; (6) costs incurred in the preparation of plans, specifications, and estimates by AGENCY or consultants; (7) AGENCY costs associated with bidding, advertising and awarding of the Project contracts; (8) construction costs, including change orders to construction contract approved by the AGENCY; (9) construction management, field inspection and material testing costs; and (10) any AGENCY administrative cost to deliver the Project.

4. Ineligible Project Costs. The Total Project Cost shall not include the following items which shall be borne solely by the AGENCY without reimbursement: (1) any AGENCY administrative fees attributed to the reviewing and processing of the Project; and (2) expenses for items of work not included within the Scope of Work in Exhibit “A”.

5. Procedures for Distribution of TUMF Program Funds to AGENCY.

(a) Initial Payment by the AGENCY. The AGENCY shall be responsible for initial payment of all the Project costs as they are incurred. Following payment of such Project costs, the AGENCY shall submit invoices to WRCOG requesting reimbursement of eligible Project costs. Each invoice shall be accompanied by detailed contractor invoices, or other demands for payment addressed to the AGENCY, and documents evidencing the AGENCY’s payment of the invoices or demands for payment. Documents evidencing the AGENCY’S payment of the invoices shall be retained for four (4) years and shall be made available for review by WRCOG. The AGENCY shall submit invoices not more often than monthly and not less often than quarterly.

(b) Review and Reimbursement by WRCOG. Upon receipt of an invoice from the AGENCY, WRCOG may request additional documentation or explanation of the Project costs for which reimbursement is sought. Undisputed amounts shall be paid by WRCOG to the AGENCY within thirty (30) days. In the event that WRCOG disputes the eligibility of the

AGENCY for reimbursement of all or a portion of an invoiced amount, the Parties shall meet and confer in an attempt to resolve the dispute. If the meet and confer process is unsuccessful in resolving the dispute, the AGENCY may appeal WRCOG's decision as to the eligibility of one or more invoices to WRCOG's Executive Director. The WRCOG Executive Director shall provide his/her decision in writing. If the AGENCY disagrees with the Executive Director's decision, the AGENCY may appeal the decision of the Executive Director to the full WRCOG Executive Committee, provided the AGENCY submits its request for appeal to WRCOG within ten (10) days of the Executive Director's written decision. The decision of the WRCOG Executive Committee shall be final. Additional details concerning the procedure for the AGENCY's submittal of invoices to WRCOG and WRCOG's consideration and payment of submitted invoices are set forth in Exhibit "B", attached hereto and incorporated herein by reference.

(c) Funding Amount/Adjustment. If a post Project audit or review indicates that WRCOG has provided reimbursement to the AGENCY in an amount in excess of the Maximum TUMF Share of the Project, or has provided reimbursement of ineligible Project costs, the AGENCY shall reimburse WRCOG for the excess or ineligible payments within 30 days of notification by WRCOG.

6. Increases in Project Funding. The Funding Amount may, in WRCOG's sole discretion, be augmented with additional TUMF Program Funds if the TUMF Nexus Study is amended to increase the maximum eligible TUMF share for the Project. Any such increase in the Funding Amount must be approved in writing by WRCOG's Executive Director. In no case shall the amount of TUMF Program Funds allocated to the AGENCY exceed the then-current maximum eligible TUMF share for the Project. No such increased funding shall be expended to pay for any Project already completed. For purposes of this Agreement, the Project or any portion thereof shall be deemed complete upon its acceptance by WRCOG's Executive Director which shall be communicated to the AGENCY in writing.

7. No Funding for Temporary Improvements. Only segments or components of the construction that are intended to form part of or be integrated into the Project may be funded by TUMF Program Funds. No improvement which is temporary in nature, including but not limited to temporary roads, curbs, tapers or drainage facilities, shall be funded with TUMF Program Funds, except as needed for staged construction of the Project.

8. AGENCY's Funding Obligation to Complete the Project. In the event that the TUMF Program Funds allocated to the Project represent less than the total cost of the Project, the AGENCY shall provide such additional funds as may be required to complete the Project.

9. AGENCY's Obligation to Repay TUMF Program Funds to WRCOG; Exception For PA&ED Phase Work. Except as otherwise expressly excepted within this paragraph, in the event that: (i) the AGENCY, for any reason, determines not to proceed with or complete the Project; or (ii) the Project is not timely completed, subject to any extension of time granted by WRCOG pursuant to the terms of this Agreement; the AGENCY agrees that any TUMF Program Funds that were distributed to the AGENCY for the Project shall be repaid in full to WRCOG, and the Parties shall enter into good faith negotiations to establish a reasonable repayment schedule and repayment mechanism. If the Project involves work pursuant to a PA&ED phase,

AGENCY shall not be obligated to repay TUMF Program Funds to WRCOG relating solely to PA&ED phase work performed for the Project.

10. AGENCY's Local Match Contribution. AGENCY local match funding is not required, as shown in Exhibit "A" and as called out in the AGENCY's Project Nomination Form submitted to WRCOG.

11. Term/Notice of Completion. The term of this Agreement shall be from the date first herein above written until the earlier of the following: (i) the date WRCOG formally accepts the Project as complete, pursuant to Section 6; (ii) termination of this Agreement pursuant to Section 15; or (iii) the AGENCY has fully satisfied its obligations under this Agreement. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement.

12. Representatives of the Parties. WRCOG's Executive Director, or his or her designee, shall serve as WRCOG's representative and shall have the authority to act on behalf of WRCOG for all purposes under this Agreement. The AGENCY hereby designates **John Pourkazemi, City Engineer**, or his or her designee, as the AGENCY's representative to WRCOG. The AGENCY's representative shall have the authority to act on behalf of the AGENCY for all purposes under this Agreement and shall coordinate all activities of the Project under the AGENCY's responsibility. The AGENCY shall work closely and cooperate fully with WRCOG's representative and any other agencies which may have jurisdiction over or an interest in the Project.

13. Expenditure of Funds by AGENCY Prior to Execution of Agreement. Nothing in this Agreement shall be construed to prevent or preclude the AGENCY from expending funds on the Project prior to the execution of the Agreement, or from being reimbursed by WRCOG for such expenditures. However, the AGENCY understands and acknowledges that any expenditure of funds on the Project prior to the execution of the Agreement is made at the AGENCY's sole risk, and that some expenditures by the AGENCY may not be eligible for reimbursement under this Agreement.

14. Review of Services. The AGENCY shall allow WRCOG's Representative to inspect or review the progress of the Project at any reasonable time in order to determine whether the terms of this Agreement are being met.

15. Termination.

(a) Notice. Either WRCOG or AGENCY may, by written notice to the other party, terminate this Agreement, in whole or in part, in response to a material breach hereof by the other Party, by giving written notice to the other party of such termination and specifying the effective date thereof. The written notice shall provide a 30 day period to cure any alleged breach. During the 30 day cure period, the Parties shall discuss, in good faith, the manner in which the breach can be cured.

(b) Effect of Termination. In the event that the AGENCY terminates this Agreement, the AGENCY shall, within 180 days, repay to WRCOG any unexpended TUMF

Program Funds provided to the AGENCY under this Agreement and shall complete any portion or segment of work for the Project for which TUMF Program Funds have been provided. In the event that WRCOG terminates this Agreement, WRCOG shall, within 90 days, distribute to the AGENCY TUMF Program Funds in an amount equal to the aggregate total of all unpaid invoices which have been received from the AGENCY regarding the Project at the time of the notice of termination; provided, however, that WRCOG shall be entitled to exercise its rights under Section 5(b), including but not limited to conducting a review of the invoices and requesting additional information. Upon such termination, the AGENCY shall, within 180 days, complete any portion or segment of work for the Project for which TUMF Program Funds have been provided. This Agreement shall terminate upon receipt by the non-terminating Party of the amounts due to it hereunder and upon completion of the segment or portion of Project work for which TUMF Program Funds have been provided.

(c) Cumulative Remedies. The rights and remedies of the Parties provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

16. Prevailing Wages. The AGENCY and any other person or entity hired to perform services on the Project are alerted to the requirements of California Labor Code Sections 1770 et seq., which would require the payment of prevailing wages were the services or any portion thereof determined to be a public work, as defined therein. The AGENCY shall ensure compliance with these prevailing wage requirements by any person or entity hired to perform the Project. The AGENCY shall defend, indemnify, and hold harmless WRCOG, its officers, employees, consultants, and agents from any claim or liability, including without limitation attorneys, fees, arising from its failure or alleged failure to comply with California Labor Code Sections 1770 et seq.

17. Progress Reports. WRCOG may request the AGENCY to provide WRCOG with progress reports concerning the status of the Project.

18. Indemnification.

(a) AGENCY Responsibilities. In addition to the indemnification required under Section 16, the AGENCY agrees to indemnify and hold harmless WRCOG, its officers, agents, consultants, and employees from any and all claims, demands, costs or liability arising from or connected with all activities governed by this Agreement including all design and construction activities, due to negligent acts, errors or omissions or willful misconduct of the AGENCY or its subcontractors. The AGENCY will reimburse WRCOG for any expenditures, including reasonable attorneys' fees, incurred by WRCOG, in defending against claims ultimately determined to be due to negligent acts, errors or omissions or willful misconduct of the AGENCY.

(b) WRCOG Responsibilities. WRCOG agrees to indemnify and hold harmless the AGENCY, its officers, agents, consultants, and employees from any and all claims, demands, costs or liability arising from or connected with all activities governed by this Agreement including all design and construction activities, due to negligent acts, errors or omissions or willful misconduct of WRCOG or its sub-consultants. WRCOG will reimburse the

AGENCY for any expenditures, including reasonable attorneys' fees, incurred by the AGENCY, in defending against claims ultimately determined to be due to negligent acts, errors or omissions or willful misconduct of WRCOG.

(c) Effect of Acceptance. The AGENCY shall be responsible for the professional quality, technical accuracy and the coordination of any services provided to complete the Project. WRCOG's review, acceptance or funding of any services performed by the AGENCY or any other person or entity under this Agreement shall not be construed to operate as a waiver of any rights WRCOG may hold under this Agreement or of any cause of action arising out of this Agreement. Further, the AGENCY shall be and remain liable to WRCOG, in accordance with applicable law, for all damages to WRCOG caused by the AGENCY's negligent performance of this Agreement or supervision of any services provided to complete the Project.

19. Insurance. The AGENCY shall require, at a minimum, all persons or entities hired to perform the Project to obtain, and require their subcontractors to obtain, insurance of the types and in the amounts described below and satisfactory to the AGENCY and WRCOG. Such insurance shall be maintained throughout the term of this Agreement, or until completion of the Project, whichever occurs last.

(a) Commercial General Liability Insurance. Occurrence version commercial general liability insurance or equivalent form with a combined single limit of not less than \$1,000,000.00 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Project or be no less than two times the occurrence limit. Such insurance shall:

(i) Name WRCOG and AGENCY, and their respective officials, officers, employees, agents, and consultants as insured with respect to performance of the services on the Project and shall contain no special limitations on the scope of coverage or the protection afforded to these insured;

(ii) Be primary with respect to any insurance or self-insurance programs covering WRCOG and AGENCY, and/or their respective officials, officers, employees, agents, and consultants; and

(iii) Contain standard separation of insured provisions.

(b) Business Automobile Liability Insurance. Business automobile liability insurance or equivalent form with a combined single limit of not less than \$1,000,000.00 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

(c) Professional Liability Insurance. Errors and omissions liability insurance with a limit of not less than \$1,000,000.00 Professional liability insurance shall only be required of design or engineering professionals.

(d) Workers' Compensation Insurance. Workers' compensation insurance with statutory limits and employers' liability insurance with limits of not less than \$1,000,000.00 each accident.

20. Project Amendments. Changes to the characteristics of the Project, including the deadline for Project completion, and any responsibilities of the AGENCY or WRCOG may be requested in writing by the AGENCY and are subject to the approval of WRCOG's Representative, which approval will not be unreasonably withheld, provided that extensions of time for completion of the Project shall be approved in the sole discretion of WRCOG's Representative. Nothing in this Agreement shall be construed to require or allow completion of the Project without full compliance with the California Environmental Quality Act (Public Resources Code Section 21000 *et seq.*; "CEQA") and the National Environmental Policy Act of 1969 (42 USC 4231 *et seq.*), if applicable, but the necessity of compliance with CEQA and/or NEPA shall not justify, excuse, or permit a delay in completion of the Project.

21. Conflict of Interest. For the term of this Agreement, no member, officer or employee of the AGENCY or WRCOG, during the term of his or her service with the AGENCY or WRCOG, as the case may be, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

22. Limited Scope of Duties. WRCOG's and the AGENCY's duties and obligations under this Agreement are limited to those described herein. WRCOG has no obligation with respect to the safety of any Project performed at a job site. In addition, WRCOG shall not be liable for any action of AGENCY or its contractors relating to the condemnation of property undertaken by AGENCY or construction related to the Project.

23. Books and Records. Each party shall maintain complete, accurate, and clearly identifiable records with respect to costs incurred for the Project under this Agreement. They shall make available for examination by the other party, its authorized agents, officers or employees any and all ledgers and books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or related to the expenditures and disbursements charged to the other party pursuant to this Agreement. Further, each party shall furnish to the other party, its agents or employees such other evidence or information as they may require with respect to any such expense or disbursement charged by them. All such information shall be retained by the Parties for at least four (4) years following termination of this Agreement, and they shall have access to such information during the four-year period for the purposes of examination or audit.

24. Equal Opportunity Employment. The Parties represent that they are equal opportunity employers and they shall not discriminate against any employee or applicant of reemployment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

25. Governing Law. This Agreement shall be governed by and construed with the laws of the State of California.

26. Attorneys' Fees. If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and costs of suit.

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

28. Headings. Article and Section Headings, paragraph captions or marginal headings contained in this Agreement are for convenience only and shall have no effect in the construction or interpretation of any provision herein.

29. Public Acknowledgement. The AGENCY agrees that all public notices, news releases, information signs and other forms of communication shall indicate that the Project is being cooperatively funded by the AGENCY and WRCOG TUMF Program Funds.

30. No Joint Venture. This Agreement is for funding purposes only and nothing herein shall be construed to make WRCOG a party to the construction of the Project or to make it a partner or joint venture with the AGENCY for such purpose.

31. Compliance With the Law. The AGENCY shall comply with all applicable laws, rules and regulations governing the implementation of the Qualifying Project, including, where applicable, the rules and regulations pertaining to the participation of businesses owned or controlled by minorities and women promulgated by the Federal Highway Administration and the Federal Department of Transportation.

32. Notices. All notices hereunder and communications regarding interpretation of the terms of this Agreement or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

If to AGENCY: City of Perris
 101 N. D Street
 Perris, CA 92570
 Attn: Clara Miramontes, City Manager
 Telephone: 951-943-6100
 Facsimile: 951-943-4246

If to WRCOG: Western Riverside Council of Governments
 3390 University Avenue; Suite 200
 Riverside, California 92501
 Attention: Christopher Gray, Deputy Executive Director
 Telephone: (951) 405-6710
 Facsimile: (951) 223-9720

Any notice so given shall be considered served on the other party three (3) days after deposit in the U.S. mail, first class postage prepaid, return receipt requested, and addressed to the

party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred regardless of the method of service.

33. Integration; Amendment. This Agreement contains the entire agreement between the PARTIES. Any agreement or representation respecting matters addressed herein that are not expressly set forth in this Agreement is null and void. This Agreement may be amended only by mutual written agreement of the PARTIES.

34. Severability. If any term, provision, condition or covenant of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.

35. Conflicting Provisions. In the event that provisions of any attached appendices or exhibits conflict in any way with the provisions set forth in this Agreement, the language, terms and conditions contained in this Agreement shall control the actions and obligations of the Parties and the interpretation of the Parties' understanding concerning the Agreement.

36. Independent Contractors. Any person or entities retained by the AGENCY or any contractor shall be retained on an independent contractor basis and shall not be employees of WRCOG. Any personnel performing services on the Project shall at all times be under the exclusive direction and control of the AGENCY or contractor, whichever is applicable. The AGENCY or contractor shall pay all wages, salaries and other amounts due such personnel in connection with their performance of services on the Project and as required by law. The AGENCY or consultant shall be responsible for all reports and obligations respecting such personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance and workers' compensation insurance.

37. Effective Date. This Agreement shall not be effective until executed by both Parties. The failure of one party to execute this Agreement within forty-five (45) days of the other party executing this Agreement shall render any execution of this Agreement ineffective.

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

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives to be effective on the day and year first above-written.

WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS

CITY OF PERRIS

By: _____ Date: _____
Dr. Kurt Wilson
Executive Director

By: _____ Date: _____
Clara Miramontes
City Manager

Approved to Form:

By: _____ Date: _____
Steven C. DeBaun
General Counsel

EXHIBIT “A”

SCOPE OF WORK

SCOPE OF WORK:

Construct Ethanac Road, a new four-lane (2-lanes in each direction), 450-foot bridge spanning the San Jacinto River, and construct a 3,500-foot extension of the Ethanac Road with connectivity west of the River. The new bridge includes a 10-foot wide multi-purpose trail below and five-foot wide protected bicycle lane on the bridge surface.

EXHIBIT “A-1”**ESTIMATE OF COST**

Phase	TUMF	LOCAL	TOTAL
PA&ED			
PS&E		\$4,425,000.00	\$4,425,000.00
RIGHT OF WAY			
CONSTRUCTION	\$13,898,000.00	\$18,798,000.00	\$32,696,000.00
TOTAL	\$13,898,000.00	\$23,223,000.00	\$37,121,000.00

EXHIBIT “A-2”
PROJECT SCHEDULE

TIMETABLE:

Phase	Estimated Completion Date	Estimated Cost	Comments
PA&ED			
PS&E	Nov. 2024	\$4,425,000.00	Pending env. Permitting agencies approval.
RIGHT OF WAY	Nov. 2024		Underway
CONSTRUCTION	Summer 2026	\$32,696,000.00	
TOTAL		\$37,121,000.00	

Elements of Compensation

EXHIBIT “B”

PROCEDURES FOR SUBMITTAL, CONSIDERATION AND PAYMENT OF INVOICES

1. For professional services, WRCOG recommends that the AGENCY incorporate this Exhibit “B-1” into its contracts with any subcontractors to establish a standard method for preparation of invoices by contractors to the AGENCY and ultimately to WRCOG for reimbursement of AGENCY contractor costs.
2. Each month the AGENCY shall submit an invoice for eligible Project costs incurred during the preceding month. The original invoice shall be submitted to WRCOG’s Executive Director with a copy to WRCOG’s Project Coordinator. Each invoice shall be accompanied by a cover letter in a format substantially similar to that of Exhibit “B-2”.
3. For jurisdictions with large construction projects (with the total construction cost exceeding \$10 million) under construction at the same time, may with the approval of WRCOG submit invoices to WRCOG for payment at the same time they are received by the jurisdiction. WRCOG must receive the invoice by the 5th day of the month in order to process the invoice within 30 days. WRCOG will retain 10% of the invoice until all costs have been verified as eligible and will release the balance at regular intervals not more than quarterly and not less than semi-annually. If there is a discrepancy or ineligible costs that exceed 10% of the previous invoice WRCOG will deduct that amount from the next payment.
4. Each invoice shall include documentation from each contractor used by the AGENCY for the Project, listing labor costs, subcontractor costs, and other expenses. Each invoice shall also include a monthly progress report and spreadsheets showing the hours or amounts expended by each contractor or subcontractor for the month and for the entire Project to date. Samples of acceptable task level documentation and progress reports are attached as Exhibits “B-4” and “B-5”. All documentation from the Agency’s contractors should be accompanied by a cover letter in a format substantially similar to that of Exhibit “B-3”.
5. If the AGENCY is seeking reimbursement for direct expenses incurred by AGENCY staff for eligible Project costs, the AGENCY shall provide the same level of information for its labor and any expenses as required of its contractors pursuant to Exhibit “B” and its attachments.
6. Charges for each task and milestone listed in Exhibit “A” shall be listed separately in the invoice.
7. Each invoice shall include a certification signed by the AGENCY Representative or his or her designee which reads as follows:

“I hereby certify that the hours and salary rates submitted for reimbursement in this invoice are the actual hours and rates worked and paid to the contractors or subcontractors listed.

Signed _____

Title _____

Date _____

Invoice No. _____

8. WRCOG will pay the AGENCY within 30 days after receipt by WRCOG of an invoice. If WRCOG disputes any portion of an invoice, payment for that portion will be withheld, without interest, pending resolution of the dispute, but the uncontested balance will be paid.
9. The final payment under this Agreement will be made only after: (I) the AGENCY has obtained a Release and Certificate of Final Payment from each contractor or subcontractor used on the Project; (ii) the AGENCY has executed a Release and Certificate of Final Payment; and (iii) the AGENCY has provided copies of each such Release to WRCOG.

EXHIBIT “B-1”
[Sample for Professional Services]

For the satisfactory performance and completion of the Services under this Agreement, Agency will pay the Contractor compensation as set forth herein. The total compensation for this service shall not exceed (____INSERT WRITTEN DOLLAR AMOUNT____) (\$__INSERT NUMERICAL DOLLAR AMOUNT__) without written approval of Agency’s City Manager [or applicable position] (“Total Compensation”).

1. ELEMENTS OF COMPENSATION.

Compensation for the Services will be comprised of the following elements: 1.1 Direct Labor Costs; 1.2 Fixed Fee; and 1.3 Additional Direct Costs.

1.1 DIRECT LABOR COSTS.

Direct Labor costs shall be paid in an amount equal to the product of the Direct Salary Costs and the Multiplier which are defined as follows:

1.1.1 DIRECT SALARY COSTS

Direct Salary Costs are the base salaries and wages actually paid to the Contractor's personnel directly engaged in performance of the Services under the Agreement. (The range of hourly rates paid to the Contractor's personnel appears in Section 2 below.)

1.1.2 MULTIPLIER

The Multiplier to be applied to the Direct Salary Costs to determine the Direct Labor Costs is _____, and is the sum of the following components:

1.1.2.1 Direct Salary Costs _____

1.1.2.2 Payroll Additives _____

The Decimal Ratio of Payroll Additives to Direct Salary Costs. Payroll Additives include all employee benefits, allowances for vacation, sick leave, and holidays, and company portion of employee insurance and social and retirement benefits, all federal and state payroll taxes, premiums for insurance which are measured by payroll costs, and other contributions and benefits imposed by applicable laws and regulations.

1.1.2.3 Overhead Costs _____

The Decimal Ratio of Allowable Overhead Costs to the Contractor Firm's Total Direct Salary Costs. Allowable Overhead Costs include general, administrative and overhead costs of maintaining and operating established offices, and consistent with established firm policies, and as defined in the Federal Acquisitions Regulations, Part 31.2.

Total Multiplier _____
(sum of 1.1.2.1, 1.1.2.2, and 1.1.2.3)

1.2 FIXED FEE.

1.2.1 The fixed fee is \$_____.

1.2.2 A pro-rata share of the Fixed Fee shall be applied to the total Direct Labor Costs expended for services each month, and shall be included on each monthly invoice.

1.3 ADDITIONAL DIRECT COSTS.

Additional Direct Costs directly identifiable to the performance of the services of this Agreement shall be reimbursed at the rates below, or at actual invoiced cost.

Rates for identified Additional Direct Costs are as follows:

<u>ITEM</u>	<u>REIMBURSEMENT RATE</u>
	<u>[__insert charges__]</u>
Per Diem	\$ /day
Car mileage	\$ /mile
Travel	\$ /trip
Computer Charges	\$ /hour
Photocopies	\$ /copy
Blueline	\$ /sheet
LD Telephone	\$ /call
Fax	\$ /sheet
Photographs	\$ /sheet

Travel by air and travel in excess of 100 miles from the Contractor's office nearest to Agency's office must have Agency's prior written approval to be reimbursed under this Agreement.

2. DIRECT SALARY RATES

Direct Salary Rates, which are the range of hourly rates to be used in determining Direct Salary Costs in Section 1.1.1 above, are given below and are subject to the following:

- 2.1 Direct Salary Rates shall be applicable to both straight time and overtime work, unless payment of a premium for overtime work is required by law, regulation or craft agreement, or is otherwise specified in this Agreement. In such event, the premium portion of Direct Salary Costs will not be subject to the Multiplier defined in Paragraph 1.1.2 above.
- 2.2 Direct Salary Rates shown herein are in effect for one year following the effective date of the Agreement. Thereafter, they may be adjusted annually to reflect the Contractor's adjustments to individual compensation. The Contractor shall notify Agency in writing prior to a change in the range of rates included herein, and prior to each subsequent change.

<u>POSITION OR CLASSIFICATION</u>	<u>RANGE OF HOURLY RATES</u>
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[__sample__]

Principal	\$.00 - \$.00/hour
Project Manager	\$.00 - \$.00/hour
Sr. Engineer/Planner	\$.00 - \$.00/hour
Project Engineer/Planner	\$.00 - \$.00/hour
Assoc. Engineer/Planner	\$.00 - \$.00/hour
Technician	\$.00 - \$.00/hour
Drafter/CADD Operator	\$.00 - \$.00/hour
Word Processor	\$.00 - \$.00/hour

- 2.3 The above rates are for the Contractor only. All rates for subcontractors to the Contractor will be in accordance with the Contractor's cost proposal.

3. INVOICING.

- 3.1 Each month the Contractor shall submit an invoice for Services performed during the preceding month. The original invoice shall be submitted to Agency's Executive Director with two (2) copies to Agency's Project Coordinator.
- 3.2 Charges shall be billed in accordance with the terms and rates included herein, unless otherwise agreed in writing by Agency's Representative.
- 3.3 Base Work and Extra Work shall be charged separately, and the charges for each task and Milestone listed in the Scope of Services, shall be listed separately. The charges for each individual assigned by the Contractor under this Agreement shall be listed separately on an attachment to the invoice.

- 3.4 A charge of \$500 or more for any one item of Additional Direct Costs shall be accompanied by substantiating documentation satisfactory to Agency such as invoices, telephone logs, etc.
- 3.5 Each copy of each invoice shall be accompanied by a Monthly Progress Report and spreadsheets showing hours expended by task for each month and total project to date.
- 3.6 If applicable, each invoice shall indicate payments to DBE subcontractors or supplies by dollar amount and as a percentage of the total invoice.
- 3.7 Each invoice shall include a certification signed by the Contractor's Representative or an officer of the firm which reads as follows:

I hereby certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed.

Signed _____
Title _____
Date _____
Invoice No. _____

4. PAYMENT

- 4.1 Agency shall pay the Contractor within four to six weeks after receipt by Agency of an original invoice. Should Agency contest any portion of an invoice, that portion shall be held for resolution, without interest, but the uncontested balance shall be paid.
- 4.2 The final payment for Services under this Agreement will be made only after the Contractor has executed a Release and Certificate of Final Payment.

EXHIBIT B-2
Sample Cover Letter to WRCOG

Date
Western Riverside Council of Governments
3390 University Avenue; Suite 450
Riverside, California 92501
Attention: Deputy Executive Director
ATTN: Accounts Payable

Re: Project Title - Invoice #__

Enclosed for your review and payment approval is the AGENCY's invoice for professional and technical services that was rendered by our contractors in connection with the 2002 Measure "A" Local Streets and Roads Funding per Agreement No. _____ effective (Month/Day/Year) . The required support documentation received from each contractor is included as backup to the invoice.

Invoice period covered is from Month/Date/Year to Month/Date/Year .

Total Authorized Agreement Amount:	\$0,000,000.00
Total Invoiced to Date:	\$0,000,000.00
Total Previously Invoiced:	\$0,000,000.00
Balance Remaining:	\$0,000,000.00

Amount due this Invoice:	\$0,000,000.00 =====
---------------------------------	--------------------------------

I certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the contractors listed.

By: _____
Name
Title

cc:

EXHIBIT B-3
Sample Letter from Contractor to AGENCY

Month/Date/Year

Western Riverside Council of Governments
3390 University Avenue; Suite 200
Riverside, California 92501
Attention: Deputy Executive Director
Attn: Accounts Payable

Invoice # _____

For **[type of services]** rendered by **[contractor name]** in connection with **[name of project]**
This is per agreement No. XX-XX-XXX effective Month/Date/Year .

Invoice period covered is from Month/Date/Year to Month/Date/Year .

Total Base Contract Amount:	\$000,000.00
Authorized Extra Work (if Applicable)	\$000,000.00

TOTAL AUTHORIZED CONTRACT AMOUNT:	\$000,000.00
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Total Invoice to Date:	\$000,000.00
Total Previously Billed:	\$000,000.00
Balance Remaining:	\$000,000.00

Amount Due this Invoice:	\$000,000.00
	=====

I certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed,

By: _____
Name
Title

EXHIBIT B-4
SAMPLE TASK SUMMARY SCHEDULE
(OPTIONAL)

EXHIBIT B-5
Sample Progress Report

REPORTING PERIOD: Month/Date/Year to Month/Date/Year
PROGRESS REPORT: #1

A. Activities and Work Completed during Current Work Periods

TASK 01 – 100% PS&E SUBMITTAL

1. Responded to Segment 1 comments from Department of Transportation
2. Completed and submitted Segment 1 final PS&E

B. Current/Potential Problems Encountered & Corrective Action

Problems	Corrective Action
None	None

C. Work Planned Next Period

TASK 01 – 100% PS&E SUBMITTAL

1. Completing and to submit Traffic Signal and Electrical Design plans
2. Responding to review comments

Attachment

TUMF Reimbursement
Agreement – Sun Lakes
Boulevard Extension
Project – Amendment #1

**AMENDMENT NO. 1 TO TRANSPORTATION UNIFORM MITIGATION FEE
PROGRAM AGREEMENT**

SUN LAKES BOULEVARD EXTENSION PROJECT

PA&ED, PS&E AND CONSTRUCTION PHASES

This Amendment No.1 to Transportation Uniform Mitigation Fee Program Agreement (“Amendment No. 1”) is entered into this ____ day of _____, 202_, by and between the WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS (“WRCOG”) and City of Banning, a California municipal corporation (“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 June 12, 2020 (“Agreement”). The Agreement provides the terms and conditions, scope of work, schedule and funding amount for the construction of the Sun Lakes Boulevard Extension (hereinafter the “Project”).

B. The Parties desire to amend the Agreement, as amended by Amendment No. 1 by increasing the funding amount pursuant to Sections 6 and 33 of the Agreement.

C. Funds are being increased for this Project because new funding has become available.

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 No.1 is hereby increased by **\$12,000,000 (TWELVE MILLION DOLLARS)** from **\$1,000,000 (ONE MILLION DOLLARS)** to an amount not to exceed **\$13,000,000 (THIRTEEN MILLION DOLLARS)**.

2. The foregoing increase in the Funding Amount is within the Maximum TUMF Share.

3. Exhibits “A”, “A-1”, and “A-2” of the Agreement are hereby replaced in their entirety by Exhibits “A”, “A-1”, and “A-2” of this Amendment No. 1, which are attached hereto and incorporated by reference.

4. The above-stated Recitals are hereby fully incorporated into this Amendment No. 1.

5. Except to the extent specifically modified or amended hereunder, all of the terms, covenants and conditions of the Agreement as amended, shall remain in full force and effect between the Parties hereto.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 1 to be executed by their duly authorized representatives to be effective on the day and year first written above.

WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS

CITY OF BANNING

By: _____
Dr. Kurt Wilson, Executive Director

By: _____
Doug Schulze, City Manager

Approved to Form:

Approved to Form:

By: _____
Steven C. DeBaun
General Counsel

By: _____
Serita Young, City Attorney

Attest:

By: _____
Caroline Patton, Administrative City
Clerk

Exhibit A

SCOPE OF SERVICES

1. SCOPE OF WORK:

PA&ED and PSE Phases

- Project Management
- Project Development
- Preliminary Engineering Design
- Environmental Documentation
- Final Design Reports and Studies
- Final Design Plans, Specifications, and Estimates
- Permitting
- Bidding/Construction Support

CON Phase

- Construction Management
- Field Inspection
- Materials Testing
- Construction costs, including change order to construction contract
 - Improvement of 1.01 miles of roadway between Highland Home Road and Sunset Ave
 - 4 vehicle lanes (2 in each direction) within a 110 right of way. Scope includes road base, asphalt, concrete median curb, curb and gutter, sidewalk, street lights, signage, and striping
 - Drainage improvements to collect and convey stormwater on the roadway to project culverts
 - Relocation of non-agency owned utilities
- Construction Inspection

EXHIBIT “A-1”
ESTIMATE OF COST

Phase	TUMF	LOCAL	TOTAL
PA&ED	\$500,000	0	\$500,000
PS&E	\$500,000	0	\$500,000
RIGHT OF WAY	0	0	0
CONSTRUCTION	\$12,000,000	0	\$12,000,000
TOTAL	\$13,000,000	0	\$13,000,000

EXHIBIT “A-2”**PROJECT SCHEDULE****TIMETABLE:**

Phase	Estimated Completion Date	Estimated Cost	Comments
PA&ED	12/31/24	\$500,000	95% Plans Complete
PS&E	12/31/24	\$500,000	95% Plans Complete
RIGHT OF WAY	N/A	N/A	
CONSTRUCTION	12/31/27	\$30,000,000	Include RCTC Mara Funding
TOTAL		\$31,000,000	



Western Riverside Council of Governments WRCOG Executive Committee

Staff Report

Subject: Approval of a Memorandum of Understanding between WRCOG and SCAG for the Regional Early Action Planning 2.0 Grant Subregional Partnership Program

Contact: Christopher Tzeng, Program Manager, ctzeng@wrcog.us, (951) 405-6711

Date: December 2, 2024

Recommended Action(s):

1. Authorize the Executive Director to execute a Memorandum of Understanding, substantially as to form, with SCAG for the Regional Early Action Planning 2.0 Subregional Partnership 2.0 Program Grant.
2. Adopt Resolution Number 31-24; A Resolution of the Executive Committee of the Western Riverside Council of Governments approving an agreement to receive funding from the Regional Early Action Planning Grant Program of 2021.

Summary:

SCAG's Regional Early Action Planning (REAP) Grants 2.0 Program seeks to accelerate progress toward State housing goals and climate commitments through a strengthened partnership between the State, its regions, and local entities. Through the Subregional Partnership Program, WRCOG is set to receive approximately \$1.6M. WRCOG has received approval from SCAG for projects eligible to utilize REAP funding. Signing a Memorandum of Understanding (MOU) allows WRCOG to begin work on the projects, while adopting the resolution enables WRCOG to access funding from the REAP 2.0 Program.

Purpose / WRCOG 2022-2027 Strategic Plan Goal:

The purpose of this item is to reintroduce the REAP 2.0 Subregional Partnership 2.0 Program Grant. This item aligns with WRCOG's 2022-2027 Strategic Plan Goal #2 (Identify and help secure grants and other potential funding opportunities for projects and programs that benefit member agencies.).

Discussion:

Background

The REAP 2.0 Program was established as part of the 2021 California Comeback Plan under AB 140 and builds on REAP 1.0, which was established in 2019, but expands the Program focus by integrating housing and climate goals. The Program objectives for REAP 2.0 are as follows:

1. Accelerate infill development that facilitates housing supply, choice, and affordability;

2. Affirmatively Further Fair Housing; and
3. Reduce VMT.

Present Situation

For this effort, the State has made approximately \$560M available state-wide to fund REAP Programs. Of that, SCAG is set to receive approximately \$231.5M. A majority of this funding will be made available to eligible entities through the following programmatic funding areas: 1) Transportation Partnership Programs; 2) Partnerships to Affirmatively Transform Homes; and 3) Subregional Partnership Program (SRP) 2.0. The SRP 2.0 Program will allocate approximately \$23M to subregional councils of governments (COGs) on a non-competitive basis for activities supporting cities and counties to implement projects and programs identified in their Housing Elements. The SRP approach supports housing element implementation and creates a means for local efforts to align with SCAG's regional plans, implement the infill and VMT reduction goals of the Connect SoCal Plan, and support State planning goals.

WRCOG Eligibility

WRCOG is eligible to receive up to \$1.6M in SRP funding. Other COGs and some counties, including Riverside County, have been allocated funding separate from the WRCOG allotment. This amount is based on a non-competitive allocation formula set by SCAG. WRCOG prepared an application to SCAG to secure its funding and also identified a list of projects.

Proposed Preliminary Project List

Based on discussion with SCAG staff, WRCOG member agencies, and past experience with REAP 1.0, WRCOG has developed a preliminary project list to include in the application for REAP funding. The project list is provided below and includes eligible activities as identified in the SCAG REAP 2.0 SRP Guidelines.

- **Pro-housing Designation:** WRCOG is seeking to assist any jurisdiction interested in pursuing California Department of Housing and Community Development's (HCD) Pro-housing Designation. Local governments with Pro-housing Designations are eligible to apply for the new Pro-housing Incentives Program - a grant program with \$2M in State funding. Additionally, local governments with the Pro-housing Designation receive priority processing or funding points when applying for several funding programs, including the Infill Infrastructure grant and the Transformative Climate Communities grant. It is expected that additional transportation and planning funding opportunities will integrate the Pro-housing Designation as an incentive, if not a requirement, for eligibility. WRCOG will provide assistance with application development, submittal, and addressing HCD's comments towards a successful submission.
- **Local Housing Assistance:** Building on the success of the local housing assistance provided to jurisdictions utilizing REAP 1.0 funds, WRCOG will continue this type of customized assistance. The specific activities will vary jurisdiction-to-jurisdiction. The steps to attain assistance are: 1) Jurisdictions will submit a project description to WRCOG that will require SCAG approval; 2) Development of a Scope of Work by jurisdictions that will require SCAG approval; 3) An Agreement between WRCOG and the jurisdiction will be executed, just like for REAP 1.0 assistance; and 4) WRCOG will utilize one of the consultants from the on-call planning bench to carry out the requested activity. The key distinction between the assistance provided with REAP

1.0 funds and REAP 2.0 funds is the type of activities that are deemed eligible. Eligible REAP SRP 2.0 activities focus on the implementation of housing elements as a means of investing in actions to accelerate infill development that facilitates housing supply, choices, and affordability, while affirmatively furthering fair housing, and reducing VMT. WRCOG reviewed a sample of Housing Elements from various jurisdictions to better understand the types of programs that would be implemented and potential opportunities to provide assistance. Examples of activities include municipal code updates, anti-displacement policies, rezoning, and other updates to general and specific plans.

- Additional activities may be considered based on the feedback from member agencies.

Next Steps

Delays have been encountered based on the proposed budget cuts at the state level and the budget negotiations that followed. This has resulted in a reduced timeline to utilize the REAP 2.0 funds. All REAP 2.0 activities must be complete by June 2026 and a MOU and resolution must be executed between WRCOG and SCAG in order for WRCOG to commence work on the projects and to receive funding from the REAP 2.0 program. The action requested is for the WRCOG Executive Committee to authorize the Executive Director to execute the MOU and resolution, substantially as to form. WRCOG reviewed the template MOU and resolution in April 2024 and did not have substantial comments. SCAG is working to finalize the MOU and resolution, with an expected final version of both in mid-December. The request is coming to the Committee at the December 2024 meeting in order for WRCOG to commence activities immediately following the execution of the MOU and resolution. Enabling the execution of the MOU and resolution in December 2024 expedites the ability of WRCOG member jurisdictions to attain assistance, with the goal of completing the assistance in 17 months.

Prior Action(s):

March 6, 2023: The Executive Committee directed staff to submit a grant application to the Southern California Association of Governments for the SRP under REAP 2.0 Program in the amount of \$1.6M.

Financial Summary:

Activities related to REAP 2.0 were not originally included in WRCOG's Fiscal Year 2024/2025 budget due to the uncertainty of funding; therefore, once the MOU is approved, WRCOG will include REAP-related funding for the remainder of the fiscal year in the upcoming mid-year budget amendment.

Attachment(s):

[Attachment 1 - REAP 2.0 SRP 2.0 MOU](#)

[Attachment 2 - Resolution Number 31-24 approving the execution of an Agreement to receive REAP funding.pdf](#)

Attachment

REAP 2.0 Subregional Partnership
Program 2.0 MOU

MEMORANDUM OF UNDERSTANDING
No. M-0XX-25

BETWEEN THE
SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS
AND WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
FOR REAP 2.0 SUBREGIONAL PARTNERSHIP 2.0 PROGRAM GRANT

(SCAG Project/OWP No. XXX-XXXX)

This Memorandum of Understanding (“MOU”) is entered into by and between the **Southern California Association of Governments** (“SCAG”) and **Western Riverside Council of Governments** (“Sub-Recipient”), for a Subregional Partnership (“SRP”) 2.0 Program Grant. SCAG and Sub-Recipient may be individually referred to as “Party” and collectively as “Parties.”

RECITALS

WHEREAS, the Regional Early Action Planning Grants Program of 2021 (“REAP 2.0”) was established with a principal goal to make funding available to Metropolitan Planning Organizations (“MPO”) and other regional entities for transformative planning and implementation activities that meet housing and equity goals, reduce Vehicle Miles Traveled per capita, and advance implementation of the region’s Sustainable Communities Strategy or Alternative Planning Strategy, as applicable;

WHEREAS, the California Department of Housing and Community Development (“HCD”) administers REAP 2.0 in accordance with Health and Safety Code sections 50515.06 to 50515.10 (“Statutes”) and REAP 2.0 guidelines for MPO applicants released by HCD pursuant to the Statutes (“REAP 2.0 Guidelines”);

WHEREAS, SCAG is the federally designated MPO for Southern California, primarily responsible for the development of a Regional Transportation Plan/Sustainable Communities Strategy (“RTP/SCS” also known as “Connect SoCal”) for the counties of Imperial, Los Angeles, Orange, San Bernardino, Riverside, and Ventura;

WHEREAS, HCD awarded funds to SCAG under REAP 2.0;

WHEREAS, SCAG’s Regional Council authorized funding for the SRP 2.0 Program and approved the guidelines for the SRP 2.0 Program (“Program Guidelines”);

WHEREAS, SCAG released a Call for Applications for the SRP 2.0 Program;

WHEREAS, Sub-Recipient, eligible for funds under the SRP 2.0 Program, developed and submitted the following proposed projects for the SRP 2.0 Program (collectively “Projects”);

[List Each Funded Project]

WHEREAS, SCAG reviewed the Sub-Recipient’s Projects and determined the Projects to be consistent with the REAP 2.0 Guidelines and Program Guidelines, and approved the Projects to receive funding; and

WHEREAS, the purpose of this MOU is to describe the responsibilities of the Parties.

NOW THEREFORE, IT IS MUTUALLY AGREED THAT:

1. Recitals and Exhibits

The Recitals and all exhibits referred to in this MOU are incorporated herein by this reference and made a part of the provisions of this MOU.

2. Term

The Term of this MOU shall begin on the Effective Date and continue until [Expiration Date (date can be no later than November 30, 2025)], (“Completion Date”), unless terminated earlier as provided herein. Time is of the essence in the performance of services under this MOU.

3. Scope of Work and Sub-Recipient’s Responsibilities

- a. Sub-Recipient shall be responsible for implementing the Projects in accordance with the “Scopes of Work” attached as: [NOTE: for each individual project include a separate Scope of Work that includes the Project Description and Final Deliverables]

Exhibit A-1 - [Project Name]

Exhibit A-2 - [Project Name]

- b. Interim deliverables and tasks for each project, including sub-allocated budgets and schedules, required to implement the Scopes of Work shall be documented using the Scope of Work Approval Form, attached as Exhibit B (“SOW Approval Form”). The SOW Approval Form(s) must be signed by SCAG Project Manager, SCAG Department Manager, SCAG Deputy Director or their designee and Sub-Recipient prior to the performance of the work outlined in the SOW Approval Form(s). The SOW Approval Form(s) may be signed by way of a manual or authorized digital signature, or a signature stamp. The SOW Approval Form(s) may be used to document interim deliverables and interim deliverable budgets and schedules but may not be used to modify the deliverables and budget noted in this MOU. The SOW Approval Form(s) may be amended subject to approval by SCAG. No amendment to the SOW Approval Form(s) shall be valid unless made in writing and signed by the Parties. If there is a conflict between the SOW Approval Form(s) and this MOU, this MOU shall prevail.
- c. Sub-Recipient must demonstrate a clear and significant nexus to all the REAP 2.0 Goals and Objectives including the definition of infill contained therein as described in Section 9 of this MOU, and must carry out the Projects to meet the REAP 2.0 Goals and Objectives. Any lack of action or action inconsistent with REAP 2.0 Goals and Objectives may result in review and could be subject to modification of funding, termination of this MOU, and repayment of the Grant Funds.
- d. In compliance with Section 3.e., Sub-Recipient shall procure and manage one or more Consultants to ensure the Scopes of Work, as outlined in the most current fully executed SOW Approval

Form(s), are fully performed and the Projects are completed in compliance with this MOU and all applicable laws and regulations.

- e. As a recipient of federal and state funds, SCAG has the responsibility for ensuring that its procurement process complies with all applicable federal, state and funding requirements. For all agreements entered into containing funds provided under this MOU or to perform work under this MOU, Sub-Recipient shall procure in compliance with all applicable federal, state, and local laws and regulations. All REAP 2.0 funded procurements must be conducted using a fair and competitive procurement process and sole source procurements are expressly prohibited. [Add if Monitored Procurement based on Risk Assessment:] Sub-Recipient is required pursuant to this MOU to procure all Services in the Scope of Work and SOW Approval Form(s) on a “monitored” basis, subject to provisions outlined in the “Monitored Sub-Recipient Requirements,” attached as Exhibit E.
- f. The term “Consultant(s)” shall hereinafter refer to all entities that Sub-Recipient procures, manages, or otherwise enters into contracts or agreements with, in furtherance of the Projects or this MOU regardless of the timing, nature of service/work provided or type of organization, including but not limited to government entities, political subdivisions, subrecipients, consultants, contractors, service providers, suppliers, independent contractors, professionals, managers, architects, engineers, and subcontractors.
- g. Upon request, Sub-Recipient shall provide information to the SCAG Project Manager regarding any existing solicitation including but not limited to Requests for Proposals, Invitation for Bids, Request for Qualifications, and Requests for Quotation (collectively “RFP”). For new RFPs developed or finalized after the Effective Date of this MOU, Sub-Recipient shall provide information to the SCAG Project Manager and obtain SCAG Project Manager’s written approval on any final RFP prior to its issuance. SCAG may require documentation of RFPs and Notices to Proceed before approval of invoice reimbursement.
- h. When requested, Sub-Recipient shall provide other related documentation of compliance, as determined by SCAG, with applicable procurement requirements and terms and conditions of this MOU within ten (10) days of the request.
- i. Sub-Recipient shall be responsible for conducting a complete detailed review: of Consultant(s)’ invoices prior to payment. The review shall include, but not be limited to, ensuring: (1) the work included in the invoice is correctly invoiced and supported; (2) hours worked equal hours invoiced; (3) charged rates are equal to the contracted rates; (4) materials and services were received; and (5) that the work performed is consistent with the Scopes of Work. Upon review, Sub-Recipient shall pay Consultant(s)’ invoices prior to submitting invoices to SCAG for reimbursement.
- j. Sub-Recipient shall be accountable to SCAG and HCD to ensure Consultant(s)’ performance. Sub-Recipient’s Project Manager shall be responsible for final approval of Consultant(s)’ deliverables consistent with the Scopes of Work, as outlined in the most current fully executed SOW Approval Form(s); provided, however, that prior to approving a deliverable from the Consultant(s), Sub-Recipient’s Project Manager shall consult with SCAG’s Project Manager.

- k. Any and all notices, reports, or other communications required by this MOU, including but not limited to invoices, accounting reports, supporting documentation, and monitoring reports, shall be submitted under the penalty of perjury.
- l. Sub-Recipient shall be responsible for ensuring compliance with all applicable California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) requirements, and, as applicable, shall serve as the implementing agency for environmental approval(s).

4. Project Management

- a. All work under this MOU shall be coordinated with SCAG and Sub-Recipient through the Project Managers.
- b. For purposes of this MOU, SCAG designates the following individual(s) as its Project Manager:

[Name]
[Title]
[Number]
[Email]

SCAG reserves the right to change this designation.

- c. For purposes of this MOU, Sub-Recipient designates the following individual(s) as its Project Manager:

[Name]
[Title]
[Number]
[Email]

Sub-Recipient reserves the right to change this designation upon written notice to SCAG.

5. Funding

- a. SCAG's contribution to the Projects is funded wholly with REAP 2.0 funds, in an amount not to exceed \$xxx ("Grant Funds"). The individual Projects shall be funded as follows ("Project Funds"): [NOTE: for each individual project list the project name and project budget]

[Project Name] – [Project Budget]
[Project Name] – [Project Budget]

- b. SCAG shall not be obligated to make payments for any costs that exceed the Project Funds for that Project or the Grant Funds for the Projects. SCAG shall not be obligated to pay for any increase in costs which exceeds the budgets included in this MOU and the most current fully executed SOW Approval Form(s), the Project Funds for that Project, or the Grant Funds for the Projects. SCAG shall not be obligated to make payments from any source other than funds provided by HCD to

SCAG pursuant to REAP 2.0. In the event HCD terminates its agreement to provide funds or reduces the funds provided, SCAG shall have the right to terminate this MOU, in accordance with Section 17, or to amend this MOU to reflect the changes in funding.

- c. SCAG shall make payments to Sub-Recipient only for work performed as part of the Scopes of Work, as outlined in the most current fully executed SOW Approval Form(s), and consistent with REAP 2.0 Goals and Objectives, REAP 2.0 Guidelines, and Program Guidelines.
- d. SCAG reserves the right, in its sole discretion, to discontinue funding any one or more of the Projects and/or terminate this MOU as described in Section 17.
- e. Any costs for which Sub-Recipient receives reimbursement or credit that is determined by a subsequent audit or other review by either SCAG, HCD, other State authorities or federal cognizant agency to be ineligible or otherwise unallowable, are to be repaid by Sub-Recipient within thirty (30) calendar days of Sub-Recipient receiving notice or a written demand for reimbursement from SCAG. Such repayment may include interest, penalties or related fees, as determined by HCD or other State authorities. Should Sub-Recipient fail to reimburse unallowable costs due to SCAG within thirty (30) calendar days of demand, or within such other period as may be agreed between both parties hereto, SCAG is authorized to withhold and/or off-set future payments to Sub-Recipient.

6. Invoices

- a. This MOU is a Cost Reimbursement agreement. Amounts claimed must reflect the actual incurred and paid cost of completed work. The actual incurred and paid costs may not exceed each Projects' budgets set forth in this MOU and the most current fully executed SOW Approval Form(s). All invoices submitted to SCAG for payment shall be e-mailed to accountspayable@scag.ca.gov and copy the SCAG Project Manager (file cannot exceed 10MB). All invoices submitted to SCAG for the Projects shall reference the OWP Project Number (OWP No. XXX-XXXX). A separate invoice must be submitted for each individual Project.
- b. By the twenty-first day following the start of a new month (i.e., January 21, February 21, March 21), Sub-Recipient shall submit an invoice for each Project to SCAG using the "Invoice Report" attached as Exhibit C. The Invoice Report must be submitted in both PDF format and the Excel file provided by SCAG. The Invoice Report contains a progress report portion which serves to confirm that the services have been performed and can be paid. All invoiced costs must be substantiated, by providing documented support for the expense incurred, such as copies of payroll reports, paid invoices, and proof of payment. The invoice progress report shall serve as the formal progress report for the Project and shall be signed by the Sub-Recipient. The progress report shall include, in narrative form, a description of services performed by Sub-Recipient's staff and Consultant(s) as well as progress toward completion of tasks related to the Projects for the invoiced period and progress achieved toward the REAP 2.0 Goals and Objectives. SCAG shall review the Invoice Report for compliance with this MOU. If SCAG determines that the Invoice Report is compliant with this MOU, SCAG shall approve the Invoice Report and issue payment to the Sub-Recipient. If SCAG determines that the Invoice Report is not compliant with this MOU or the most current fully executed SOW Approval Form, SCAG may withhold and/or off-set future payment(s) to the Sub-Recipient.

- c. Incomplete or inaccurate invoices may be returned to Sub-Recipient for correction without payment until corrected and approved. SCAG may, at its discretion, disallow any unsupported costs and process the invoice. If Sub-Recipient corrects the error, the disallowed items can be included in the next set of invoices.
- d. Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Human Resources for similar employees (i.e. non-represented employees) unless written verification is supplied that government hotel rates were not then commercially available to Sub-Recipient, and its Consultant(s) at the time and location required as specified in the California Department of Transportation's Travel Guide Exception Process, which can be found at the following link: http://www.dot.ca.gov/hq/asc/travel/ap_b/bu1.htm. Also, a summary of travel reimbursement rules is accessible through the aforementioned link.
- e. The Parties acknowledge that SCAG's fiscal year is from July 1 to June 30. Sub-Recipient agrees to submit all invoices to SCAG for services rendered through June 30th, no later than July 21st during the Term of this MOU. SCAG shall not be obligated to pay Sub-Recipient for any invoice received after such date.
- f. Sub-Recipient shall submit its final invoice to SCAG within thirty (30) days of the completion of each individual Project, but no later than within thirty (30) days after all Grant Funds have been expended, whichever is first. SCAG shall not be obligated to pay Sub-Recipient for any invoice received after such date.
- g. Sub-Recipient will require that its Consultant(s) pay any contractors and subcontractors for satisfactorily completed work no later than ten (10) days of receipt of each payment from Sub-Recipient. The ten (10) calendar days period is applicable unless a shorter period is required by applicable law.

7. Reporting

- a. At any time during the term of this MOU, SCAG may request additional information, as needed, to demonstrate satisfaction of all requirements identified in the MOU and the most current fully executed SOW Approval Form.
- b. By February 10 of each year following receipt of funding pursuant to this MOU, Sub-Recipient shall submit an Annual Report using the "Report Template," attached as Exhibit D. Sub-Recipient shall submit a separate Annual Report for each Project. The Annual Report shall include, in narrative form, a description of services performed by Sub-Recipient's staff and Consultant(s) as well as progress toward completion of tasks related to each Project for the prior year, a reporting of all costs incurred for that period, and progress achieved toward the REAP 2.0 Goals and Objectives.
- c. When a Project is finalized, and no later than the Completion Date, Sub-Recipient shall submit a Close-Out Report for the Project. At the time of the execution of this MOU, HCD has not provided the requirements for the Close-Out Report due to HCD by all grantees at the conclusion of the grant performance period. Therefore, the Close-Out Report format required by SCAG of Sub-Recipient is not available at this time, but will be provided when it becomes available.

- d. All reports submitted to SCAG shall reference the OWP Project Number (OWP No. XXX-XXXX).

8. Accounting

- a. Sub-Recipient shall establish and maintain an accounting system and reports that properly accumulate incurred Project costs by line. The accounting system shall conform to Generally Accepted Accounting Principles (“GAAP”), enable the determination of incurred costs as interim points of completion, and provide support for payment vouchers and invoices.
- b. Sub-Recipient shall establish a separate ledger account for receipts and expenditures of Project Funds and Grant Funds and maintain expenditure details in accordance with the Scopes of Work, as outlined in the most current fully executed SOW Approval Form(s), for each Project.
- c. Sub-Recipient shall maintain documentation of its normal procurement policy and competitive procurement bid process and completed procurements and financial records of expenditures incurred during the course of the Projects in accordance with GAAP.

9. Allowable Uses of Grant Funds

- a. Project Funds and Grant Funds shall be expended in compliance with the REAP 2.0 Goals and Objectives, and as required meets the definition for “Infill,” as provided in the State REAP 2.0 Guidelines.
 - i. REAP 2.0 Goals (“Goals”) are to invest in housing, planning, and infill housing-supportive infrastructure across the entire state in a manner that reduces Vehicle Miles Traveled (“VMT”), increases housing affordability, and advances equity. More detailed information on the Goals can be found in Section 201 of the [REAP 2.0 Notice of Funding Availability \(“NOFA”\) and Final Guidelines for MPO Applicants](#) and are made a part of the provisions of this MOU as if set forth in full.
 - ii. REAP 2.0 Objectives (“Objectives”) include: (1) accelerating infill development that facilitates housing supply, choice, and affordability; (2) Affirmatively Furthering Fair Housing; (3) reducing vehicle miles traveled. More detailed information on the Objectives can be found in Section 202 of the [REAP 2.0 NOFA and Final Guidelines for MPO Applicants](#) and are made a part of the provisions of this MOU as if set forth in full.
- b. Project Funds and Grant Funds shall only be used by Sub-Recipient for activities approved by SCAG and included in the Scopes of Work, as outlined in the most current fully executed SOW Approval Form(s).
- c. Project Funds and Grant Funds may not be used for administrative costs of persons employed by Sub-Recipient for activities not directly related to eligible activities.
- d. Sub-Recipient shall use no more than X percent (X%) of the Project Funds for administrative costs related to a Project, or a maximum of XXX (\$XXX), whichever is lower. For purposes of this MOU, administrative costs are the costs incurred in direct support of grant administration that are

not included in the organization's indirect cost pool. Additional funds may be used from other sources solely contributed by Sub-Recipient to support Sub-Recipient's administration of the Projects.

- i. To be eligible for administrative costs, Sub-Recipient must have clearly indicated if funds would be used towards administrative costs on or before the date the initial SOW Approval Form is fully executed by both parties or within 30 days after the execution of this MOU, whichever is first.
- ii. If Sub-Recipient is seeking reimbursement for indirect costs and/or fringe benefits costs, they must annually submit an Indirect Cost Allocation Plan ("ICAP") or an Indirect Cost Rate Proposal ("ICRP") to its cognizant agency for indirect costs and/or fringe benefits costs in accordance with Title 2 Code of Federal Regulations Part 200 (2 CFR 200) Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Awards. The cognizant agency for indirect costs and/or fringe benefits costs means the federal agency responsible for reviewing, negotiating, and approving ICAPs or ICRPs. Sub-Recipient must provide their approved indirect cost rate and/or fringe benefit rate and provide a copy to SCAG Project Manager of the approved negotiated indirect cost rate agreement ("NICRA") for the current fiscal year and subsequent years throughout the performance period.
- iii. If Sub-Recipient is seeking reimbursement for fringe benefits costs with absence of the approved NICRA and proposes to use a rate to allocate the fringe benefits costs on the basis of entity-wide salaries and wages of the employees receiving the benefits, they must annually prepare the fringe benefits cost allocation plan in accordance with 2 CFR 200 Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Awards and provide a letter from the Sub-Recipient's independent auditor confirming the compliance for the current fiscal year and subsequent years throughout the performance period.
- iv. If Sub-Recipient elects a de minimis indirect cost rate as defined in 2 CFR 200 Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Awards, they must annually complete a certification form provided by SCAG Project Manager to confirm the eligibility and compliance with 2 CFR 200 Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Awards and submit the signed form to SCAG Project Manager for the current fiscal year and subsequent years throughout the performance period. The de minimis rate is to be applied to modified total direct costs (MTDC) as defined by 2 CFR Part 200.1.
- e. There must be a strong implementation component for the funded activity through REAP 2.0, including, where appropriate, agreement by Sub-Recipient to submit the completed planning document to the applicable board, council, or other entity for adoption or approval. If Sub-Recipient does not formally request adoption or approval of the funded activity, it may be subject to repayment of the Grant Funds.

10. Work Products

- a. For purposes of this MOU, "Work Products" shall mean all deliverables created or produced under this MOU including, but not limited to, all deliverables conceived or made either solely or jointly

with others during the term of this MOU and during a period of six months after the termination thereof, which relates to the Projects. Work Products shall not include real property or capital improvements. Work Products includes all deliverables, inventions, innovations, improvements, or other works of authorship Sub-Recipient or Consultant(s) may conceive of or develop in the course of this MOU, whether or not they are eligible for patent, copyright, trademark, trade secret or other legal protection.

- b. Sub-Recipient shall submit one (1) electronic copy of all Work Products associated with the Projects to the assigned SCAG Project Manager.
- c. SCAG shall own all Work Products and may, at its sole discretion, grant to Sub-Recipient a perpetual royalty-free, non-assignable, non-exclusive and irrevocable license to reproduce, publish or otherwise use Work Products related to the Projects and developed as part of this MOU; provided, however, that any reproduction, publishing, or reuse of the Work Products will be at Sub-Recipient's sole risk and without liability or legal exposure to SCAG.

11. Amendments

No amendment or variation of the terms of this MOU shall be valid unless made in writing and signed by the Parties. If an amendment is to become effective before the date of full execution by the Parties, the effective date of such amendment shall be no earlier than the date that SCAG received the request.

12. Notices

Any notice or notices required or permitted to be given pursuant to this MOU may be personally served on the other Party by the Party giving such notice, or may be served by certified mail, return receipt requested, to the following addresses:

To SCAG: Cindy Giraldo
Chief Financial Officer
Southern California Association of Governments
900 Wilshire Blvd., Suite 1700
Los Angeles, CA 90017
(213) 630-1413
giraldo@scag.ca.gov

SCAG reserves the right to change this designation.

To Sub-Recipient: Name
Title
Agency
Address
Phone
Email

13. Insurance

- a. Sub-Recipient, at their own expense, shall procure and maintain policies of insurance, or provide evidence of self-insurance, of the types and amounts below, for the duration of the MOU. The policies shall state they afford primary coverage.

Insurance Type	Requirements	Limits
General Liability	Commercial General Liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01.	Not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted.
Automobile Liability	Automobile insurance at least as broad as Insurance Services Office form CA 00 01.	Covering bodily injury and property damage for all activities of the Sub-Recipient arising out of or in connection with work to be performed under this MOU, including coverage for any owned, hired, non-owned, or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.
Workers’ Compensation/ Employer’s Liability	Workers’ Compensation insurance as required by the State of California and Employer’s Liability Insurance. Not required for sole proprietors or Sub-Recipients with no employees.	Including Occupational Diseases in accordance with California Law and Employers’ Liability Insurance with a limit of not less than \$1,000,000 each accident.
Professional Liability Insurance	Professional Liability (Errors and Omissions) insurance appropriate to the Sub-Recipient’s profession.	With limits of not less than \$1,000,000 per occurrence. In addition, it shall be required that the professional liability insurance policy remain in effect for three (3) years after the Completion Date of this MOU.

- b. Higher Limits: no representation is made that the minimum insurance requirements of this agreement are sufficient to cover the indemnity or other obligations of the sub-recipient under this agreement.
- c. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
- i. SCAG, its officials, employees, and volunteers are to be covered as additional insureds, as respects to liability arising out of the activities performed by or on behalf of Sub-Recipient; products and completed operations of Sub-Recipient; premises owned, occupied or used by Sub-Recipient; or automobiles owned leased, hired or borrowed by Sub-Recipient. The coverage shall

contain no special limitations on the scope of protection afforded to SCAG, its officials and employees.

- ii. For any claims related to this Project, Sub-Recipient's insurance coverage shall be primary insurance as respects SCAG, its officials and employees. Any insurance or self-insurance maintained by SCAG shall be excess of Sub-Recipient's insurance and shall not contribute with it.
- iii. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to SCAG, its officials and employees.
- iv. Sub-Recipient's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- d. The Workers' Compensation and Employer's Liability policies shall include a waiver of subrogation endorsement in favor of SCAG, its, officials, employees, and volunteers.
- e. Any deductibles or self-insured retentions in amounts over \$10,000 must be declared to and approved by SCAG.
- f. Insurance is to be placed with California admitted insurers with a current A.M. Best's rating of no less than A and be admitted, unless otherwise approved by SCAG.
- g. Sub-Recipient shall furnish SCAG with original endorsements and certificates of insurance evidencing coverage required by this clause. All documents are to be signed by a person authorized by that insurer to bind coverage on its behalf. All documents are to be received and approved by SCAG before work commences. Upon request of SCAG at any time, Sub-Recipient shall provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.
- h. Sub-Recipient agrees to ensure that its Consultant(s) provide the same minimum insurance coverage and endorsements required of Sub-recipient. Sub-Recipient agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Section. However, in the event Sub-Recipient's Consultant(s) cannot comply with this requirement, which proof must be submitted to SCAG, Sub-Recipient shall be required to ensure that its Consultant(s) provide and maintain insurance coverage and endorsements sufficient to the specific risk of exposure involved with Consultant(s) scope of work and services, with limits less than required of the Sub-Recipient, but in all other terms consistent with the Sub-Recipient's requirements under this MOU. This provision does not relieve Sub-Recipient of its contractual obligations under the MOU and/or limit its liability to the amount of insurance coverage provided by its Consultant(s). This provision is intended solely to provide Sub-Recipient with the ability to utilize Consultant(s) who may be otherwise qualified to perform the work or services but may not carry the same insurance limits as required of Sub-Recipient under this MOU given the limited scope of work or services provided by the Consultant(s). Sub-Recipient agrees that upon request, all agreements with Consultant(s) will be submitted to SCAG for review.

14. Indemnification

Sub-Recipient shall fully defend, indemnify and hold harmless SCAG, its members, officers, employees, and agents from any and all claims, losses, liabilities, damages, expenses, suits or actions including attorneys' fees, brought forth or arising under any theories or assertions of liability, occurring by or resulting from or otherwise related to the Projects or this MOU. Such obligations shall not, however, extend to any claims, losses, liabilities, damages, expenses, suits or actions that arise from SCAG's gross negligence or willful misconduct.

15. Disputes

Except as otherwise provided in this MOU, any dispute arising under this MOU which is not resolved by mutual agreement shall be decided through binding arbitration by a three (3) member panel in accordance with the rules of the American Arbitration Association and as provided in this provision. If this provision differs from the rules of the American Arbitration Association, then this provision shall control. Sub-Recipient shall continue with the responsibilities under this MOU during any dispute until the dispute is resolved. A judgment upon the award rendered by arbitration may be entered into any court having jurisdiction thereof. The arbitration panel shall have the authority to grant any remedy or relief that would have been available to the Parties had the matter been heard in a court of law. Following arbitration, the arbitration panel shall prepare a written decision containing the essential findings and conclusions on which the award is based so as to ensure meaningful judicial review of the decision. All expenses and fees for the arbitrator and expenses for hearing facilities and other expenses of arbitration shall be borne equally by both Parties unless they agree otherwise or unless the arbitrator in the award assesses such expenses against one of the parties or allocates such expenses other than equally between the Parties. Either Party may bring an action in court to compel arbitration under this MOU and to enforce an arbitration award.

16. Noncompliance

- a. In the event of nonperformance or noncompliance with any requirement of this MOU, including but not limited to project eligibility, schedule, deliverables, or milestone timelines, as outlined in the most current fully executed SOW Approval Form(s), SCAG may:
 - i. Issue a written notice to stop work. If such notice is provided, Sub-Recipient and its Consultant(s) shall immediately cease all work under the MOU. SCAG has the sole discretion to determine that Sub-Recipient is in compliance with the terms and conditions after a stop work order, and to deliver a written notice to Sub-Recipient to resume work under this MOU.
 - ii. Require repayment of the Project Funds or the Grant Funds.
 - iii. Terminate this MOU pursuant to Section 17.
- b. Notwithstanding the provisions set forth above, or any other provision contained in this MOU, no remedy conferred by any of the specific provisions of this MOU or the SOW Approval Form(s), is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy existing at law or in equity or by statute or otherwise.

17. Termination of MOU

- a. Termination for Cancellation or Reduction in REAP 2.0 Funding. In the event HCD terminates or cancels funding to SCAG, this MOU is deemed to be terminated and SCAG shall be relieved of any and all obligations under this MOU as of the effective date of HCD's termination. In the event HCD reduces funding to SCAG, SCAG shall have the unilateral right to stop work, proportionally reduce funding to Sub-Recipient or terminate this MOU.
- b. Termination for Convenience. Either Party may terminate this MOU at any time by giving written notice to the other party of such termination at least thirty (30) calendar days before the effective date of such termination. Should SCAG terminate the MOU for convenience, upon receipt of the notice of termination, Sub-Recipient shall immediately take action to avoid incurring any additional obligation costs or expenses except as may be necessary to terminate its activities or the activities of its Consultant(s). SCAG shall pay Sub-Recipient its reasonable and allowable costs through the effective date of termination and is not liable for any expenses after termination, including any costs associated with Consultant(s). In such event, all finished or unfinished Work Products shall be provided to SCAG.
- c. Termination for Cause. If through any cause, either Party shall fail to timely and adequately fulfill its obligations under this MOU, or if either Party violates any of the covenants, terms, or stipulations of this MOU, the non-breaching Party shall thereupon have the right to terminate the MOU by giving not less than ten (10) calendar days written notice to the breaching Party of the intent to terminate and specifying the effective date thereof. The non-breaching Party shall provide a reasonable opportunity for the breaching Party to cure prior to termination. In no event shall such opportunity to cure extend beyond the term of the MOU. In the event that SCAG invokes this termination for cause provision, Sub-Recipient shall reimburse SCAG for all funds provided for the Projects and all finished or unfinished Work Products shall be provided to SCAG at its option.

18. Records Retention

- a. Sub-Recipient and its Consultant(s) shall maintain and make available, in accordance with Section 19 of this MOU, all source documents, books and records connected with the Projects, documentation of its normal procurement policy and competitive procurement bid process and completed procurements related to the Projects, all work performed under this MOU, all evidence of environmental clearance, and evidence demonstrating the funding was used for the appropriate purposes for a minimum of five (5) years after all Grant Funds have been expended. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.
- b. If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been started before the expiration of the required record retention period, all records shall be retained and made available by Sub-Recipient and its Consultant(s) for five (5) years after: (a) the conclusion or resolution of the matter; (b) the date an audit resolution is achieved for each annual SCAG OWP; or (c) all Grant Funds have been expended, whichever is later.

19. Monitoring and Audits

- a. SCAG may monitor expenditures and activities of Sub-Recipient and its Consultant(s) as SCAG deems necessary to ensure compliance with the MOU, the Statutes, the REAP 2.0 Guidelines and the Program Guidelines.
- b. At any time during the term of this MOU, SCAG, HCD, the California Department of General Services, the California Bureau of State Audits, or their designated representatives may perform or cause to be performed a financial audit of any and all phases of the Projects. At their request, Sub-Recipient shall provide, at its own expense, a financial audit prepared by an independent certified public accountant.
- c. Sub-Recipient agrees that SCAG, HCD, the California Department of General Services, the California Bureau of State Audits, or their designated representatives shall have the right to review, obtain, and copy all records and supporting documentation related to the performance of this MOU. Sub-Recipient agrees to provide any relevant information requested. Copies shall be made and furnished to SCAG upon request at no cost to SCAG.
- d. Sub-Recipient agrees to permit SCAG, HCD, the California Department of General Services, the California Bureau of State Audits, or their designated representatives access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this MOU, the Statutes, the REAP 2.0 Guidelines, or applicable state and federal laws, rules, and regulations.
- e. If there are audit findings from SCAG or HCD's audit, Sub-Recipient must submit a detailed response acceptable to SCAG or HCD for each audit finding within ninety (90) days of the audit finding report.

20. Small Business and Disabled Veteran Business Enterprise Participation

- a. If for this MOU Sub-Recipient made a commitment to achieve small business participation, then Sub-Recipient must within 60 days of receiving final payment under this MOU (or within such other time period as may be specified elsewhere in this MOU) report to SCAG the actual percentage of small business participation that was achieved. (Gov. Code § 14841.)
- b. If for this MOU Sub-Recipient made a commitment to achieve disabled veteran business enterprise ("DVBE") participation, then Sub-Recipient must within 60 days of receiving final payment under this MOU (or within such other time period as may be specified elsewhere in this MOU) certify in a report to SCAG: (1) the total amount the Sub-Recipient received under the MOU; (2) the name and address of the DVBE(s) that participated in the performance of the MOU; (3) the amount each DVBE received from the Sub-Recipient; (4) that all payments under the MOU have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (M&V Code § 999.5(d); Gov. Code § 14841.)

21. Compliance with Laws, Rules, and Regulations

- a. Sub-Recipient agrees to comply with all federal, state and local laws, rules and regulations applicable to this MOU.
- b. Non-Discrimination/Equal Employment Opportunity
 - i. During the performance of this MOU, Sub-Recipient assures that no person shall be denied the MOU's benefits, be excluded from participation or employment, be denied Project benefits, or be subjected to discrimination based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, under the Projects or any program or activity funded by this MOU, as required by Title VI of the Civil Rights Act of 1964, the Fair Housing Act (42 U.S.C. §§ 3601-20) and all implementing regulations, the Americans with Disabilities Act ("ADA") of 1990 (42 U.S.C. §§ 12101 *et seq.*) and all applicable regulations and guidelines issued pursuant to the ADA, and the Age Discrimination Act of 1975 and all implementing regulations. Sub-Recipient shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
 - ii. Sub-Recipient shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12900 *et seq.*), the regulations promulgated thereunder (Cal. Code Regs. tit. 2, § 11000 *et seq.*), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§ 11135-11139.5), and the regulations or standards adopted by HCD to implement such article.
 - iii. Sub-Recipient shall permit access by representatives of the Department of Fair Employment and Housing, SCAG, and HCD upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as the Department of Fair Employment and Housing, SCAG, or HCD shall require to ascertain compliance with this Section.
 - iv. Sub-Recipient shall give written notice of its obligations under this Section to labor organizations with which they have a collective bargaining or other agreement.
 - v. Sub-Recipient shall adopt and implement affirmative processes and procedures that provide information, outreach and promotion of opportunities in the Projects to encourage participation of all persons regardless of race, color, national origin, sex, religion, familial status, or disability. This includes, but is not limited to, a minority outreach program to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, as required by 24 C.F.R. § 92.351.
- c. Recycling Certification. Sub-Recipient shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to SCAG regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e),

the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code § 12205).

- d. Anti-Trust Claims. Sub-Recipient, by signing this MOU, hereby certifies that if these services or goods are obtained by means of a competitive bid, the Sub-Recipient shall comply with Title 1, Division 5, Chapter 11 of the California Government Code (Gov. Code §§ 4550-4554).
- e. Child Support Compliance Act. If the Grant Funds provided under this MOU are in excess of \$100,000, Sub-Recipient acknowledges in accordance with Public Contract Code 7110, that:
 - i. Sub-Recipient 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. Sub-Recipient, 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. Priority Hiring Considerations. If this MOU includes services in excess of \$200,000, the Sub-Recipient shall give priority consideration in filling vacancies in positions funded by the MOU to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
- g. Loss Leader. If this MOU involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC § 10344(e).)

22. Public Works and Construction

Without limiting the generality of Section 21.a., Sub-Recipient agrees to ensure compliance with all applicable legal authority regarding construction standards and requirements, including but not limited to the following:

- a. **Labor Code Requirements**
 - i. Sub-Recipient is hereby put on notice that the one or more of the Projects under the MOU may qualify as a public works project and Sub-Recipient will therefore be required to determine whether the Project falls under a classification that would require payment of prevailing wages. Services constituting public works are described in California Labor Code Sections 1720-1861, as may be amended or recodified by legislative action from time-to-time.
 - ii. If a Project qualifies as a public works project, Sub-Recipient shall be the Awarding Body for the public works project and required to comply with all requirements applicable to the Awarding Body.

- iii. If Sub-Recipient or its Consultant(s) will perform services that require payment of prevailing wages, they are required to register with the California Department of Industrial Relations (DIR) in order to be compliant with the law. Neither Sub-Recipient nor its Consultant(s) may work on a public works project without a current and active DIR registration.
 - iv. In the event that Sub-Recipient or its Consultant(s) engages in the performance of a public work under this MOU as defined by Labor Code Section 1770 *et seq.*, Sub-Recipient and its Consultant(s) shall be required to cause such employees who are entitled to prevailing wages, to be paid the required wage amounts pursuant to applicable state law. Sub-Recipient and its Consultant(s) shall ensure compliance with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
 - v. Sub-Recipient further acknowledges that any work that qualifies as a public work within the meaning of California Labor Code Section 1720 shall require Sub-Recipient and its Consultant(s) to comply with the provisions of California Labor Code Sections 1775 *et seq.* Sub-Recipient agrees to ensure compliance with Labor Code Section 1776 regarding retention and inspection of payroll records and noncompliance penalties, Labor Code Section 1777.5 regarding employment of registered apprentices, and Labor Code Section 1813 regarding forfeiture for violations of the maximum hours per day and per week provisions contained in the same chapter.
- b. Sub-Recipient shall comply with all applicable federal, state, and local procurement requirements for public works and construction projects and shall advertise, open bids, award, and approve all construction contracts in accordance with the California Public Contract Code and the California Labor Code.
 - c. All construction contracts for the Projects shall be administered and managed by Sub-Recipient. Sub-Recipient shall prepare or have prepared a detailed schedule of performance for the Projects, ensuring that all construction is completed within the timeline allowed by the MOU. Sub-Recipient shall be responsible for requiring the construction contractor to furnish any applicable labor and material bonds and payments and performance bonds naming the Sub-Recipient as obligee, and SCAG as additional obligee, or an insurance policy in lieu of such bonds.
 - d. Sub-Recipient agrees to procure any and all permits, licenses and approvals necessary to complete the Projects, including those necessary to perform design, construction, operation and maintenance, and to comply with all California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) requirements applicable to the Projects. Sub-Recipient shall pay all charges and fees and give all notices necessary or incidental to the Projects.
 - e. Sub-Recipient shall prepare, or have prepared, all plans, specifications and estimates for the Projects and ensure that the Projects comply with all applicable federal and state accessibility requirements, including but not limited to the Americans with Disabilities Act, including its implementing regulations at 24 CFR Part 8 and any amendments, and California Government Code Section 4450, and applicable requirements and guidance provided in Title 24 of the California Code of Regulations, for the construction of buildings, structures, sidewalks, curbs and related facilities for accessibility and usability.

- f. Sub-Recipient shall conduct all necessary due diligence for the Projects, including but not limited to performing necessary environmental assessments/review of environmental hazard reports, conducting engineer/geotechnical review, commissioning title reports to identify and evaluate the condition of title and encumbrances on the subject property, including but not limited to any covenants, conditions and restrictions, determining the entity(ies) with site control, including whether any third parties have ownership or site control rights, and determining the suitability for the Projects.
- g. Sub-Recipient shall ensure any contractors or subcontractors are paid in accordance with applicable laws and regulations.
- h. Sub-Recipient shall comply with the procedure set forth in Public Contracts Code Section 9204 for processing contractor claims, paying undisputed amounts, and requiring mediation of disputed amounts.
- i. Sub-Recipient shall be responsible for ensuring ongoing maintenance of the Projects after completion. SCAG shall not be responsible for ongoing maintenance of the Projects after completion.

23. Conflict of Interest

The Parties shall comply with all applicable federal and state conflict of interest laws, regulations, and policies.

24. Independent Contractor

Sub-Recipient and its Consultant(s) shall be independent contractors in the performance of this MOU, and not officers, employees, or agents of SCAG.

25. Assignment

Neither Party shall assign any rights or interests in this MOU, or any part thereof, without the written consent of each Party to this MOU, which consent may be granted, withheld or conditioned in the consenting Party's sole and absolute discretion. Any assignment without such written consent shall be void and unenforceable. The covenants and agreement of this MOU shall inure to the benefit of and shall be binding upon each of the Parties and their respective successors and assignees.

26. Release of Information

- a. Subject to any provisions of law, including but not limited to the California Public Records Act, any Work Product or materials deemed confidential by either Party shall be held confidential by the receiving Party who shall safeguard such confidential materials from unauthorized disclosure, using the same standard of care to avoid disclosure as the receiving Party treats its confidential information, but in no case less than reasonable care. Nothing furnished to either Party which is otherwise known or is generally known, or has become known, to the related industry shall be deemed confidential.
- b. Sub-Recipient shall not release any information or Work Products to a third party or otherwise publish or utilize any information or Work Products obtained or produced by it as a result of or in

connection with the performance of services under this MOU without the prior written authorization of SCAG, except as provided under this MOU or as required by law (including, without limitation, pursuant to the California Public Records Act).

- c. All public-facing communications materials relating to this MOU or its subject matter shall acknowledge SCAG. Communications materials include, but are not limited to, site signage, printed information materials, print and online publications, websites, advertisements, video, public service announcements, social media postings, events, media advisories, news releases, and all other related materials.
- d. To ensure consistency of public information about SCAG programs and funded work products, Sub-Recipient is required to notify and coordinate with SCAG Project Manager who will coordinate with SCAG's Manager of Media & Public Affairs or a specified designee on any media inquiries or plans for proactively providing information to media outlets.
- e. All communication materials must be provided to SCAG Project Manager prior to completion so that inclusion of this element can be confirmed.

27. Non-Exclusivity

Nothing herein is intended nor shall be construed as creating an exclusive arrangement between SCAG and Sub-Recipient. This MOU shall not restrict SCAG from acquiring similar, equal or like services from other entities or sources.

28. Severability

If any provision of this MOU is held to be illegal, invalid, or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid, and enforceable, and the legality, validity, and enforceability of the remaining provisions shall not be affected thereby.

29. Survival

The following sections survive expiration or termination of this MOU:

- Section 5 (Funding)
- Section 10 (Work Products)
- Section 12 (Notices)
- Section 13 (Insurance)
- Section 14 (Indemnification)
- Section 15 (Disputes)
- Section 18 (Records Retention)
- Section 19 (Monitoring and Audits)
- Section 21 (Compliance with Laws, Rules, and Regulations)
- Section 22 (Public Works and Construction)
- Section 23 (Conflict of Interest)
- Section 26 (Release of Information)
- Section 31 (Jurisdiction and Venue)

Section 32 (Waiver)

30. Flow-Down Provisions

Sub-Recipient shall include the following provisions in all agreements entered into containing funds provided under this MOU, require the provisions below that survive expiration or termination of this MOU to survive, and shall include a requirement in all agreements that each of them in turn include the requirements in all contracts and subcontracts they enter into to perform work under the Project. SCAG does not have a contractual relationship with Sub-Recipient's Consultants, and Sub-Recipient shall be fully responsible for monitoring and ensuring compliance with these provisions.

Section 3.c. (Scope of Work and Sub-Recipient's Responsibilities – nexus to REAP 2.0)
Section 3.e. – 3.g. (Scope of Work and Sub-Recipient's Responsibilities – procurements)
Section 3.k. (Scope of Work and Sub-Recipient's Responsibilities – penalty of perjury)
Section 5.e. (Funding – repayment of ineligible costs)
Section 6 (Invoices)
Section 7 (Reporting)
Section 8 (Accounting)
Section 9 (Allowable Uses of Grant Funds)
Section 10 (Work Products)
Section 13 (Insurance)
Section 14 (Indemnification)
Section 18 (Records Retention)
Section 19 (Monitoring and Audits)
Section 20 (Small Business and Disabled Veteran Business Enterprise Participation)
Section 21 (Compliance with Laws, Rules, and Regulations)
Section 22 (Public Works and Construction)
Section 23 (Conflict of Interest)
Section 24 (Independent Contractor)
Section 25 (Assignment)
Section 26 (Release of Information)

Upon SCAG's request, Sub-Recipient shall provide SCAG a copy of any such agreement.

31. Jurisdiction and Venue

This MOU shall be deemed an agreement under the laws of the State of California and for all purposes shall be interpreted in accordance with such laws. Subject to the provisions in Section 15, the Parties hereby agree and consent to the exclusive jurisdiction of the courts of the State of California and that the venue of any action brought thereunder shall be Los Angeles County, California.

32. Waiver

No delay or failure by either Party to exercise or enforce at any time any right or provision of this MOU shall be considered a waiver thereof of such Party's right thereafter to exercise or enforce each and every right and provision of this MOU. A Waiver to be valid shall be in writing but need not be supported by consideration. No single waiver shall constitute a continuing or subsequent waiver.

33. Standard of Care

Sub-Recipient and its Consultant(s) shall perform the work required for the Project under this MOU in accordance with generally accepted industry standards, practices, and principles applicable to such work.

34. Force Majeure

Neither Party shall be liable or deemed to be in default for any delay or failure in performance under this MOU or interruption of services resulting, directly or indirectly, from acts of nature, civil or military authority, acts of public enemy, war, strikes, labor disputes, pandemics, or any other similar cause beyond the reasonable control of the Parties, provided that the Party seeking to delay or excuse its performance as a result of such event shall notify the other Party in writing of such circumstances within not more than ten (10) days following the first occurrence of the event forming the basis of the delay or excuse of performance. In the event that the Party seeking to delay or excuse its performance fails to timely deliver the notice described in the previous sentence, then such event shall not relieve the Party from its timely performance.

35. Entire MOU

This MOU, comprised of these terms and conditions, the attached exhibits, and any properly executed amendments, represents and contains the entire agreement of the Parties with respect to the matters set forth herein. This MOU supersedes any and all prior negotiations, discussions and, if any, previous agreements between the Parties with respect to the matters set forth herein.

36. Execution

This MOU, or any amendments related thereto, may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. The signature page of this MOU or any amendments may be executed by way of a manual or authorized digital signature. Delivery of an executed counterpart of a signature page to this MOU or an amendment by electronic transmission scanned pages shall be deemed effective as a delivery of a manually or digitally executed counterpart to this MOU or any amendment.

37. Effective Date

This MOU shall be effective as of the last date on which the document is executed by all Parties.

38. Authority

Sub-Recipient warrants and certifies that it possesses the legal authority to execute this MOU and to undertake the Projects, and, if applicable, that a resolution, motion, or similar action has been fully adopted or passed, as an official act of Sub-Recipient's governing body, authorizing receipt of the Grant Funds, and directing and designating the authorized representative(s) of Sub-Recipient to act in connection with the Projects and to provide such additional information as may be required by SCAG.

**SIGNATURE PAGE TO
MEMORANDUM OF UNDERSTANDING
No. M-0XX-25**

IN WITNESS WHEREOF, the Parties have caused this Memorandum of Understanding to be executed by their duly authorized representatives as of the dates indicated below:

SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (“SCAG”)

By: _____
Cindy Giraldo
Chief Financial Officer
Date _____

APPROVED AS TO FORM:

By: _____
Jeffery Elder
Chief Counsel
Date _____

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS (“Sub-Recipient”)

By: _____
Name
Title
Date _____

APPROVED AS TO FORM:

By: _____
Name
Title
Date _____

Attachment

Resolution Number 31-24

A Resolution of the Executive Committee of the Western Riverside Council of Governments approving the execution of an agreement to receive funding from the Regional Early Action Planning Grant Program of 2021

RESOLUTION NUMBER 31-24

A RESOLUTION OF THE EXECUTIVE COMMITTEE OF THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS APPROVING THE EXECUTION OF AN AGREEMENT TO RECEIVE FUNDING FROM THE REGIONAL EARLY ACTION PLANNING GRANT PROGRAM OF 2021

WHEREAS, the Western Riverside Council of Governments (“WRCOG”) is a joint powers authority consisting of the County of Riverside and 18 cities, the Eastern Municipal Water District, the Western Municipal Water District, and the Riverside County Superintendent of Schools, situated in western Riverside County; and

WHEREAS, the Regional Early Action Planning Grant Program of 2021 (“REAP 2.0”) Program was established by the California state legislature as part of the 2021 California Comeback Plan under AB 140 to confront the statewide housing affordability crisis by building and expanding on the success of the REAP 2019 Program by integrating housing and climate goals and allowing for broader planning and implementation investments to facilitate housing supply, choice, and affordability; and

WHEREAS, REAP 2.0 funded activities must meet the Program objectives, which are to accelerate infill development that facilitates housing supply, choice and affordability; affirmatively further fair housing; and reduce vehicle miles traveled. Further, all residential development must be in areas meeting the definition for “In Fill” provided in the REAP 2.0 state guidelines; and

WHEREAS, the Southern California Association of Governments (“SCAG”) issued a call for applications under the Subregional Partnership 2.0 Program (SRP 2.0); and

WHEREAS, SCAG intends to award \$1.5M to WRCOG to complete and deliver the Subregional Partnership 2.0 Program project.

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

SECTION 1. WRCOG hereby authorizes and directs such actions as are necessary and appropriate to accept the grant award of REAP 2.0 funds in the amount of \$1.5M from SCAG.

SECTION 2. That the Executive Director or their designee is hereby authorized to:

1. Execute an agreement with SCAG and any amendments thereto;

2. Take all reasonably necessary and appropriate actions to complete the Subregional Partnership 2.0 Program project fulfill all obligations required, and seek reimbursement of grant funds awarded, pursuant to the above referenced call for applications and in a manner consistent and in compliance with the Subregional Partnership Program guidelines and objectives and SRP 2.0 guidelines and all applicable state and federal statutes, rules, regulations, and laws.

PASSED AND ADOPTED by the Executive Committee of the Western Riverside Council of Governments on December 2, 2024.

Rita Rogers, Chair
WRCOG Executive Committee

Dr. Kurt Wilson, Secretary
WRCOG Executive Committee

Approved as to form:

Steven DeBaun
WRCOG Legal Counsel

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



Western Riverside Council of Governments

WRCOG Executive Committee

Staff Report

Subject: I-REN Activities Update: Inland Economic Growth and Opportunity Memorandum of Understanding

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

Date: December 2, 2024

Recommended Action(s):

1. Authorize the Executive Director to execute a Memorandum of Understanding between WRCOG and Inland Economic Growth & Opportunity in an amount not-to-exceed \$30,000 annually through December 2027.

Summary:

The Inland Regional Energy Network (I-REN) is focusing on workforce development through the two key strategies identified in its business plan: building partnerships with training providers, and facilitating job pathways for a skilled workforce. By collaborating with groups like the Inland Economic Growth & Opportunity (IEGO), I-REN aims to leverage local resources and data to strengthen workforce initiatives in the energy sector.

Purpose / WRCOG 2022-2027 Strategic Plan Goal:

The purpose of this item is to enter into a Memorandum of Understanding with IEGO to support I-REN initiatives and the subregion's workforce and economic prosperity. 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 November 2021, the California Public Utilities Commission (CPUC) approved the I-REN Business Plan with a budget of \$65M for program years 2022 - 2027. The I-REN Business Plan included multiple goals across three program sectors that were developed based on input from stakeholders within Riverside and San Bernardino Counties since 2019.

Present Situation

The I-REN Business Plan included two Workforce, Education & Training strategies that guide the

development of I-REN workforce programs and the deployment of these resources. These strategies include:

1. Establishing local partnerships with existing and potential training providers in the region to deliver targeted, equitable, and relevant energy efficiency training for contractors and other industry stakeholders.
2. Facilitating industry engagement and development of job pathways to identify demand and jobs for a trained workforce.

I-REN staff convened dozens of conversations with local nonprofits, community-based organizations, and other regional workforce agencies, including the IEGO, a regional collaborative network that fosters targeted economic growth, prosperity, and resilience in the Inland Empire. IEGO's goals and mission align with that of I-REN, and has various resources available such as access to up-to-date labor market assessments and related data, and in-depth analyses of key Inland Empire business sectors (energy included). These are all valuable resources that I-REN can utilize in the development of existing and future workforce projects and programs.

Staff recommend entering into a Memorandum of Understanding with IEGO that will allow I-REN, its staff, programs, and stakeholders, to support the development of IEGO data and partnerships that can support I-REN forge business, education, and training program partnerships across the Inland Empire to ensure that I-REN is 1) supporting the region by providing outreach on existing resources available, 2) developing programs that connect more communities with needed resources, and 3) filling identified gaps in energy-related workforce services.

Prior Action(s):

October 15, 2024: The I-REN Executive Committee recommended that the WRCOG Executive Committee authorize the WRCOG Executive Director to execute a Memorandum of Understanding between WRCOG and Inland Economic Growth and Opportunity in an amount not-to-exceed \$30,000 annually through December 2027.

Financial Summary:

Activities related to the Workforce Education & Training Sector are included under the Fiscal Year 2024/2025 I-REN Budget in Fund 180, under the Workforce Education & Training subprogram.

Attachment(s):

[WRCOG - IREN IEGO Memorandum of Understanding](#)

MEMORANDUM OF UNDERSTANDING BETWEEN THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS AND IEGO

This Memorandum of Understanding (“MOU”) is made and entered into this _____ day of _____, 2024 (the “Effective Date”) by and between the Western Riverside Council of Governments, a California public agency, (“WRCOG”) on the individually and on behalf of the Inland Regional Energy Network (“I-REN”) and the Inland Empire Community Foundation (IECF), a 501(c)(3) nonprofit (“Organization”). WRCOG and Organization are sometimes referred to herein individually as “Party” and collectively as “Parties”.

1. RECITALS

1.1 WRCOG is administrator of and the contracting agent for the I-REN.

1.2 The I-REN seeks to implement energy efficiency programs and initiatives that will lead to long-term, sustainable benefits to participating public agencies throughout the SoCalGas and Southern California Edison service areas.

1.3 As authorized by the California Public Utilities Commission, WRCOG has the independent authority to design, manage and deliver I-REN programs and initiatives.

1.4 Organization and the WRCOG desire to work together through the Organization’s Inland Economic Growth and Opportunity (IEGO) nonprofit initiative to **conduct industry outreach and data collection with I-REN goals and connection to the Center of Excellence, labor data, business engagement, and collaboration through regional convenings.** (“Project”).

1.5 It is the intent of the Parties to enter into this MOU to establish and coordinate the responsibilities of the Parties with respect to the Project, all as further set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, it is mutually understood and agreed by WRCOG and Organization as follows:

2. TERMS OF THE MOU

2.1 Incorporation of Recitals. The recitals set forth above are true and correct and are incorporated into this MOU as though fully set forth herein.

2.2 Term. This MOU shall commence on the Effective Date and continue through **December 31, 2027**, unless the MOU is previously terminated as provided for herein (“Term”)

2.3 General Agreement to Cooperate. The Parties agree to mutually cooperate in order to help ensure that the Project is successfully completed with minimum impact to both Parties and the public.

2.4 WRCOG Commitments. WRCOG hereby agrees to do the following:

(a) WRCOG Contact. Designate a leadership team member or equivalent person to act as liaison to the Organization Contact, providing a first point of communication for the Project ("WRCOG Contact"). The WRCOG Contact will be **Casey Dailey, Director of Energy & Environmental Programs.**

(b) Services. WRCOG shall provide payment of services for the Project (the "Services"). The Services are more particularly described in Exhibit "A", attached hereto to this MOU and incorporated herein by this reference.

(c) Funding Commitments. WRCOG shall be responsible for **\$30,000** of the Project.

2.5 Organization Commitments. Organization hereby agrees to do the following:

(a) Organization Contact. Identify a primary staff member responsible for communication between the WRCOG and Organization for fulfillment of the Project ("Organization Contact"). The Organization Contact will be **Matthew Mena, Executive Director of IEGO.**

(b) Services. Organization shall provide services for the Project (the "Services") at its sole cost and expense. The Services are more particularly described in Exhibit "A", attached hereto to this MOU and incorporated herein by this reference.

(c) Funding Commitments. Organization shall be responsible for **\$10,000 in-kind support** of the Project.

(d) Compliance with Laws/Permits. Organization shall, in all activities undertaken pursuant to this MOU, comply and cause its contractors, agents and employees to comply with all federal, state and local laws, statutes, orders, ordinances, rules, regulations, plans, policies and decrees. Without limiting the generality of the foregoing, Organization, 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 Organization desires to conduct or have conducted pursuant to this MOU.

2.6 Termination. The WRCOG may terminate or suspend this MOU, 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 MOU, this MOU may be terminated immediately.

2.7 Insurance. The Organization shall obtain insurance of the types and in the amounts described below and satisfactory to the WRCOG.

(a) Commercial General Liability Insurance. Organization shall maintain occurrence version commercial general liability insurance or equivalent form with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence and the general aggregate limit not less than two million dollars (\$2,000,000). Such insurance shall:

(i) Include the WRCOG its officials, officers, employees, agents, and consultants as additional insureds and shall contain no special limitations on the scope of coverage or the protection afforded to the additional insureds;

(ii) Be primary with respect to any insurance or self-insurance programs covering the WRCOG, its officials, officers, employees, agents and consultants; and

(iii) Contain standard separation of insured provisions.

(b) Workers' Compensation Insurance. Organization shall maintain workers' compensation insurance with statutory limits and employers' liability insurance with limits of not less than \$1,000,000 per occurrence.

(c) Automobile Liability. Organization shall maintain automobile liability insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the WRCOG with limits of not less than \$1,000,000 combined single limit.

(d) Certificates of Insurance. Organization shall furnish the WRCOG with properly executed certificates of insurance and, if requested by the WRCOG, certified copies of endorsements and policies, which clearly evidence all insurance required under this MOU and provide that such insurance shall be not canceled, allowed to expire or be materially reduced in coverage, except on thirty (30) days' prior written notice to the WRCOG. The WRCOG shall have the sole discretion to determine whether the certificates and endorsements presented comply with the provisions of this MOU.

(e) Coverage Maintenance. Organization shall replace certificates, policies and endorsements for any insurance expiring prior to the termination of this MOU . Unless otherwise provided for in this MOU, Organization shall maintain such insurance from the execution of this MOU until completion of the Project.

(f) Licensed Insurer. Organization shall place such insurance with insurers having A.M. Best Company ratings of no less than A:VIII and licensed to do business in California, unless otherwise approved, in writing, by the WRCOG.

2.9 Indemnification. To the fullest extent permitted by law, Organization, its contractors, consultants, subcontractors, subconsultants, materialmen, suppliers, workers, successors, volunteers, and assigns (collectively, the "Organization 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 Organization Parties in connection with their use of WRCOG property or the Project and/or in connection with the exercise of any other rights granted by this MOU with respect to WRCOG property or any part thereof; provided, however, that Organization shall not be obligated to indemnify, defend, or hold harmless the WRCOG Parties from and against any Damages to the extent that such Damages are caused by the sole negligence or willful misconduct of the WRCOG Parties. Organization indemnification obligation herein shall include, without limitation, the following: 1) any and all claims under workers' compensation acts and other employee benefit acts with respect to Organization's employees/volunteers or Organization's consultant'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.

3. MISCELLANEOUS TERMS

3.1 Amendment. This MOU may be amended at any time by the mutual consent of the Parties by an instrument in writing signed by both Parties.

3.2 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this MOU, the language of this MOU 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 MOU.

3.3 Entire Agreement. This MOU 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.

3.4 Notices, Demands and Communications Between the Parties.

(a) 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
Attn: Casey Dailey
3390 University Avenue, Suite
#200
Riverside, CA 92501

To Organization:

**Inland Empire Community
Foundation**
Attn: Paula Myles, CFO
3700 Sixth Street, #200,
Riverside, CA 92501

FBO
**Inland Economic Growth and
Opportunity (IEGO)**
Attn: Matthew Mena

(b) Notices shall be deemed effective upon receipt or with respect to electronic transmission, upon receipt of written verification from the receiving party.

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

3.6 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 MOU, 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 MOU.

3.7 Third Party Beneficiaries. This MOU and the performance of the Parties obligations hereunder are for the sole and exclusive benefit of the Parties. No person or entity who or which is not a signatory to this MOU shall be deemed to be benefited or intended to be benefited by any provision hereof, and no such person or entity shall acquire any rights or causes of action against either of the Parties hereunder as a result of a Party's performance or non-performance of its obligations under this MOU.

3.8 Relationship of Parties. The Parties agree and intend that the Parties are independent contracting entities and do not intend by this MOU to create any partnership, joint venture, or similar business arrangement, relationship or association between them.

3.9 Governing Law. This MOU 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 MOU shall be conducted in a federal or state court located within or for Riverside County, California.

3.10 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 MOU.

3.11 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this MOU, 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.

3.12 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this MOU 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 MOU which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder.

3.13 Binding Effect. The terms of this MOU shall inure to the benefit of, and shall be binding upon, each of the Parties and their respective successors and assigns.

3.14 Authorized Representatives. The person or persons executing this MOU on behalf the Party warrant and represent that they have the authority to execute this MOU on behalf of that Party and that they have the authority to bind that Party to the performance of its obligations hereunder.

[SIGNATURES ON FOLLOWING PAGE]

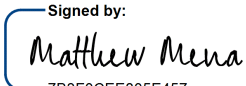
**SIGNATURE PAGE TO
MEMORANDUM OF UNDERSTANDING BETWEEN
THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS AND
IEGO**

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

WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS

IEGO

By: _____
Dr. Kurt Wilson
Executive Director

Signed by:

7B3F0CEE805E457...
By: _____
Matthew Mena
Executive Director of IEGO

APPROVED AS TO FORM:

ATTEST:

By: _____
General Counsel
Best Best & Krieger, LLP

DocuSigned by:

AFFDA50BF90B445...
By: _____
Paula Myles, CFO
Inland Empire Community Foundation

EXHIBIT A

Inland Economic Growth and Opportunity

Scope of Work

Inland Economic Growth & Opportunity (IEGO) and Inland regional Energy Network (I-REN). In recognition of the interconnectedness of economic development and a reliable energy infrastructure, both parties agree to work towards a common goal of fostering regional prosperity. Through this agreement, IEGO and I-REN commit to supporting each other's initiatives and fostering a collaborative exchange of data to achieve mutually beneficial outcomes.

Organizational Overview

IEGO is a regional collaborative network that fosters targeted economic growth, prosperity, and resiliency in the Inland Empire community, including Riverside County, San Bernardino County, and other communities identifying as part of the Inland Southern California region.

Project Name: IEGO & I-REN Regional Partnership

IEGO will conduct industry outreach and data collection with I-REN goals and connection to the Center of Excellence (CREATE Grant) and four regional convenings. Total Value \$30,000 with in-kind project development when needed.

Labor Market Information and Business Engagement

- [Labor Market Assessments](#): Gain a comprehensive understanding of talent supply and demand within specific occupations. These concise 4–6 page reports inform the development, expansion, and support services for postsecondary programs in the Inland Empire.
- [Sector Analysis](#): Benefit from in-depth analyses of key Inland Empire sectors. These reports explore sector size, impact, high growth jobs, top employers, wages, skill needs, education programs, and workforce demographics.

Building a Skilled Workforce: Business Engagement Options IEGO empowers businesses to navigate the evolving workforce landscape through our Business Engagement services.

- Local Workforce Opportunities & Challenges: Stay ahead of the curve. This service utilizes qualitative research and engagement activities with local businesses to identify emerging workforce gaps and challenges in the coming years, helping you plan for future talent needs.
- Capacity Building: Equip your stakeholders with the knowledge they need to succeed. We offer informative and engaging capacity-building opportunities through [IEGO's data tool](#) (Zoom Prospector & Size Up), webinars, on-site training, and live events & conferences. These sessions deepen understanding of regional workforce challenges and opportunities, empowering informed decision-making.
- Approach: Forge partnerships with educational institutions, vocational training programs, and workforce development agencies to ensure the workforce remains adaptable, resilient, and prepared to meet the evolving demands of the marketplace.
 - Total Value: \$20,000.00

Regional Stakeholder Convenings

- Objective: Serve as platform for bringing together stakeholders from across the region to collaborate on shared priorities, address common challenges, and explore new opportunities for growth and investment.
- Approach: Foster collaboration, trust, and partnership to leverage stakeholders' collective expertise and resources and achieve sustainable and inclusive economic development outcomes.
- Total convening: 4 convenings for 1 year (Sponsorship for IEGO Council Corporate)
 - Total Value: \$10,000.00

Project Development:

- Objective: Coordinate partnerships, identify resources, and market regional projects by creating an inventory and developing project pipelines. Identify funding sources from state, federal, and philanthropic agencies and utilize untapped resources to maximize impact.
 - In-kind
 - Actual Value: \$10,000



Western Riverside Council of Governments

WRCOG Executive Committee

Staff Report

Subject: I-REN Energy Fellowship Program Agreement

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

Date: December 2, 2024

Recommended Action(s):

1. Authorize the Executive Director to enter into an Agreement with Public Health Institute to support the I-REN Energy Fellowship and to identify, recruit, and place up to 27 Fellows within the I-REN service territory for program services years through 2027.

Summary:

The Inland Regional Energy Network (I-REN) Energy Fellowship launched in March 2023 in partnership with CivicSpark, placing 11 Fellows in public agencies to support energy efficiency projects across Riverside and San Bernardino Counties. In its second program year, starting in September 2024, 14 fellows were placed with public sector agencies to continue advancing energy initiatives, with program administration now under the Public Health Institute.

Purpose / WRCOG 2022-2027 Strategic Plan Goal:

The purpose of this item is to enter into a multi-year agreement with the Public Health Institute to support implementation of the I-REN Energy Fellowship through 2027. 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 November 2021, the California Public Utilities Commission approved the I-REN Business Plan with a budget of \$65M for program years 2022 - 2027. The I-REN Business Plan included multiple goals across three program sectors that were developed based on input from stakeholders within Riverside and San Bernardino Counties since 2019.

One of these program sectors identified within I-REN services territory is Workforce, Education & Training (WE&T). Total budget for the WE&T Sector through 2027 is \$15.1M. The goal of this Sector is to ensure there is a trained workforce to support and realize energy efficiency savings goals across all sectors. I-REN is uniquely positioned to effectively support these initiatives through the direct connections to local governments and stakeholders that I-REN and its Council of Government (COG)

member agencies have with the communities within Riverside and San Bernardino Counties. The intent of this Sector is not to duplicate initiatives already under delivery by Investor-Owned Utilities or various workforce organizations, but to supplement and tailor programs to fill gaps with a focus on enhancing energy and energy efficiency knowledge and understanding.

On March 21, 2023, the I-REN Executive Committee received a presentation with an introduction to the I-REN Energy Fellowship, a strategy approved in the I-REN Business Plan, and authorized staff to enter into an Agreement with CivicSpark, an Americorp funded fellowship program housed within CivicWell, to support the development and implementation of an I-REN Energy Fellowship. The Committee authorized a budget of up to \$837,000 annually to cover the Fellowship stipend and administrative costs of supporting up to 27 Fellows to work on I-REN public agencies energy initiatives.

Participation in an existing fellowship structure is a way to keep the costs of this Program stable. CivicSpark is a Governor's Initiative AmeriCorps Program dedicated to building capacity for local public agencies to address energy, climate change, community resilience issues, water resource management, housing, and mobility. CivicSpark deploys over 100 Fellows per year. CivicSpark will also support host agencies and I-REN by providing these Fellows with professional growth opportunities and trainings on energy and climate resources that can be utilized by the host agency and I-REN.

Present Situation

I-REN provides public agencies with an opportunity to accelerate the implementation of energy efficiency projects in the Inland Empire. In March 2023, I-REN launched one of its first WE&T programs, the I-REN Energy Fellowship, intended to increase energy efficiency knowledge capacity within public sector agencies. The Fellows Program is a partnership with CivicSpark with a goal to place up to 27 Fellows directly with public agencies in the Inland Empire. The Fellows are placed with a participating host member agency for 11 months at no cost to public agencies, to provide capacity and support on important energy initiatives. Fellow requirements include a minimum of an associate degree from an accredited college or university, commitment to the full term of service, ability to work in a professional environment, and strong communication and teamwork skills.

Each Fellow will provide approximately 1,700 hours of work over the 11 months with their host agency, of which 300 - 400 hours will be for professional growth and learning opportunities provided by CivicSpark, I-REN, and/or the host agency. The remaining 1,300 - 1,400 hours will be dedicated to energy projects within the host agency, furthering the host agency and I-REN energy initiatives.

2023/2024 Fellowship cycle: In its first cycle, I-REN placed a total of 11 Fellows throughout all three I-REN COG partner member agencies. Participating I-REN member and host sites include the Cities of Beaumont, Canyon Lake, Chino Hills, Corona, Grand Terrace, Norco, Ontario, Palm Springs, Perris, Rancho Cucamonga, and San Bernardino.

2024/2025 Fellowship cycle: The second program service year for the Fellowship started the week of September 23, 2024. I-REN provided outreach at over 40 local university, community college, and community fairs, resulting in nearly 50 interested job seekers applying for the I-REN and CivicSpark Fellowship. After having the opportunity to evaluate and interview applicants, I-REN public agency site hosts were able to place 14 Fellows at their sites for the next 11-months to support each agency with their energy initiatives. The I-REN public sector agencies participating in this second program cycle include the Cities of Corona, Chino Hills, Norco, Ontario, Palm Springs, Rancho Cucamonga, and

Riverside, as well as the Town of Apple Valley, the County of Riverside, the San Bernardino Community College District, the Coachella Valley Association of Governments, and WRCOG.

In the initial 2023/2024 year, the CivicSpark Program was hosted under the CivicWell agency. In 2024, to support the growth of CivicSpark into multiple states, it transitioned into Public Health Institute (PHI), one of the largest public health organizations in the country, whose climate change, leadership development, and fellowship opportunities align with that of CivicSpark. At PHI, CivicSpark will be supported by a strong operational infrastructure to deepen its outreach, engagement, and impact, and CivicSpark Fellows will join a community of professionals working on climate change and other public health issues.

I-REN staff has been working with CivicSpark staff to understand if this transition has any impact on the program and I-REN participation in it. The operational and contractual terms have remained consistent to what they have been in the previous years, and as such, staff recommend that the Executive Committee authorize the Executive Director to enter into an Agreement with CivicSpark, now under PHI, to continue support and deployment of the I-REN Energy Fellowship.

Prior Action(s):

October 15, 2024: The I-REN Executive Committee recommended that the WRCOG Executive Committee authorize the WRCOG Executive Director to enter into an Agreement with Public Health Institute to support the I-REN Energy Fellowship and to identify, recruit, and place up to 27 Fellows within the I-REN service territory for program services years through 2027.

Financial Summary:

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

Attachment(s):

[Attachment 1 - PHI CivicSpark Agreement](#)



**AGREEMENT FOR SERVICES OF
INDEPENDENT CONTRACTOR**
BETWEEN
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
AND
PUBLIC HEALTH INSTITUTE

THIS AGREEMENT (“Agreement”) is made and entered into as of December 2, 2024, (“Effective Date”) by and between the Western Riverside Council of Governments, a California public agency (“Partner”) and the Public Health Institute (“PHI”), a California nonprofit public benefit corporation.

RECITALS

- A. The Public Health Institute administers the CivicSpark program as part of the federal AmeriCorps program. PHI provides capacity building services to local organizations through project implementation activities performed by AmeriCorps Members (“CivicSpark Fellows” or “Fellows”). Fellows can only work on contracted and allowable service activities. CivicSpark will provide this service to the Partner by conducting assessments, implementing planning or action projects, engaging volunteers, and transferring knowledge to Partner’s staff.
- B. Partner desires to engage PHI to provide certain services through the CivicSpark program. PHI desires to provide those services and to be compensated accordingly.
- C. Partner and PHI enter into this Agreement in order to memorialize the terms concerning PHI performance of the services and Partner's obligations with respect thereto.
- D. Partner desires to engage PHI into a multi-year agreement for service years 2024/2025, 2025/2026, and 2026/2027.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual agreements set forth herein, Partner and PHI hereby covenant and agree as follows:

AGREEMENT

1. **PHI’s Scope of Services.** During the term of this Agreement, PHI agrees to perform the services described in Exhibit B - Scope of Services, (“Services”) attached hereto and incorporated herein. The project for which the services are provided must align with the performance measures and may not involve any of the prohibited activities set forth in Exhibit A – Contracted Performance Measures and Prohibited Activities attached hereto and incorporated herein.
2. **Partner’s Responsibilities.** During the term of this Agreement, Partner agrees to perform the responsibilities and roles as described in Exhibit C – Partner Responsibilities, attached hereto and incorporated herein, as such responsibilities and roles relate to Partner’s participation in the CivicSpark program.



3. Compensation; Reimbursable Expenses. For the Services provided by PHI under this Agreement, Partner shall pay PHI the compensation set forth in Exhibit D - Compensation and Billing, attached hereto and incorporated herein.

4. Term. The term of this Agreement shall commence and PHI's duties and responsibilities under this Agreement shall begin as of the date first written above and shall continue, as agreed to in the timeline defined in Exhibit F - Term. This Agreement is subject to earlier termination as provided herein, until the services are complete and all compensation and reimbursable expenses are paid to PHI.

5. Termination. This Agreement may be terminated prior to the end of the Term upon the bankruptcy or insolvency of either party or upon 30 days' written notice by the terminating party to the non-terminating party.

If either party defaults in the performance of this Agreement or materially breaches any of its provisions, the non-breaching party may terminate the Agreement by giving written notice to the breaching party. Termination will take effect immediately on receipt of notice by the breaching party or five days after mailing of notice, whichever occurs first. For purposes of this provision, material breach of this Agreement includes, but is not limited to, the following: (a) Partner's failure to pay PHI any compensation due within 30 days after written demand for payment; (b) PHI's failure to perform the Services as provided in this Agreement, not including a Fellow unable to provide services for the full contract duration and a suitable replacement cannot be provided; (c) Partner offering employment to the Fellow that is substantially similar to their CivicSpark scope of work, with a start date prior to the service year-end date as described in Exhibit C(1)(j); or (d) either party's material breach of any representation or agreement contained in this Agreement.

6. Excuse of Performance. PHI's obligation to perform the services specified in this Agreement shall be excused if the performance is prevented or substantially delayed due to circumstances not caused, in whole or in part, by PHI, including any such circumstances caused by Partner.

7. Independent Contractor. It is the express intention of the parties that PHI is an independent contractor and not an employee, agent, joint venturer, or partner of Partner. Nothing in this Agreement shall be interpreted or construed as creating or establishing a relationship of employer and employee between Partner and PHI or any employee or agent of PHI. Both parties acknowledge that PHI may retain the services of others to assist it but that such persons as Fellows and PHI's employees are not Partner employees for any purpose. PHI further agrees that it shall be exclusively responsible for payment of compensation and benefits to any Fellow and PHI employee it retains and shall be liable for all taxes required to be reported and remitted to appropriate tax authorities.

8. Insurance. PHI agrees to maintain: (1) commercial general liability insurance with minimum limits of \$1,000,000, written on an occurrence form basis and \$3,000,000 general aggregate, protecting it from claims for personal injury (including bodily injury and death) and property damage which may arise from or in connection with the performance of PHI's Services hereunder or from or out of any act or omission of PHI, its officers, directors, agents, subcontractors or employees; (2) professional liability insurance with minimum limits of \$2,000,000; (3) worker's compensation insurance as required by law;



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and (4) hired and non-owned auto insurance with minimum limits of \$1,000,000 for each accident. If requested, PHI shall provide a certificate of said insurance and an additional insured endorsement to Partner within 10 days of the execution of this Agreement.

Any deductibles or self-insured retentions must be declared to Partner. At the option of PHI, either the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to Partner, its officers, officials, consultants, and volunteers, or PHI shall provide a financial guarantee for payment of losses and related investigations, claim administration, and defense expenses.

For any claims related to PHI's performance of the Services, PHI's insurance coverage shall be primary insurance with respect to Partner, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Partner, its officers, officials, employees, and volunteers shall be excess of PHI's insurance and shall not contribute with it.

Each insurance policy required by this Agreement shall contain a waiver of subrogation in favor of Partner. For each policy, coverage shall not be suspended, voiced, canceled, or reduced in limits except after thirty (30) days' prior written notice has been given to Partner by PHI, except that ten (10) days' prior written notice shall apply in the event of cancelation for nonpayment of premium.

Insurance shall be placed with insurers admitted in the State of California and with an A.M. Best rating of A:VII or higher.

9. Indemnification. To the extent limited by applicable law, each party to this Agreement ("Indemnitor") shall defend, indemnify, defend and hold harmless the other party ("Indemnatee") and its directors, officers, agents, contractors, volunteers, and employees, from and against any and all liabilities and claims, including attorney's fees and other legal expenses, arising directly or indirectly from any act or failure by the Indemnitor of or in any way related to the Indemnitor's performance of this Agreement or representations made in this Agreement. The Indemnitor is not responsible for the acts or omissions of the Indemnatee and nothing herein shall be construed to require the Indemnitor to indemnify the Indemnatee for the acts or omissions of the Indemnatee. This provision shall survive the termination of this Agreement.

10. Ownership of Documents. Ownership of any designs, plans, maps, reports, specifications, drawings, and other information or items produced by PHI while performing Services under this Agreement will be assigned to and owned jointly by PHI and Partner. The original of all reports, memoranda, studies, plans, specifications, drawings, materials, exhibits, maps or other similar or related documents prepared by PHI in the performance of the Services for Partner shall be the joint property of PHI and Partner.

11. Notices. All legal notices or other communications required to be given hereunder shall be in writing and shall be deemed to have been given if: (1) personally delivered then on the date of personal delivery; (2), if mailed by certified mail, postage prepaid, return receipt requested, then three (3) business days after mailing and shall be addressed as follows:

To PHI (if legal): Office of Chief Legal Counsel



Public Health Institute
555 12th Street, Suite 600
Oakland, CA 94607-4046

Any notices related to post-award management shall be in writing and sent via electronic mail. Notice will be deemed to have been given when sent by electronic mail upon the sender's receipt of acknowledgement from the intended recipient.

To PHI (if other) CivicSpark
Public Health Institute
CivicSparkContracts@phi.org

To Partner: Casey Dailey, Director of Energy & Environmental
Western Riverside Council of Governments (WRCOG) on behalf of
Inland Regional Network (I-REN)
3390 University Avenue, Suite 200
Riverside, CA 92501
(951) 405-6720
cdailey@wrcog.us

Either party may change its address by giving written notice thereof to the other party.

12. Attorneys' Fees. The party prevailing in any action at law or in equity necessary to enforce or interpret the terms of this Agreement shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which that party may be entitled.

13. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California, without giving effect to principles of conflicts of laws. Any suit, action or legal proceeding arising out of this Agreement shall be submitted to a state or federal court sitting in Alameda County, California, which will have exclusive jurisdiction and venue over the dispute and to which jurisdiction the parties irrevocably submit.

14. Entire Agreement; Amendments. This Agreement contains all of the agreements of the parties hereto with respect to the matters contained herein and no prior or contemporaneous agreement or understanding, oral or written, pertaining to any such matters shall be effective for any purpose. No provision of this Agreement may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest. In particular, neither party may vary the scope of services described in Exhibit B – Scope of Services or responsibilities in Exhibit C – Partner Responsibilities except as expressly agreed to in writing by the other party. The budgets for direct labor and expenses are based on the Services described in Exhibit B – Scope of Services and any modification may affect direct labor costs and project expenses and must be approved in writing by Partner

15. Headings. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions of this Agreement.



16. Severability. If, for any reason, any provision or partial provision of this Agreement is held invalid, such invalidity shall not affect the remainder of such provision or any other provision of this Agreement not so held invalid, and each other provision, or portion thereof, shall, to the full extent consistent with law, continue in full force and effect.

17. Waiver. The waiver of any breach of any provision hereunder by any party hereto shall not be deemed to be a waiver of any preceding or subsequent breach hereunder.

18. Warranty of Authority. Each of the undersigned hereby warrants that he/she has authority on behalf of his or her principal to execute this Agreement and to bind such principal to the terms hereof.

19. Counterparts. This Agreement may be executed by electronic or hard-copy signature and in counterparts, each of which shall be deemed to be one and the same instrument. The exchange of executed copies of this Agreement by facsimile, email or other electronic transmission will constitute effective execution and delivery of this Agreement for all purposes. Signatures of the parties transmitted by such methods will be treated in all respects as having the same effect as an original signature.

20. Match Funds Under Federal Award. PHI will be applying funding received under the Agreement to serve as a federal “Match” or “Cost Share” for a federally funded Award as described further in Exhibit A. Partner certifies that the source of funding used to fund this Agreement comply with Title 2 CFR § 200.306.



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Dated as of the Effective Date set forth above.

PARTNER:

Western Riverside Council of Governments, a California public agency

By _____
Dr. Kurt Wilson, Executive Director

Approved as to form:

By _____
WRCOG General Counsel
Best Best & Krieger

Public Health Institute:

Public Health Institute, a California nonprofit public benefit corporation

Signed by:
By Rebecca Silva
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Rebecca Silva, Vice President of Grants and Contracts



Exhibit A

Contracted Performance Measures and Policies

PHI has contracted with AmeriCorps to implement CivicSpark as an AmeriCorps program. **Fellows can only work on service outlined in performance measures approved by AmeriCorps and must abide by Federal guidelines for AmeriCorps program implementation.** Performance measures define how CivicSpark will provide service to Partner by: conducting assessments; implementing planning, research or implementation projects; engaging volunteers; and transferring knowledge to Partner staff. The project scope in Exhibit B must align with the measures below:

- 1) Capacity Building for Local Public Organizations – Fellows’ direct service hours should be spent building capacity for local service recipients to address their relative needs with regard to specific issues (e.g., climate, water, housing etc.). Fellows will address these needs by assisting one or more local service recipients to develop or implement projects that they would otherwise not be able to complete. Capacity building will be delivered in 3 stages, including: (1) gap assessments; (2) research, planning, and implementation service projects; and (3) transition of knowledge.
- 2) Volunteer Engagement – All Fellows should have the opportunity to build further capacity by engaging, recruiting, and supporting volunteers. Volunteers may be engaged as either one-time volunteers (e.g., – volunteers to assist for a specific event such as Earth Day or service activities) or as on-going volunteers such as interns).
- 3) Training and Professional Development for Fellows – Fellows can spend up to 20% of their service year (340 of their 1700 total hours) on training. Training includes the one-week orientation at the start of the service year, mid-year gathering, continued monthly trainings, and professional development and networking opportunities. Training hours ensure that Fellows have the training and tools they need to succeed in their service work and to grow as professionals.

The majority of the work provided by CivicSpark to Partner via direct service only involves the first measure (Capacity Building). The second and third measures are predominantly met through training, service and professional development activities provided to the Fellows by PHI. Some activities that occur while working with local government beneficiaries or other project partners may be considered training and professional development, such as networking events and trainings conducted by or attended in partnership with Partner.

Prohibited Activities: Federal guidelines further restrict certain activities, which cannot be engaged in by CivicSpark Fellows or Supervisors while charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the CivicSpark program or AmeriCorps, this includes direct fundraising or grant writing which are not allowable activities in CivicSpark. **In addition to only working on contracted performance measure service activities, the following activities are prohibited** (see 45 CFR § 2520.65):

1. Attempting to influence legislation;
2. Organizing or engaging in protests, petitions, boycotts, or strikes;
3. Assisting, promoting, or deterring union organizing;
4. Impairing existing contracts for services or collective bargaining agreements;



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5. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
6. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
7. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
8. Providing a direct benefit to—
 - (1) A business organized for profit;
 - (2) A labor union;
 - (3) A partisan political organization;
 - (4) A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 except that nothing in these provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
 - (5) An organization engaged in the religious activities described above, unless AmeriCorps assistance is not used to support those religious activities;
9. Conducting a voter registration drive or using AmeriCorps funds to conduct a voter registration drive;
10. Providing abortion services or referrals for receipt of such services; and
11. Such other activities as AmeriCorps may prohibit.

Fellows, like other private citizens, **may** participate in the above listed activities **on their own time, at their own expense, and on their own initiative**. However, the AmeriCorps logo **must not** be worn while doing so.

Reasonable Accommodations: Per Federal Guidelines and PHI policies, the CivicSpark programs and activities must follow equal opportunity employment requirements and be accessible to persons with disabilities by providing reasonable accommodation. In support of this:

1. PHI and Partner will comply with Equal Opportunity Employment guidelines.
2. PHI and Partner will endeavor to make reasonable accommodations to known physical or mental limitations of qualified AmeriCorps members with disabilities unless the accommodation would impose an undue hardship on the program operations.
3. PHI and Partner will endeavor to accommodate the sincere religious beliefs of AmeriCorps Members to the extent such accommodation does not pose an undue hardship on the Organization's operations.
4. PHI and Partner will not allow any form of retaliation against individuals who raise issues of equal employment opportunity or reasonable accommodation.

Non-Duplication and Non-Displacement: Federal guidelines further restrict engagement of CivicSpark Fellows to duplicate or displace staff (see [45 CFR § 2540.100\(e\)-\(f\)](#), noted below)



(e) **Nonduplication.** AmeriCorps assistance may not be used to duplicate an activity that is already available in the locality of a program. And, unless the requirements of paragraph (f) of this section are met, AmeriCorps assistance will not be provided to a private nonprofit entity to conduct activities that are the same or substantially equivalent to activities provided by a State or local government agency in which such entity resides.

(f) **Nondisplacement.**

(i) An employer may not displace an employee or position, including partial displacement such as reduction in hours, wages, or employment benefits, as a result of the use by such employer of a participant in a program receiving AmeriCorps assistance.

(ii) An organization may not displace a volunteer by using a participant in a program receiving AmeriCorps assistance.

(iii) A service opportunity will not be created under this chapter that will infringe in any manner on the promotional opportunity of an employed individual.

(iv) A participant in a program receiving AmeriCorps assistance may not perform any services or duties or engage in activities that would otherwise be performed by an employee as part of the assigned duties of such employee.

(v) A participant in any program receiving assistance under this chapter may not perform any services or duties, or engage in activities, that—

1. Will supplant the hiring of employed workers; or
2. Are services, duties, or activities with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures.

(vi) A participant in any program receiving assistance under this chapter may not perform services or duties that have been performed by or were assigned to any—

- i. Presently employed worker;
- ii. Employee who recently resigned or was discharged;
- iii. Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures;
- iv. Employee who is on leave (terminal, temporary, vacation, emergency, or sick);
- or
- v. Employee who is on strike or who is being locked out.

Labor Union Concurrence: In following non-duplication and non-displacement AmeriCorps policies as noted above, the Partner must obtain the written concurrence of any local labor organization(s) representing employees of the Partner who are engaged in the same or substantially similar work as that proposed to be carried out by the Fellow in Exhibit B if they:

1. Will serve as a placement site for AmeriCorps members (Fellows);
2. Has employees engaged in the same or substantially similar work as that proposed to be carried out by AmeriCorps members; and
3. Those employees are represented by a local labor organization.

Written concurrence can be in the form of a letter or e-mail from the local union leadership. Written concurrence should be included along with this contract if applicable.

Partner is not required to obtain labor organization concurrence if:



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1. There are no local labor organizations representing employees of the Partner who are engaged in the same or substantially similar work as that proposed to be carried out; or
2. Partner is not required to consult with labor organizations, because there are no appropriate local labor organizations representing employees in the area who are engaged in the same or similar work as that proposed to be carried out by the Fellow.



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Non-Harassment and Civil Rights Policy:



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Employee Civil Rights and Non-Harassment Policy

AmeriCorps is committed to treating all persons with dignity and respect while building a diverse, equitable, inclusive workplace where benefits and opportunities for advancement are accessible to all. AmeriCorps maintains a zero-tolerance policy for any unlawful discrimination and harassing conduct towards any employee, intern, or contractor. As a federal agency, compliance with the anti-discrimination laws and the regulations enforced by the [United States Equal Employment Opportunity Commission](#), and the maintenance of a model EEO program are rigorously upheld. Building a culture of diversity, equity, inclusion, and accessibility demands the prevention of discrimination and harassment, along with taking swift action when it occurs.

AmeriCorps prohibits any forms of discrimination and harassment based upon a person's protected status. "Protected status" means a person's race, color, national origin, sex, age (40 and over), religion, sexual orientation, disability (mental, physical, or invisible), gender identity or expression, political affiliation, marital or parental status, pregnancy, genetic information (including family medical history), military service, their submission of a complaint, or activity in any Equal Employment Opportunity related activity. AmeriCorps seeks an environment that is free of discrimination and harassment, and to provide all employees the freedom to compete on a fair and level playing field.

AmeriCorps will not tolerate any harassment that may include slurs and other verbal or physical conduct that relates to an individual's gender, race, ethnicity, religion, sexual orientation, or any other protected status when such behavior has the purpose or effect of interfering with job performance or creating an intimidating, hostile, or offensive work environment. Every AmeriCorps employee should familiarize themselves with our [Anti-Harassment Policy and Procedure](#).

AmeriCorps does not tolerate harassment from any AmeriCorps employee; supervisor; manager; non-employee (e.g., contractors); national service members or volunteers.

Examples of harassing conduct include, but are not limited to: explicit or implicit demands for sexual favors; pressure to engage in a romantic relationship or for dates; deliberate touching of another person without consent, leaning over or cornering a person; repeated offensive teasing, jokes, remarks, or questions; unwanted letters, emails, text messages or phone calls; distribution or display of offensive materials, including on social media; offensive looks or gestures based on a person's gender, race, ethnicity, or religious baiting; physical assault or other threatening behavior; and demeaning, debasing, or abusive comments or other actions that intimidate and are based on a person's protected status. Conduct directed at a single individual in the workplace may create an offensive environment for others, even if they were not targeted.

Discrimination or harassment, when identified, will result in immediate corrective action by AmeriCorps. Any employee who violates this policy will be subject to appropriate discipline, up to and including removal from federal service. AmeriCorps' supervisors and managers will immediately notify the Office of Human Capital when they become aware of alleged discrimination or harassment by an employee, service member, or other individuals. After

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250 E Street SW
Washington, D.C. 20525
202-606-5000 / 800-942-2677



consulting with the Office of Human Capital on appropriate measures, the supervisor or manager must take prompt action to effectively address any such conduct.

AmeriCorps prohibits retaliation or reprisal against any employee who raises discrimination or harassment concerns or participates in any Equal Employment Opportunity activity including filing a complaint against a supervisor or coworker, reporting harassment of a service member, volunteer, contractor, or employee, or providing a witness statement during an investigation.

Harassment and discrimination are unacceptable in AmeriCorps offices, facilities or campuses, virtual meetings, and in other service-related venues. This includes training sessions, convenings, off-campus service sites, service-related social events, and other off-site gatherings or events (whether in person or virtual).

Any AmeriCorps employee, former employee, or applicant for employment who believes they were harassed or discriminated against in violation of civil rights laws, regulations, or this policy, or who believes they were subject to reprisal for opposing discrimination or participating in the discrimination complaint proceedings (e.g., as a complainant or witness), should raise those concerns with AmeriCorps' Civil Rights and Employment Branch within 45 calendar days of the harassing or discriminatory action. Discrimination claims that are not brought to the attention of AmeriCorps' Civil Rights and Employment Branch within 45 calendar days of the occurrence may not be accepted for investigation if a formal complaint is filed.

The confidentiality of any employee who reports harassment or discrimination, or participates in a related investigation, will be protected to the greatest extent possible, as provided by law. AmeriCorps' Civil Rights and Employment Branch may be reached via (202) 606-3461 or eo@americorps.gov. Employees may also consider AmeriCorps' Alternate Dispute Resolution Program as an informal way to resolve workplace conflicts. If you are interested in learning more about our Alternate Dispute Resolution Program, please email adr@americorps.gov.

November 7, 2023

Date

Michael D. Smith
Chief Executive Officer
AmeriCorps



Exhibit B

Scope of Services

PHI will perform the following services:

1) General Program Responsibilities

- a. Provide clear guidelines to Fellows regarding AmeriCorps regulations and expectations.
- b. Recruit and train Fellows to provide capacity building services for the region.
- c. Work to provide support and guidance for Fellows, addressing any concerns that might develop during the service year.
- d. Hold Fellows accountable for the desired service results and work with Fellows on their professional development and behavior.
- e. Manage local government beneficiary and/or other partner service contracts.
- f. Share outcomes from service with Partner.
- g. Provide membership to PHI's national network for an additional fee, if desired. As a PHI member, you will have access to our wider organization's direct assistance and practical tools for implementing on-the-ground successes in your community. Member benefits including networking and best practices, event discounts, invitations to lunch & learns, news and action updates, resource highlights and policy action alerts.

2) Fellow Responsibilities

- a. Pass a state, national, and National Sex Offender Public Website (NSOPW) background check before starting their service year.
- b. Participate in a 1-week program orientation and complete at least 100 hours of training through dedicated Fellow training, development, and service days.
- c. Serve an average of 37 hours per week for 11 months, serving a minimum of 1700 total hours, with at least 1300 hours dedicated to Partner project activities (see below).
- d. Comply with guidelines for performance measures and abide by regulations on prohibited activities described in Exhibit A above.
- e. Complete accurate project reporting in a timely manner as required by AmeriCorps, including: assessments, implementation, hours served, volunteers recruited and supported, and transition of knowledge to local governments.
- f. Avoid participation in prohibited activities.
- g. Identify as a Fellow and wear AmeriCorps lapel pins or gear during service hours.
- h. Participate in days of national service including, but not limited to: Martin Luther King, Jr. Day of Service; State Day of Service, and AmeriCorps week Service Day.

3) Project Specific Scope of Work

- a. Town of Apple Valley
 - i. In support of the Town's Energy Efficiency Projects, the fellow will provide assistance with project management and collect/report out data necessary for the successful completion of project. Project(s) are intended to reduce the Town of Apple Valley's carbon footprint and reliance on sources of power that generate GHGs
- b. City of Chino Hills



- i. In support of the City’s Energy Reduction and Sustainability Project, the fellow will facilitate full implementation of the approved recommended measures identified in created climate goals and action plans.
- c. City of Riverside – Office of Sustainability
 - i. In support of the City’s Municipal Energy Efficiency Planning and Evaluative Site Mapping for Alternative Fuel Siting projects, the fellow will support the identification of citywide areas of opportunity for EV and alternative fuels infrastructure that would further enable EV adoption across the City, as well as, evaluating City building stock and upcoming construction projects for infrastructure opportunities to create more sustainable, healthy, and efficient structures.
- d. City of Riverside
 - i. In support of the City’s establishment of an Office of Sustainability and Pre-Development of a Citywide Climate Action Plan, the fellow will assist in mapping and establishing the parameters for a new Citywide Office of Sustainability that will be housed within the City Manager’s Office. The Fellow will also work to establish initial outreach and data collection planning for a Climate Action Plan which will be part of the City’s new General Plan development process.
- e. Coachella Valley Associated Governments
 - i. In support of CVAG’s Energy Efficiency Program Support - Community Education and Outreach project, the fellow will support the development and communications of I-REN resources to cities and communities within CVAG areas.
- f. Corona
 - i. In support of the City’s Corona Energy Resilience Study, the fellow will support in the identification of the city’s facilities’ energy usage and development of implement strategies to improve its energy efficiency in these facilities.
- g. San Bernardino Community College District – SBCCD Sustainability Resilience Project
 - i. In support of SBCCD’s SBCCD Sustainability Resilience Project, the fellow will assist in the implementation of sustainability initiatives and technical analysis, reducing carbon emissions, and improving resource efficiency at SBCCD facilities and operations.
- h. Norco
 - i. In support of the City’s Rural Living with Environmental Awareness Project, the fellow will be assist in reviewing and implementing energy projects identified the City’s 5-year Capital Improvement Plan.
- i. Ontario
 - i. In support of the City’s Strategic Energy Efficiency Planning for Facilities and Equipment, the fellow will assist in the development of a strategic energy efficiency plan for facilities, fleet, and equipment.
- j. Palm Springs
 - i. In support of the City’s Refining Energy Efficiency Support Programs for Buildings Project, the fellow will support internal climate mitigation work (leading the energy action planning effort in collaboration with I-REN and Palm



Springs Public Works) and mitigation work for public buildings (identifying and assembling resources that help our most vulnerable residents improve their buildings and reduce emissions).

- k. Rancho Cucamonga
 - i. In support of the City's Project, the fellow will support Fostering Active Transportation and Micromobility via Safe Routes to School Program Initiatives.
- l. Riverside County - Housing and Workforce Solutions
 - i. In support of the County's Transformative Climate Communities (TCC) Project, the fellow will assist in addressing the needs of disadvantaged communities disproportionately impacted by pollution, poverty, and health disparities and equip residents with the skills they need for green careers, fostering healthier, safer, and more sustainable neighborhoods
- m. WRCOG
 - i. In support of WRCOG's Workforce Project, the fellow will help to finalize the I-REN Workforce Assessment and implement the recommendations of the assessment



n. **Exhibit C**

Partner Responsibilities

Partner will perform the following services:

- (1) Support Responsibilities
 - (a) Support Fellow recruitment by advertising your open placement through appropriate channels and networks (e.g., websites, newsletters, social media, job boards, etc.)
 - (b) Identify one staff member to act as the “Site Supervisor” for the project, and point person for both the Fellow and CivicSpark staff. At the time of this agreement, the Partner staff member assigned as Site Supervisor for the Fellow during their term of service is:
 1. Apple Valley: Guy Eisenbrey, geisenbrey@applevalley.org
 2. Chino Hills: Jarrod Manuel, jmanuel@chinohills.org
 3. City of Riverside (2 fellows): Fortino Morales III, FoMorales@riversideca.gov
 4. CVAG (2 fellows): Jacob Alvarez, jalvarez@cvag.org
 5. Corona: Savat Khamphou, Savat.Khamphou@coronaca.gov
 6. SBCCD: Yash Patel, ypatel@sbccd.edu
 7. Norco: Amanda Hamilton, ahamilton@ci.norco.ca.us
 8. Ontario: Manny Rebolledo, mrebolledo@ontarioca.gov
 9. Palm Springs: Lindsey-Paige McCloy, lindsey-paige.mccloy@palmspringsca.gov
 10. Rancho Cucamonga: Clarence De Guzman, clarence.deguzman@cityofrc.us
 11. County of Riverside: Marian Singer, MSinger@rivco.org
 12. WRCOG: Tyler Masters, tmasters@wrcog.us
 - (c) Site Supervisor shall support project implementation and professional development by:
 - (i) Setting aside at least 1 hour/week to check in with each Fellow and provide assistance for each approved project.
 - (ii) Familiarizing Fellows to the host organization (including safety procedures and protocols), resources, and project scope.
 - (iii) Completing an initial performance assessment of each Fellow (survey and goal setting) within 1 month of the start of the service year; conducting a mid-year performance review; and completing a final performance review survey prior to the end of the service year.
 - (iv) Seeking opportunities to integrate Fellows’ professional goals into project activities.
 - (v) As appropriate, facilitating Fellows’ transition at the end of their service year by introducing Fellows to relevant colleagues and networks.
 - (vi) Provide adequate professional workspace for Fellows within the office (e.g., desk, computer, phone, etc), and ensure that site and workplace are accessible to individuals with disabilities if needed. The Partner’s office address is: **3390 University Avenue, Suite 200, Riverside, CA 92501.**



1. Provide a laptop or equivalent computer if Fellow(s) will be teleserving from home on a regular basis (e.g. hybrid schedule).
2. If needed due to COVID or any other emergency reason, be able to support partial virtual service for Fellows (e.g., remote access to files, plans for virtual check-in and support, technology support for remote work)
- (d) Develop defined project scope(s) and identify goals to be completed in an agreed upon timeframe.
 - (i) Ensure key staff for each defined project completes a pre-service capacity assessment survey before the start of the service year and a post-service capacity assessment towards the end of the year.
 - (ii) Ensure key staff for each defined project participates in a project interview early on in the service year (within the first 2-3 weeks), a part of the CivicSpark gap assessment process.
- (e) Support implementation of project(s) consistent with scope above and in line with CivicSpark program goals (including supporting volunteer engagement activities and participating in transitional event)
- (f) Keep Regional Coordinators and/or other PHI staff apprised of project developments and/or challenges, and working to redefine project scope(s) and goals as necessary.
- (g) If challenges arise (related to professionalism, work products, etc.) provide specific written feedback to the Fellow and share with PHI staff in a timely manner so PHI staff can assess the challenges and intervene as needed.
- (h) Assist with occasional site visits to Partner by PHI staff.
- (i) Not displace Partner staff or volunteers through the use of CivicSpark Fellows, nor have CivicSpark Fellows perform any services or duties that would supplant the hiring of employed workers.
- (j) Not offer the CivicSpark Fellow part- or full-time employment that is substantially similar to their CivicSpark scope of work, with a start date prior to the service year-end date. Such circumstances would constitute a material breach of this Agreement as described under 5. Termination above, and Partner would remain responsible for paying any remaining amounts due under this Agreement had the Fellow completed their project with the Partner.
- (2) Reporting Responsibilities
 - (a) Complete applications for CivicSpark projects, identifying:
 - (i) Total hours desired for service work;
 - (ii) Identification of at least 2 projects for at least 1 beneficiary per fellow (or 1 project for 2 or more beneficiaries).
 1. Beneficiaries can be individual departments within a single local government or even individual staff members within the same department.
 2. Specific eligibility requirements are provided here:
<https://civicsparkfellowship.org/partnership-opportunities>
 - (b) Ensure a staff person involved in the project from each local government beneficiary completes a pre-service capacity assessment survey before the start of the service year and a post-service capacity assessment towards the end of the year. The pre-service survey defines goals for the project and establishes a baseline perspective on issues relevant to the specific project issue (i.e., climate, water, housing, mobility, etc.). The



post-service survey evaluates the degree to which the Fellows' work made progress toward the goals and baselines established in the pre-service capacity assessment survey.

- (c) Ensure a staff person involved in the project from each local government beneficiary participates in a project interview early on in the service year (within the first 2-3 weeks), a part of the CivicSpark gap assessment process.
- (d) Submit Fellow performance assessments on time, as described above.
- (e) Complete any additional project reporting defined as necessary.
- (f) Allow CivicSpark to share results of all reporting with the state service commission and AmeriCorps, for required grant reporting.



Exhibit D
Compensation and Billing

This is a firm fixed price type agreement and compensation will be provided in a lump sum as described in this exhibit. Costs, total project hours¹, additional prep-hours and travel budget for support options on a per-Fellow basis are defined below.

PHI will receive no more than \$476,240 for 13 full-time (5 returning) and 1 three-quarter time Fellow(s), plus reimbursable expenses as outlined in Exhibit , for performing the services set forth in this Agreement.

	Per Fellow Benefits
Costs	\$31,000/Full-Time Fellow \$24,000/Three-Quarter Time Fellow Additional \$5,000/Fellow for five returning Fellows to same site
Project Support	11 Months, 1,300+ project hours for Full-Time Fellows 7.5 months, 920+ project hours for Three-Quarter Time Fellows
Additional Benefits	Up to 80 additional project-prep hours (40 for three-quarter time). Up to 100 volunteer engagement hours (70 for three-quarter time).

PAYMENT OPTION

Lump Sum Payment —\$452,000

The Partner shall make a one-time, **lump sum payment** to PHI that covers the entirety of the amount due for services to be performed. Lump Sum payment is **due at contract signing**. If for some reason Fellow is unable to provide services for the full contract duration (e.g., a Fellow leaves the program for medical or personal reasons and a suitable replacement cannot be provided), Partner is only responsible for the portion of the contract amount for the hours of service actually provided. Partner must inform PHI prior to the project start if they need invoices to include specific format, tasks, billing codes, or other details.

¹ Note that project hours include all project related activities as well as basic administrative tasks related to CivicSpark service (e.g., completing timecards, progress reports, project related communications with PHI staff, etc.).



Partner Billing Contact Details & Instructions

Partner Organization Billing Address: 3390 University Avenue, Suite 200 Riverside, CA 92501

Main Billing Contact

Name & Title: Benjamin Druyon, Program Manager

Email Address: bdruyon@wrcog.us

Phone: (951) 675-2326

Billing Contact #2

Name & Title: Tyler Masters, Program Manager

Email Address: tmasters@wrcog.us

Phone: (951) 203-6281

Special Instructions for Invoicing (if any): Email invoices to invoicing@iren.gov

Payments to be made by: Check ☐ ACH ☐ (see ACH instructions below)

Name & Title: _____

Date: _____

ACH Instruction	
Account Name	PUBLIC HEALTH INSTITUTE
Account Type	CHECKING
Account Number	4122400534
ACH Routing Number	121000248
SWIFT/BIC Code	WFBIUS6S
Bank Name and Address	WELLS FARGO BANK 420 MONTGOMERY ST. SAN FRANCISCO, CA 94104
EIN	94-1646278



Exhibit E

Reimbursable Expenses

PHI does not cover project-related expenses related to the service project. All project-related expenses are the responsibility of the Partner. This can occur by 1) Partner paying for these expenses directly; or 2) Partner has the Fellow pay for expenses themselves, and then reimburses Fellow for such expenses.

Expenses that the Partner should plan for include mileage, meals, event fees, and any other expenses needed for the Fellow to implement the project. Fellows should not incur expenses relating to the project unless the Partner has funds to cover such expenses.

Partner agrees that, should Partner request PHI to handle reimbursements for Fellows on behalf of Partner, partner must pay an administrative fee, in the amount of five percent (5%), plus indirect costs (16.2%) of the combined reimbursement amount.

The total amount of project-related reimbursable expenses shall not exceed \$24,240 (which includes cost of administrative fee and indirect costs). Absent a written amendment to this Agreement, Partner shall not be responsible for reimbursement of expenses exceeding the not-to-exceed limit outlined in this Exhibit E.

Reimbursable expenses may include:

- Mileage
- Meals
- Lodging
- Event/Registration Fee
- Material costs
- Other

Fellow expenses shall be submitted by Fellow to Partner in writing for approval prior to Fellow incurring these expenses and prior to Partner being charged for reimbursement for an expense incurred during the completion of activities outlined in the Scope of Service (Exhibit B).



Exhibit F Timeline

All tasks enumerated in Exhibit B – Scope of Services are expected to start on September 16, 2024, with a CivicSpark program Orientation, and will begin at the host site on September 25, 2024. Fellow activities should be completed by August 30, 2025. This is a multi-year agreement and will include participation for program years 2025/2026, and 2026/2027 in future amendments that include additional scopes of work and funding amounts.



Western Riverside Council of Governments

WRCOG Executive Committee

Staff Report

Subject: On-Call Professional Services Agreements for I-REN Education & Outreach Services

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

Date: December 2, 2024

Recommended Action(s):

1. Authorize the Executive Director to execute a new On-Call Professional Services Agreement between WRCOG and Burke Rix Communications to support I-REN with Education & Outreach services in an amount not-to-exceed \$250,000, for a term through December 2027.
2. Authorize the Executive Director to execute a new On-Call Professional Services Agreement between WRCOG and Chino Valley Chamber of Commerce to support I-REN with Education & Outreach services in an amount not-to-exceed \$250,000, for a term through December 2027.
3. Authorize the Executive Director to execute a new On-Call Professional Services Agreement between WRCOG and Costin Public Outreach Group, Inc., to support I-REN with Education & Outreach services in an amount not-to-exceed \$250,000, for a term through December 2027.
4. Authorize the Executive Director to execute a new On-Call Professional Services Agreement between WRCOG and CV Strategies to support I-REN with Education & Outreach services in an amount not-to-exceed \$250,000, for a term through December 2027.
5. Authorize the Executive Director to execute a new On-Call Professional Services Agreement between WRCOG and OPR Communications to support I-REN with Education & Outreach services in an amount not-to-exceed \$250,000, for a term through December 2027.

Summary:

Since 2023, staff has identified a growing need for education and outreach services at Inland Regional Energy Network (I-REN) community events to support various program outreach. As such, staff determined that it would be beneficial to develop a bench of qualified on-call consultants to support I-REN in messaging, and to providing education & outreach on I-REN programs across Riverside and San Bernardino Counties. Staff released a Request for Proposal (RFP), evaluated 10 proposals, interviewed six firms, and now recommends creating a bench of five consultants.

Purpose / WRCOG 2022-2027 Strategic Plan Goal:

The purpose of this item is to request approval to enter into five on-call contracts to support I-REN education & outreach services through 2027. 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 November 2021, the California Public Utilities Commission (CPUC) approved the I-REN Business Plan with a budget of \$65M for program years 2022 - 2027. The I-REN Business Plan included multiple goals across three program sectors (Public Sector, Codes & Standards, and Workforce Education & Training) that were developed based on input from stakeholders within Riverside and San Bernardino Counties since 2019.

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

Present Situation

On September 18, 2023, I-REN's WE&T Sector launched its first program, the I-REN Energy Fellowship. The goal of the I-REN Energy Fellowship is to recruit and place interested Fellows directly at public sector agencies, across Riverside and San Bernardino Counties, to work on important energy initiatives.

As of September 23, 2024, the I-REN Energy Fellowship has entered into its second year and has placed 13 Fellows at public sector agencies. I-REN's recruitment initiatives have supported the Fellowship in obtaining more interest for the I-REN Energy Fellowship. Having completed recruitment for two separate Fellowship service year periods (2023/2024 and 2024/2025), staff have identified a couple of things: 1) the need to engage public sector agencies early to secure their interest in Fellows for the following cycle, and 2) the increased need to participate in dozens of university, community college, and community job and resources fairs to increase awareness and recruit an adequate number qualified individuals to participate in the Program. This most recent year, CVAG, SBCOG, and WRCOG staff participated in over 40 community events, career panels, etc., to outreach to potential fellows.

The Statewide CivicSpark Fellows, of which the I-REN Fellowship cohorts is a part of, received over 150+ applicants; 48 of those applicants were from three local universities and the 12 community colleges within Riverside and San Bernardino Counties. This year, staff identified that an increased number of applicants are located in areas within some of the more inland or rural cities and towns (for example, the Town of Apple Valley and the Cities of Indio and Palm Spring). Last year, some of these agencies had very few or no candidates to interview and had to withdraw. Through additional outreach this year, all of the site hosts received at least a handful of qualified candidates to select from.

The level of outreach to achieve these results, however, required many hours of outreach from I-REN staff. To keep this model sustainable moving forward, and to balance staff time and make the most efficient use of time and budget, I-REN staff recommends developing a bench of on-call consultants that can represent I-REN at events like the 40+ attended by staff last year, to provide education and outreach services on programs like the I-REN Fellowship and other future programs that would resonate with I-REN communities.

Staff released an RFP on August 6, 2024. A total of 10 proposals were received. A staff selection panel was created, comprised of equal representation from CVAG, SBCOG, and WRCOG, to evaluate the

proposals. Staff interviewed the top six proposals given their experience in the tasks identified in the proposal and their familiarity with the I-REN region, and the unique subregions within. September 16 - 23, 2024, staff interviewed the six firms. From these interviews, the I-REN selection panel recommends that the Executive Committee authorize the WRCOG Executive Director to enter into agreements with the following firms to create a bench of qualified education and outreach on-call consultants:

1. Burke Rix Communications
2. Chino Valley Chamber of Commerce
3. Costin Public Outreach Group, Inc.
4. CV Strategies
5. OPR Communications

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

Prior Action(s):

October 15, 2024: The I-REN Executive Committee recommended that the WRCOG Executive Committee authorize the WRCOG Executive Director, upon review by WRCOG legal counsel, to 1) execute a new On-Call Professional Services Agreement between WRCOG and Burke Rix Communications to support I-REN with Education and Outreach services in an amount not-to-exceed \$250,000, for a term through December 2027; 2) execute a new On-Call Professional Services Agreement between WRCOG and Chino Valley Chamber of Commerce to support I-REN with Education and Outreach services in an amount not-to-exceed \$250,000, for a term through December 2027; 3) execute a new On-Call Professional Services Agreement between WRCOG and Costin Public Outreach Group, Inc., to support I-REN with Education and Outreach services in an amount not-to-exceed \$250,000, for a term through December 2027; 4) execute a new On-Call Professional Services Agreement between WRCOG and CV Strategies to support I-REN with Education and Outreach services in an amount not-to-exceed \$250,000, for a term through December 2027; and 5) execute a new On-Call Professional Services Agreement between WRCOG and OPR Communications to support I-REN with Education and Outreach services in an amount not-to-exceed \$250,000, for a term through December 2027.

Financial Summary:

Activities related to the Workforce Education & Training Sector are included under the Fiscal Year 2024/2025 I-REN Budget in Fund 180, under the Workforce Education & Training subprogram

Attachment(s):

[Attachment 1 - WRCOG IREN On Call Agreement with BurkeRix](#)

[Attachment 2 - WRCOG IREN On Call Agreement with Chino Valley Chamber](#)

Attachment 3 - WRCOG IREN On Call Agreement with Costin

Attachment 4 - WRCOG IREN On Call Agreement with CVStrategies

Attachment 5 - WRCOG IREN On Call Agreement with OPR Communications

Attachment

Professional Services Agreement for
I-REN Education and Outreach On-
Call Services with Burke Rix
Communications

**WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
PROFESSIONAL SERVICES AGREEMENT
FOR ON-CALL SERVICES
FOR I-REN EDUCATION AND OUTREACH ON-CALL SERVICES
CONTRACT NUMBER 2024-67-2080-004**

1. PARTIES AND DATE.

This Agreement is made and entered into this ____ day of _____, 20____, by and between the Western Riverside Council of Governments, a California public agency ("WRCOG"), and the **Burke Rix Communications, a Limited Liability Company** ("Consultant"). WRCOG and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain on-call professional services required by WRCOG on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing education and outreach services across the Riverside and San Bernardino counties, is licensed in the State of California, and is familiar with the plans of WRCOG and Inland Regional Energy Network (I-REN).

2.2 Project.

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

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to WRCOG all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply I-REN education and outreach support that includes but is not limited to event management and participation, strategic outreach counseling, and content development ("Services"). The Services are generally described in Exhibit "A" attached hereto and incorporated herein by reference, and which are stated in the proposal to WRCOG and approved by WRCOG's Executive Committee. The Services shall be more particularly described in the individual Task Order issued by WRCOG or its designee. No services shall be performed unless authorized by a fully executed Task Order in the form attached hereto as Exhibit "B." All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from December 2, 2024 to June 30, 2027, unless earlier terminated as provided herein. WRCOG shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than one additional one-year term. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Responsibilities of Consultant.

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

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

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

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

3.2.5 WRCOG's Representative. WRCOG hereby designates Director of Energy & Environmental Programs, or his or her designee, to act as its representative for the performance of this Agreement ("WRCOG's Representative"). WRCOG's Representative shall have the power

to act on behalf of WRCOG for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than WRCOG's Representative or his or her designee.

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

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

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

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

3.2.10 Insurance.

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

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

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

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

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

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

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

(A) General Liability.

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

(ii) The policy shall contain no endorsements or

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

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

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

(B) Automobile Liability.

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

(C) Workers' Compensation and Employers Liability Coverage.

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

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

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

(i) The limits of insurance required in this Agreement

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

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

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

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

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

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

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

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

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

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

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

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

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

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit" C" attached hereto and incorporated herein by reference. The maximum compensation for Services to be provided pursuant to each Task Order shall be set forth in the relevant Task Order. The total compensation for all Task Orders issued hereunder shall not exceed **Two-Hundred Fifty Thousand Dollars (\$250,000) annually** without written approval of WRCOG, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

Agreement number **2024-67-2080-004**, and invoice total. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. WRCOG shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

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

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

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

3.4 Accounting Records.

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

3.5 General Provisions.

3.5.1 Termination of Agreement.

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

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

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

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

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

Consultant: Burke Rix Communications. LLC
431 S. Palm Canyon Drive, Suite 206
Palm Springs, CA 92262
Attn: Brian G. Rix

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

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

3.5.3 Ownership of Materials and Confidentiality.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

currently in effect or hereinafter enacted.

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

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

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

3.6 Subcontracting.

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

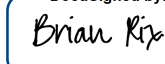
**SIGNATURE PAGE TO
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
PROFESSIONAL SERVICES AGREEMENT
FOR ON-CALL SERVICES
FOR I-REN EDUCATION AND OUTREACH ON-CALL SERVICES
CONTRACT NUMBER 2024-67-2080-004**

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

WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS

**BURKE RIX COMMUNICATIONS,
LLC**

By: _____
Dr. Kurt Wilson

DocuSigned by:

By: _____
F8B8CA947242B480...
Brian G Rix

Title: Executive Director

Title: Managing Partner

APPROVED AS TO FORM:

ATTEST:

By: _____
Best Best & Krieger LLP
General Counsel

By: _____

*A corporation requires the signatures of two corporate officers.

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

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

EXHIBIT “A”

SCOPE OF SERVICES

Burke Rix Communications, LLC

DEVELOP CONSISTENT THEMATIC MESSAGING FOR ALL PROJECTS

BRC has extensive experience in developing thematic messaging for projects that paves the way in achieving its goals through successful outreach. Our team worked on a very similar project for CVAG called, Green for Life, where we developed key thematic messaging for the entire program and each project. We would work closely with I-REN staff to develop some overarching messaging for the project that would tell its story and convey the program’s mission of building a stronger clean energy economy throughout communities in Riverside and San Bernardino counties.

Tying together I-REN’s three programs with overarching thematic messaging would help not only establish the program’s brand but allow us to tell our story and engaging communities especially at events. It would also serve as a springboard to crafting specific messaging for the I-REN Workforce & Education Training (WE&T) programs. Employers that would be engaged to participate in WE&T programs would need to understand the value in having energy-related positions and the service offerings and benefits they would be offering to their customers. BRC helped develop this messaging on the Green for Life program and held focus groups with developers, trade groups, contractors, and non-profits to successfully collaborate and develop the program.

We understand the varying demographics of the I-REN region having worked in many of the cities. Simplifying complex information and tailoring messages to more affluent versus lower-income audiences would need to be considered. Ensuring that I-REN materials are available in Spanish and possibly other languages would also be essential. BRC’s team includes a bilingual specialist and graphic designer that can help with messaging and outreach.

In short, we understand the important role that strategic messaging can play in the success of this program and have the experience to guide the way.

GRAPHIC DESIGN SUPPORT FOR ALL OUTREACH ACTIVITIES

The recipe for success when it comes to outreach is not only in how you tell your story but also in the look and feel to it. Graphic design is the backbone of a brand’s visual identity. It is your one chance to make a positive first impression, tell your story, and foster a connection with your audience. BRC’s team includes an award winning in-house graphic designer that excels at creating eye-catching visuals for various platforms and mediums. This includes presentations, info graphics, collateral materials, signage, printed and digital advertisements, mailers, promotional materials, and graphics for social media, email, and web. BRC’s Brian Rix and Josh Zipperman provide the creative direction and oversight to ensure that every piece is a success. BRC will follow all I-REN brand guidelines and support all design needs.

DEVELOPMENT OF EDUCATIONAL & COMMUNICATION MATERIALS

DIRECT MAIL, POSTCARDS, LETTERS, E-NEWSLETTERS

BRC has drafted and designed countless pieces of direct mail in the form of postcards and letters on wide variety of projects and campaigns. For the DCE project, we produced all the pre and post enrollment notices as well as all on-going annual notices to 30,000+ customers that involves complex management of private customer data that changes for each mailer. BRC also producers all the E-Newsletters for DCE through Mailchimp that includes designing the template, drafting content, graphic design, and scheduling. In addition to DCE, our firm has produced mailers and letters for the Salton Sea Management Program, SoCal Energy + Water Summit, and numerous development projects throughout the I-REN region.

BRC utilizes several print vendors but our preferred partner is ACE Printing & Mail who has severed many if not all of the local agencies in the Coachella Valley for the past 30 years. Our team has successfully coordinated with ACE Printing to develop production schedules, price quotes, and print ready artwork. BRC and ACE provide clients with samples and copies of all printed materials.

TABS & LABELS

For several years, BRC worked with SCAG on their Compass Blueprint Awards (now the Sustainability Awards) that involved developing a robust set of binders with project nominations for each of the programs' six award categories. BRC designed and produced the branded binders with tabs for each nomination and then mailed them to each juror in personalized packets. BRC also facilitated the all-day workshop for jurors to evaluate proposals and handled the production of the engraved awards. On various mailers, BRC has handled the creation of labels in-house as well as utilized professional vendors such as ACE Printing & Mail.

I-REN INFORMATION LINE

BRC has experience setting up and managing project information for projects that include CV Link and recently the Downtown Storm Drain Project for the City of Indio. Our team knows how to script and record bilingual greetings with easy-to-follow prompts. We also monitor the messages that come in and put great importance on being very quick to coordinate a response even if it's after hours. Our team is routinely complimented for our response time and follow up. We maintain a log to track all calls detailing the nature of the call and our response.

I-REN WEBSITE UPDATES

Our team has lots of experience managing sites for a wide range of clients that include DCE, CV Link, and Zone PS. We understand how not only how to make updates but to develop, organize, and strategically place content. The CV Link website was developed by BRC and won a Silver ADDY award. Whether it's a simple update or new content, our team can provide the necessary support.

FACTSHEETS

On just about every project we touch, there is a factsheet! This experience has given us the tools to successfully create a visually stimulating document that helps conveys complex messages in an easy-to-understand manner. We routinely create factsheets in both English and Spanish as well as handle the printing and distribution. BRC prefers to have project specific renderings and photos for factsheets but also has stock photography/video subscriptions that can be utilized if needed.

OUTREACH NEEDS FOR I-REN WE&T PROGRAMS AT EVENTS

ATTEND EVENTS ON BEHALF OF I-REN

Our team has attended and staffed informational booths at hundreds of events on behalf of clients for a project. We specialize in making sure that the program brand is prominent from the tablecloth to the signage, canopy, and even apparel. We also recommend having strategically chosen promotional materials along with other displays and exhibits to make you stand out and draw people in. We utilize iPads and sign-in sheets to gather information and always have signage that encourage folks to follow us on social with QR codes.

CREATE / UPDATE OUTREACH CALENDAR & TIMELINE FOR I-REN ACTIVITIES

It's been our experience that having a presence at other well attended events can sometimes be more effective than creating your own. We excel at researching events and developing a strategic outreach calendar to track and manage events. This can include all the little details such as the size, makeup of attendees, application dates, cost, etc. We cross-promote our upcoming participation and when at the event document our presence with photos/video, social media posts, etc. Staffing pop-ups at grocery stores, malls, and other venues can also be effective in engaging people at where they are as opposed to trying to draw them to you. BRC has created kiosks and other materials for pop-ups and found great success.

CREATE PHOTOGRAPHY & VIDEOS TO SUPPORT OUTREACH AND FUTURE CONTENT

BRC has partnered with Heslin Cinematic to provide professional videography services for the I-REN WE&T program. Heslin has been telling stories visually for over 25 years and won many awards for his work. Our firms have worked together on several projects that include short and long form videos for DCE, CV Link, Guide Dogs of the Desert, and the Salton Sea Management Program. Stephen is well known throughout the Coachella Valley for his work with community leaders, businesses, and non-profits. BRC and Heslin Cinematic have an established process for pre-production where we collaborate on ideas, develop the script, and identify the shots and overall feel of the piece. In post-production, our team works together to present clients with a polished product that usually requires very few edits. Stephen also does professional photography and BRC's Orozco also serves as our in-house photographer. Together we bring a seasoned and professional team to I-REN. Linked below are three sample videos:

DCE Carbon Free Business Recognition Program Video: <https://bit.ly/DCEreforma>

CV Link Project Update 2022: <https://bit.ly/CVLINK2022Update>

Salton Sea Management Program SCH Video: <https://bit.ly/BRCssmpSCH>

CREATE INFOGRAPHICS

BRC graphic designer Cynthia Orozco has created various infographics and animations. Frequently incorporated into factsheets, presentations, or social media factoids, infographics are a great way to summarize facts in a visually appealing way. They can make information easier to understand and engage the viewer to think. We are visual learners and big proponents of using infographics!

DEVELOP COPY & CONTENT FOR SOCIAL MEDIA POSTS AND NEWSLETTER ARTICLES

The BRC team develops and manages the social media networks on a number of our projects. We develop the strategy, content, and schedule of posts for Facebook, Instagram and X (formerly Twitter) with an emphasis on raising awareness and engaging the community. Social media calendars are developed far in advance for clients to review. BRC also monitors the networks to respond to questions and gain community insights. This monitoring can be key in fine-tuning a project's message and strategy.

Another tactic that we frequently utilize is the creation of bilingual social media toolkit. This would include post copy and various sized graphics for not just client use but to also share with partners to help spread the word.

Newsletter articles are great for connecting directly with your audience and educating them about your program. They complement a program's marketing and engagement efforts by creating brand loyalty and providing valuable information. BRC has years of experience crafting newsletters and promoting them through e-newsletters, blog posts, and media outlets.

COMMUNITY AND GOVERNMENT RELATION SERVICES

At our very core, we are community and government relations specialists. Our firm has a long history of relationships with community leaders and community-based organizations throughout the I-REN region. We are adept at developing new alliances and building consensus through community education and empowerment. BRC managing partner Brian Rix brings decades of subject matter expertise and knowledge of process. I-REN can ask for no better team than ours to provide community and government relations support.

PLANNING ACTIVITIES FOR SPECIAL I-REN EVENTS, REGIONAL, OR COMMUNITY MEETINGS

After years of corporate event planning and management, we have events down to a science. Whether it's a large conference or workshop, our team has the right set of skills to produce your event and make it a success. We offer a full production team to make sure your event runs smoothly. Everything from choosing the right venue to developing the décor to negotiating the party rentals, catering, and a/v. Sit back and relax as we customize all aspects of the behind-the-scenes work needed to pull off large and small events alike.

Our team also can handle all the marketing and logistics that includes invitation design, promotional materials, registration, program development, speaker solicitation, event signage, and day-of-event production.

As mentioned previously, BRC produced the Coachella Valley Energy Summit for CVAG and grew the event into a major regional event through collaboration with regional partners that included WRCOG and SBCOG. BRC has also produced the City of Coachella's SoCal Cannabis Summit, the Modern Living Expo during Palm Springs Modernism Week, and the U.S. Conference of Mayors in Los Angeles.

On a smaller scale, BRC has years of experience planning and facilitating community meetings, workshops, and presentations. We understand how to handle every aspect including the collection of attendee data and maintenance of a database/listserv for follow up. Developing a meeting-to-go kit for presentations is also something we do regularly on projects with great efficiency.

EXHIBIT “B”

SAMPLE TASK ORDER FORM

Task Order No. _____

Agreement: CONTRACT NUMBER 2024-67-2080-004

Consultant: BURKE RIX COMMUNICATIONS

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

List any attachments: (Please provide if any.)

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

Completion Date: _____

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

WRCOG / I-REN

BURKE RIX COMMUNICATIONS

Dated: _____

Dated: _____

By: _____

By: _____

EXHIBIT "C"

**COMPENSATION
BILLING RATES**

<u>Name</u>	<u>Title</u>	<u>Hourly Rate</u>
Brian G. Rix	Principal In Charge	\$225.00
Josh Zipperman	Project Manager	\$185.00
Cynthia Orozco	Bi Lingual Outreach/ Graphic Design	\$115.00

Attachment

Professional Services Agreement for
I-REN Education and Outreach On-
Call Services with Chino Valley
Chamber of Commerce

**WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
PROFESSIONAL SERVICES AGREEMENT
FOR ON-CALL SERVICES
FOR I-REN EDUCATION AND OUTREACH ON-CALL SERVICES
CONTRACT NUMBER 2024-67-2080-005**

1. PARTIES AND DATE.

This Agreement is made and entered into this ____ day of _____, 20____, by and between the Western Riverside Council of Governments, a California public agency ("WRCOG"), and the **Chino Valley Chamber of Commerce, a 501(c)(6) non-profit** ("Consultant"). WRCOG and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain on-call professional services required by WRCOG on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing education and outreach services across the Riverside and San Bernardino counties, is licensed in the State of California, and is familiar with the plans of WRCOG and Inland Regional Energy Network (I-REN).

2.2 Project.

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

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to WRCOG all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply I-REN education and outreach support that includes but is not limited to event management and participation, strategic outreach counseling, and content development ("Services"). The Services are generally described in Exhibit "A" attached hereto and incorporated herein by reference, and which are stated in the proposal to WRCOG and approved by WRCOG's Executive Committee. The Services shall be more particularly described in the individual Task Order issued by WRCOG or its designee. No services shall be performed unless authorized by a fully executed Task Order in the form attached hereto as Exhibit "B." All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from December 2, 2024 to June 30, 2027, unless earlier terminated as provided herein. WRCOG shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than one additional one-year term. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Responsibilities of Consultant.

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

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

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

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

3.2.5 WRCOG's Representative. WRCOG hereby designates Director of Energy & Environmental Programs, or his or her designee, to act as its representative for the performance of this Agreement ("WRCOG's Representative"). WRCOG's Representative shall have the power

to act on behalf of WRCOG for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than WRCOG's Representative or his or her designee.

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

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

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

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

3.2.10 Insurance.

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

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

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

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

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

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

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

(A) General Liability.

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

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

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

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

(B) Automobile Liability.

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

(C) Workers' Compensation and Employers Liability Coverage.

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

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

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

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

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

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

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

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

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

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

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

employees, agents, and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

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

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

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

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

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit" C" attached hereto and incorporated herein by reference. The maximum compensation for Services to be provided pursuant to each Task Order shall be set forth in the relevant Task Order. The total compensation for all Task Orders issued hereunder shall not exceed **Two-Hundred Fifty Thousand Dollars (\$250,000) annually** without written approval of WRCOG, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to WRCOG a monthly itemized statement which indicates work completed and hours of Services rendered by

Consultant. The statement shall contain the invoice number and date; remittance address; Agreement number **2024-67-2080-005**, and invoice total. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. WRCOG shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

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

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

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

3.4 Accounting Records.

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

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. WRCOG may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant

shall be compensated only for those services which have been adequately rendered to WRCOG, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

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

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

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

Consultant: Chino Valley Chamber of Commerce
13150 7th Street
Chino, CA 9170

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

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

3.5.3 Ownership of Materials and Confidentiality.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

currently in effect or hereinafter enacted.

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

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

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

3.6 Subcontracting.

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

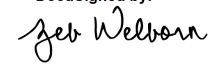
**SIGNATURE PAGE TO
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
PROFESSIONAL SERVICES AGREEMENT
FOR ON-CALL SERVICES
FOR I-REN EDUCATION AND OUTREACH ON-CALL SERVICES
CONTRACT NUMBER 2024-67-2080-005**

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

WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS

**Chino Valley Chamber of
Commerce**

By: _____
Dr. Kurt Wilson

DocuSigned by:

By: _____
7D824798D4E241A...
Zeb Welborn

Title: Executive Director

Title: Chief Executive Office/President

APPROVED AS TO FORM:

ATTEST:

By: _____
Best Best & Krieger LLP
General Counsel

By: _____

*A corporation requires the signatures of two corporate officers.

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

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

EXHIBIT “A”

SCOPE OF SERVICES

Detailed Scope of Work and Budget for I-REN WE&T Program Outreach and Education

Project Duration:

November 5th, 2024 – December 2027

Total Budget:

\$250,000

1. Outreach Needs for Education of I-REN WE&T Programs at Events

Objective:

Enhance awareness and engagement of the I-REN WE&T Programs through strategic participation and presence at various events, focusing on education, outreach, and engagement methods. This will include stakeholder meetings, special events, and regional and/or community meetings. This is the scope of work and the following tasks would be performed by the Chino Valley Chamber staff members.

Tasks and Deliverables:

- Attend Events on Behalf of I-REN:
 - Manage all logistics related to setting up and dismantling event booths or display areas.
Deliverable: Professional and organized event setup and teardown.
 - Participate in more than 60 events per year.
 - Performed by Chino Valley Chamber Events Coordinator.
- Provide Attendees with Information About the Program:
Activity:
 - Distribute informational materials and engage with attendees to explain program benefits.
 - Increased program awareness and understanding among event participants.
 - Reach over 10,000 attendees annually through major Chino Valley Chamber events.
 - Performed by Chino Valley Chamber Marketing Director.
- Collect Attendee Information
 - Utilize digital and manual methods to gather contact information for follow-up.

- Comprehensive attendee database for future outreach.
 - Performed by Chino Valley Chamber Marketing Director and Workforce Development Director.
- Encourage Follows on Social Media:
 - Promote I-REN's social media channels to event attendees.
 - Growth in social media followers and online engagement.
 - Performed by Chino Valley Chamber Marketing Director
- Create/Update Outreach Calendar and Timeline:
 - Develop and maintain a detailed calendar outlining all outreach activities and key dates.
 - An up-to-date and accessible outreach calendar.
 - Performed by Chino Valley Chamber Events Director.
- Create Photography and Videos:
 - Capture high-quality images and videos at events to support current and future outreach efforts.
 - A comprehensive library of visual content.
 - Performed by Chino Valley Marketing Coordinator.
- Develop Infographics:
 - Design infographics to visually communicate key program information.
 - Engaging and informative infographics for use in various communications.
 - Performed Chino Valley Chamber Marketing Director.
- Create Additional Project Communication Vehicles:
 - Develop diverse communication tools to reach impacted and broader audiences.
 - Expanded range of communication materials tailored to different audiences.
 - Performed Chino Valley Chamber Marketing Director.
- Develop Copy and Content for Social Media Posts and Newsletter Articles:
 - Write and design content for social media and newsletters to maintain consistent communication.
 - Regularly updated and engaging content across digital platforms.
 - Performed by Chino Valley Chamber Marketing Director.
- Community and Government Relations Services:
 - Provide support for community and government relations as needed.
 - Strengthened relationships with community leaders and government officials.

- Performed by Chino Valley Chamber President Zeb Welborn and Chino Valley Chamber Community Outreach Director, Julia Caberera.

2. Planning Activities for Special I-REN Events, Regional, or Community Meetings

Objective:

Ensure the successful planning and execution of special events and meetings to promote the I-REN WE&T Programs.

Tasks and Deliverables:

- Arrange for Location, Event Setup/Teardown:
 - Secure venues and manage all setup and teardown logistics.
 - Smooth and efficient event operations.
- Design Invitations, Sign-In Sheets, and Event Signage:
 - Create professional and branded invitations, sign-in sheets, and signage for events.
 - High-quality, branded event materials.
- Develop Presentations and Agendas:
 - Create engaging presentations and structured agendas for events.
 - Effective and informative presentations and agendas.
- Coordinate and Secure Speakers:
 - Identify, contact, and confirm speakers for events.
 - High-caliber speakers contributing to event success.
- Develop Outreach to Identify and Secure Attendees:
 - Implement strategies to attract and register attendees.
 - Robust attendee registration and participation.
- Manage Attendee Registration:
 - Oversee the registration process for attendees.
 - Efficient and accurate registration management.
- Assist with Day-of Event:
 - Provide on-site support during events to ensure everything runs smoothly.
 - Successful and trouble-free event execution.
- Identify and Respond to Public Concerns and Communications Challenges:
 - Address any public concerns or communication issues that arise during events.

- Proactive resolution of issues, maintaining a positive program reputation.
- Collect Attendee Data for Follow-Up and Outreach and Maintain the Listserv:
 - Gather and manage attendee data for ongoing communication.
 - Updated and maintained contact lists for future outreach.
- Generate a Meeting-to-Go Kit for Website:
 - Create and upload a kit with information from stakeholder meetings to the website.
 - Accessible information repository for stakeholders.
- Community and Government Relations Services as Requested:
 - Provide additional support for community and government relations as needed.
 - Enhanced engagement with community and government partners.

3. Development of Educational and Communication Materials

Objective:

Create and distribute educational and communication materials to support the I-REN WE&T Program's outreach efforts.

Tasks and Deliverables:

- Produce Educational Customer Communication Vehicles:
 - Direct Mail, Postcards, Letters:
 - Design and produce direct mail pieces, postcards, and letters.
 - Effective mail-based communication tools.
- E-newsletters and Content for Existing Newsletters:
 - Develop content for e-newsletters and enhance existing newsletters.
 - Engaging and informative digital newsletters.
- Tabs / Labels:
 - Design and produce tabs and labels for materials.
 - Branded tabs and labels for organizational purposes.
- I-REN Information Line – Script and Monitoring:
 - Develop scripts for the information line and monitor its usage.
 - Consistent and helpful information line support.
- I-REN Website Updates (via I-REN Staff):
 - Provide content and support for website updates.
 - Up-to-date and relevant website content.
- Fact Sheets:

- Create informative fact sheets about the I-REN WE&T Programs.
 - Easily accessible fact sheets for stakeholders and the public.
- Material Development Requirements:
 - English and Spanish Versions:
 - Develop all materials in English and Spanish needed.
 - Bilingual communication materials.
- Compliance with I-REN Brand Guidelines:
 - Ensure all materials adhere to provided brand guidelines.
 - Consistent and professional branding across all materials.
- Print and Mailing Services:
 - Manage printing and mailing of mailers, letters, fact sheets, and other printed items.
 - Timely distribution of printed materials.
- Copy for Eblast Outreach:
 - Develop copy for email blast campaigns using Mailchimp.
 - Effective and engaging email outreach.
- Use of I-REN Mailing Lists:
 - Utilize provided mailing lists for targeted outreach.
 - Efficient and accurate audience targeting.
- Capture Photos/Videos at Events:
 - Take photos and videos during events to support outreach content.
 - High-quality visual content for future use.

Additional Deliverables:

- Monthly Progress Reports:
 - Provide monthly updates to the I-REN communications team.
 - Regular progress tracking and transparency.
- Monitor Community Views and Develop Responses:
 - Track community perceptions and adjust messaging as needed.
 - Responsive and adaptive communication strategies.
- Attend Coordination Meetings with I-REN Staff:
 - Participate in regular meetings to ensure alignment and coordination.
 - Coordinated and unified outreach efforts.

RTJ

EXHIBIT “B”

SAMPLE TASK ORDER FORM

Task Order No. _____

Agreement: CONTRACT NUMBER 2024-67-2080-005

Consultant: CHINO VALLEY CHAMBER OF COMMERCE

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

List any attachments: (Please provide if any.)

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

Completion Date: _____

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

WRCOG / I-REN

CHINO VALLEY CHAMBER OF COMMERCE

Dated:_____

Dated:_____

By: _____

By: _____

EXHIBIT “C”

**COMPENSATION
BILLING RATES**

Name	Title	Hourly
Zeb Welborn	CEO/ President	Rate \$150
Renay S. Mehta	Vice President	Rate \$100
Staff of Chino Valley Chamber of Commerce		Rate \$75.00

Attachment

Professional Services Agreement for
I-REN Education and Outreach On-
Call Services with Costin Public
Outreach Group

**WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
PROFESSIONAL SERVICES AGREEMENT
FOR ON-CALL SERVICES
FOR I-REN EDUCATION AND OUTREACH ON-CALL SERVICES
CONTRACT NUMBER 2024-67-2080-006**

1. PARTIES AND DATE.

This Agreement is made and entered into this ____ day of _____, 20____, by and between the Western Riverside Council of Governments, a California public agency ("WRCOG"), and the **Costin Public Outreach Group, Inc., a Corporation** ("Consultant"). WRCOG and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain on-call professional services required by WRCOG on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing education and outreach services across the Riverside and San Bernardino counties, is licensed in the State of California, and is familiar with the plans of WRCOG and Inland Regional Energy Network (I-REN).

2.2 Project.

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

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to WRCOG all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply I-REN education and outreach support that includes but is not limited to event management and participation, strategic outreach counseling, and content development ("Services"). The Services are generally described in Exhibit "A" attached hereto and incorporated herein by reference, and which are stated in the proposal to WRCOG and approved by WRCOG's Executive Committee. The Services shall be more particularly described in the individual Task Order issued by WRCOG or its designee. No services shall be performed unless authorized by a fully executed Task Order in the form attached hereto as Exhibit "B." All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from December 2, 2024 to June 30, 2027, unless earlier terminated as provided herein. WRCOG shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than one additional one-year term. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Responsibilities of Consultant.

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

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

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

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

3.2.5 WRCOG's Representative. WRCOG hereby designates Director of Energy & Environmental Programs, or his or her designee, to act as its representative for the performance of this Agreement ("WRCOG's Representative"). WRCOG's Representative shall have the power

to act on behalf of WRCOG for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than WRCOG's Representative or his or her designee.

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

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

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

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

3.2.10 Insurance.

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

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

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

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

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

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

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

(A) General Liability.

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

(ii) The policy shall contain no endorsements or

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

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

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

(B) Automobile Liability.

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

(C) Workers' Compensation and Employers Liability Coverage.

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

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

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

(i) The limits of insurance required in this Agreement

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

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

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

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

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

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

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

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

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

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

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

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

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

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit" C" attached hereto and incorporated herein by reference. The maximum compensation for Services to be provided pursuant to each Task Order shall be set forth in the relevant Task Order. The total compensation for all Task Orders issued hereunder shall not exceed **Two-Hundred Fifty Thousand Dollars (\$250,000) annually** without written approval of WRCOG, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

Agreement number **2024-67-2080-006**, and invoice total. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. WRCOG shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

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

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

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

3.4 Accounting Records.

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

3.5 General Provisions.

3.5.1 Termination of Agreement.

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

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

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

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

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

**Consultant: Costin Public Outreach Group, Inc.
18091 Fieldbury Lane
Huntington Beach, CA 92647
Attn: Sara Costin Mockus**

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

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

3.5.3 Ownership of Materials and Confidentiality.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

currently in effect or hereinafter enacted.

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

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

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

3.6 Subcontracting.

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

**SIGNATURE PAGE TO
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
PROFESSIONAL SERVICES AGREEMENT
FOR ON-CALL SERVICES
FOR I-REN EDUCATION AND OUTREACH ON-CALL SERVICES
CONTRACT NUMBER 2024-67-2080-006**

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

WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS

**COSTIN PUBLIC OUTREACH
GROUP, INC.**

By: _____
Dr. Kurt Wilson

Signed by:
By: Sara Mockus
4B72F79AFDD1476
Sara Costin Mockus

Title: Executive Director

Title: CEO/Owner

APPROVED AS TO FORM:

ATTEST:

By: _____
Best Best & Krieger LLP
General Counsel

By: _____

*A corporation requires the signatures of two corporate officers.

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

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

EXHIBIT “A”

SCOPE OF SERVICES

CPOG’s approach will:

- Develop consistent, community-specific messaging for Riverside and San Bernardino Counties
- Provide full-service event management and outreach services
- Offer strategic planning for and execution of special I-REN events
- Create high-quality and diverse educational and communication materials across various media

1. **Outreach needs for education of I-REN WE&T programs at events**

To effectively engage both Riverside and San Bernardino County audiences, our approach involves:

- Highlighting county-specific characteristics including emphasizing the diverse landscapes ranging from desert communities to mountain areas, and the mix of urban and rural populations
- Addressing unique energy needs such as highlighting high cooling needs in areas like Coachella Valley, energy-intensive agricultural operations, energy challenges for remote communities and opportunities for renewable energy development in desert areas
- Leveraging local landmarks and identities such as the Mission Inn, UC Riverside, Joshua Tree National Park or the San Bernardino Mountains.
- Tailoring economic messaging to focus on opportunities in clean energy jobs for its growing population and emphasize potential for energy efficiency to support economic development in struggling areas
- Acknowledging distinct urban centers including economic hubs, cultural and educational districts, industrial areas and residential communities
- Referencing local climate action initiatives, including mentioning specific sustainability goals or energy plans adopted by each county or major cities within them
- Customizing outreach channels by using county-specific media outlets, community organizations and events for targeted messaging
- Addressing environmental justice concerns by tailoring messaging to specific underserved and disadvantaged communities within each county, acknowledging their unique challenges

By incorporating these region-specific elements, our messaging will resonate more strongly with local audiences while maintaining consistency in overall I-REN program goals and offerings.

We will begin by conducting a thorough analysis of I-REN’s existing brand guidelines, messaging and target audiences to ensure all new materials and talking points at events align with and enhance the established identity. We will implement a comprehensive strategy to ensure inclusivity, accessibility and equity in our outreach efforts. This includes utilizing a diversity checklist (see sample to the right), which serves as a framework for reassessing target audiences, reviewing communication platforms for accessibility and identifying barriers to equity. By focusing on the inclusivity of the information provided, we aim to engage a diverse range of stakeholders effectively.

Attend events. CPOG will attend local community events (such as fairs, farmers markets and cultural festivals) on behalf of I-REN. We will manage all aspects of event participation, from set-up to teardown. Our team will create engaging booth displays which highlight I-REN's programs, incorporating region- specific elements such as imagery of local landmarks such as the Mission Inn or Joshua Tree National Park. We will provide attendees with tailored information about the I-REN WE&T programs, emphasizing opportunities in clean energy jobs and the potential for energy efficiency to support economic development in struggling areas. Our staff will collect attendee information using digital systems and encourage social media follows through interactive demonstrations that showcase energy efficiency concepts relevant to the Inland Empire's unique needs, such as cooling solutions.

Create/update outreach calendar. CPOG will develop a comprehensive outreach calendar aligned with I-REN's program goals, target audiences and key milestones. This will include a mix of digital and in-person engagement opportunities across Riverside and San Bernardino Counties. We will integrate sector-specific activities, such as workshops for the building sector in urban centers like Riverside and San Bernardino, or training sessions for workforce development in rural areas. The calendar will be flexible, allowing for adjustments based on feedback and emerging opportunities. Regular check-ins with I-REN staff will ensure the calendar remains a dynamic tool that effectively supports I-REN.

Create photography and video. CPOG will conduct custom photo and video shoots at key locations throughout the I-REN service area, capturing the diverse landscape from desert communities to mountain areas. Our team will showcase local energy efficiency projects, workforce training programs and community events that reflect the region's unique characteristics. Additionally, we will develop a library of stock imagery and footage that highlights the Inland Empire's varied terrain and urban-rural mix, enhancing the visual storytelling.

Develop infographics. Our graphic designers will create visually appealing infographics that clearly convey complex energy efficiency concepts. These will incorporate local imagery and data specific to Riverside and San Bernardino Counties, such as energy savings achieved in different climate zones or the growth of clean energy jobs in the region. Our team will ensure these infographics are accessible and resonate with the communities, addressing unique energy needs and environmental justice concerns.

Create additional project communication vehicles for impacted and broader audiences. CPOG will develop a range of communication materials tailored to different audiences across the Inland Empire. This may include direct mail pieces highlighting energy efficiency programs for remote communities, e-newsletters featuring success stories from local businesses and fact sheets addressing specific energy challenges. We will ensure all materials are available in both English and Spanish, as requested, with consistent branding that transforms technical information into accessible language.

Develop copy and content for social media posts and newsletter articles. Our copywriters and digital specialists will create engaging content for social media and newsletters, aligned with I-REN's program goals. Our team will craft messages that resonate with diverse Inland Empire communities, referencing local climate action initiatives and sustainability goals adopted by counties and major cities. A series of content pieces will be developed for use across multiple channels, ensuring consistent

messaging.

Community and government relation services. Drawing on our deep understanding of the Inland Empire's political landscape, CPOG will provide strategic community and government relations services. This may include organizing targeted outreach to key stakeholders in underserved communities, facilitating meetings with local officials to discuss energy efficiency initiatives, or developing briefing materials that highlight the economic and environmental benefits of I-REN's programs for specific jurisdictions within Riverside and San Bernardino Counties.

2. **Planning activities for special I-REN events, regional, or community meetings**

Details are everything. CPOG and its team have organized numerous events and meetings, ranging from public hearings, open houses and community meetings to neighborhood meet-ups and small, focused meetings with stakeholders, both in-person and virtually. CPOG has experience in planning all types of stakeholder outreach meetings associated with a project, program or initiative and is experienced in the engagement strategies and activities to ensure an inclusive process of reaching and engaging a diverse set of stakeholders, including early outreach to potentially affected parties that have been historically underrepresented, vulnerable communities and the general public.

Arrange for location, event setup/teardown. CPOG will secure accessible venues, determine ideal room layouts, arrange furniture and equipment rentals and coordinate refreshments. For I-REN special events, we will handle all aspects of venue selection and layout design. Our team will manage event setup, including booth construction and signage placement and oversee the breakdown process post-event.

Design invitations, sign-in sheets, event signage. We will create all necessary event materials, including invitations, sign-in sheets and event signage. These will be tailored to each event, incorporating I-REN branding and messaging that resonates with the local audience.

Develop presentations and agendas. CPOG will create agendas and presentations for each event, ensuring content is relevant to the specific audience and aligns with I-REN's objectives. We will incorporate interactive elements such as demonstrations or mini-workshops to enhance attendee engagement.

Coordinate and secure speakers. Our team will identify and secure appropriate speakers for each event, ensuring they align with I-REN's goals and can effectively communicate about energy- efficiency careers and programs.

Develop outreach to identify and secure attendees. CPOG will develop customized outreach strategies to identify and secure attendees for special I-REN events and community meetings, ensuring effective engagement with local communities. Our approach will leverage existing relationships and knowledge of local venues that are well-known and trusted, enhancing the likelihood of attendance. We will implement targeted promotional campaigns utilizing local media, community organizations, and social networks to maximize outreach. Our team will manage the registration process to confirm I-REN's participation and document feedback.

Assist with day-of event. Our experienced team will provide comprehensive on-site staffing, including managing registration tables, engaging with attendees, providing information about I-REN programs, collecting contact information, and encouraging social media interaction. During the event, our team will engage with attendees, providing information about I-REN programs, collecting contact information and encouraging social media interaction. Interactive elements, such as demonstrations or mini-workshops, will be employed to enhance attendee engagement.

Identify and respond to public concerns and communications challenges and opportunities. CPOG will actively gather feedback throughout each event, remaining adaptable to real-time responses and event dynamics. We will use this information to identify and promptly address public concerns and communication challenges.

Collect attendee data for follow-up and outreach and maintain the listserv. Our team will efficiently collect attendee information at each event, integrating it into a maintained listserv for future outreach and follow-up communications. Feedback from attendees will be actively gathered throughout each event, providing valuable insights to inform future outreach efforts. The approach will remain adaptable to real-time responses and event dynamics.

Generate a meeting-to-go kit for website. CPOG will create a comprehensive “meeting-to-go” kit for I-REN’s website. This kit will feature summary documents highlighting key points, fact sheets detailing I-REN’s programs, infographics illustrating energy efficiency concepts and recorded video content, as necessary. Additionally, it will include a frequently asked questions section to address common inquiries, feedback forms for gathering input from stakeholders and links to relevant resources.

Community and government relation services as requested. Drawing on our experience with diverse stakeholders, CPOG will provide community and government relations services as needed. This includes early outreach to historically underrepresented and vulnerable communities, ensuring an inclusive engagement process.

Throughout the contract, we will maintain clear communication with I-REN staff, providing regular updates and seeking input on critical decisions. Our goal is to deliver well-executed events that effectively promote I-REN’s programs and foster engagement within the region’s energy-efficiency community.

3. **Development of educational and/or communication materials**

Our approach to educational material development for I-REN will focus on creating accessible, informative content that resonates with the diverse communities of Riverside and San Bernardino Counties. We will produce high-quality multilingual materials in both English and Spanish, as requested, ensuring that I-REN’s messaging reaches a wide audience across the Inland Empire.

Collateral materials and messaging will be tailored to each audience with the intent to generate awareness and understand how various audiences can participate and provide formal feedback throughout the process. Collateral materials will support message development and may include direct mail, postcards, letters, newsletters/e-newsletters, fact sheets, website updates, social media posts and the information line script and

monitoring.

All collateral materials will have consistent branding and transform technical information into accessible language and concepts. We pride ourselves on developing the right collateral using visually descriptive images and appropriate fonts to continue and enhance a program's branding. From fact sheets to infographics, we always consider brand consistency and relevancy and apply that across all platforms.

For direct mail pieces, e-newsletters and fact sheets, we will develop content that clearly communicates I-REN's programs and benefits, tailored to the specific needs and interests of local residents and businesses. These materials will incorporate regional data and success stories to demonstrate the tangible impacts of energy efficiency initiatives in the area.

Our team will also create scripts for the I-REN information line, providing clear and concise responses to frequently asked questions about programs, services and energy efficiency topics. These scripts will be designed to ensure consistent messaging and efficient call handling, while allowing for personalized assistance when needed.

We will collaborate closely with your staff to ensure all materials align with the organization's goals and accurately represent its programs. Our team will leverage its understanding of the region's unique energy landscape and diverse population to create educational materials that effectively engage and inform I-REN's target audiences.

This approach leverages our deep understanding of the Inland Empire's unique characteristics and workforce development needs, while addressing I-REN's specific outreach and education goals for its WE&T programs.

EXHIBIT “B”

SAMPLE TASK ORDER FORM

Task Order No. _____

Agreement: CONTRACT NUMBER 2024-67-2080-006

Consultant: COSTIN PUBLIC OUTREACH GROUP, INC.

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

List any attachments: (Please provide if any.)

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

Completion Date: _____

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

WRCOG / I-REN
INC.

COSTIN PUBLIC OUTREACH GROUP,

Dated: _____

Dated: _____

By: _____

By: _____

EXHIBIT “C”

**COMPENSATION
BILLING RATES**

<u>Name</u>	<u>Title</u>	<u>Hourly Rate</u>
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2024 Billing Rates*

Position/Title	Hourly Rate
Project Manager	\$180
Senior Community Liaison	\$160
Event Team Member I	\$140
Event Team Member II	\$125
Event Team Member III	\$100

**4% escalation per year for initial two-year term and two two-year option terms*

Attachment

Professional Services Agreement for
I-REN Education and Outreach On-
Call Services with CV Strategies

**WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
PROFESSIONAL SERVICES AGREEMENT
FOR ON-CALL SERVICES
FOR I-REN EDUCATION AND OUTREACH ON-CALL SERVICES
CONTRACT NUMBER 2024-67-2080-007**

1. PARTIES AND DATE.

This Agreement is made and entered into this ____ day of _____, 20____, by and between the Western Riverside Council of Governments, a California public agency ("WRCOG"), and the **CV Strategies, a California Corporation** ("Consultant"). WRCOG and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain on-call professional services required by WRCOG on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing education and outreach services across the Riverside and San Bernardino counties, is licensed in the State of California, and is familiar with the plans of WRCOG and Inland Regional Energy Network (I-REN).

2.2 Project.

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

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to WRCOG all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply I-REN education and outreach support that includes but is not limited to event management and participation, strategic outreach counseling, and content development ("Services"). The Services are generally described in Exhibit "A" attached hereto and incorporated herein by reference, and which are stated in the proposal to WRCOG and approved by WRCOG's Executive Committee. The Services shall be more particularly described in the individual Task Order issued by WRCOG or its designee. No services shall be performed unless authorized by a fully executed Task Order in the form attached hereto as Exhibit "B." All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from December 2, 2024 to June

30, 2027, unless earlier terminated as provided herein. WRCOG shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than one additional one-year term. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Responsibilities of Consultant.

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

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

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

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

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

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

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

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

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

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

3.2.10 Insurance.

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

contractor has secured all insurance required under this section.

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

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

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

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

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

(A) General Liability.

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

(ii) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or

suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

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

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

(B) Automobile Liability.

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

(C) Workers' Compensation and Employers Liability Coverage.

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

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

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

(i) The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or

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

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

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

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

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

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

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

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

expenses.

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

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

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

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

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit" C" attached hereto and incorporated herein by reference. The maximum compensation for Services to be provided pursuant to each Task Order shall be set forth in the relevant Task Order. The total compensation for all Task Orders issued hereunder shall not exceed **Two-Hundred Fifty Thousand Dollars (\$250,000) annually** without written approval of WRCOG, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to WRCOG a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall contain the invoice number and date; remittance address; Agreement number **2024-67-2080-007**, and invoice total. The statement shall describe the

amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. WRCOG shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

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

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

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

3.4 Accounting Records.

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

3.5 General Provisions.

3.5.1 Termination of Agreement.

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

Agreement except for cause.

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

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

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

Consultant: CV Strategies
73700 Dinah Shore Drive, Ste 402
Palm Desert, CA 92211
Attn: Tara Mulally

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

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

3.5.3 Ownership of Materials and Confidentiality.

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

3.5.3.2 Intellectual Property. In addition, WRCOG shall have and retain all

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.6 Subcontracting.

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

**SIGNATURE PAGE TO
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
PROFESSIONAL SERVICES AGREEMENT
FOR ON-CALL SERVICES
FOR I-REN EDUCATION AND OUTREACH ON-CALL SERVICES
CONTRACT NUMBER 2024-67-2080-007**

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

**WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS**

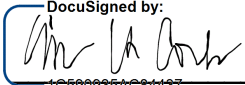
By: _____
Dr. Kurt Wilson

Title: Executive Director

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
General Counsel

CV STRATEGIES

By:  _____
Erin LaCombe

Title: President

ATTEST:

By: _____

*A corporation requires the signatures of two corporate officers.

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

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

EXHIBIT “A”

SCOPE OF SERVICES

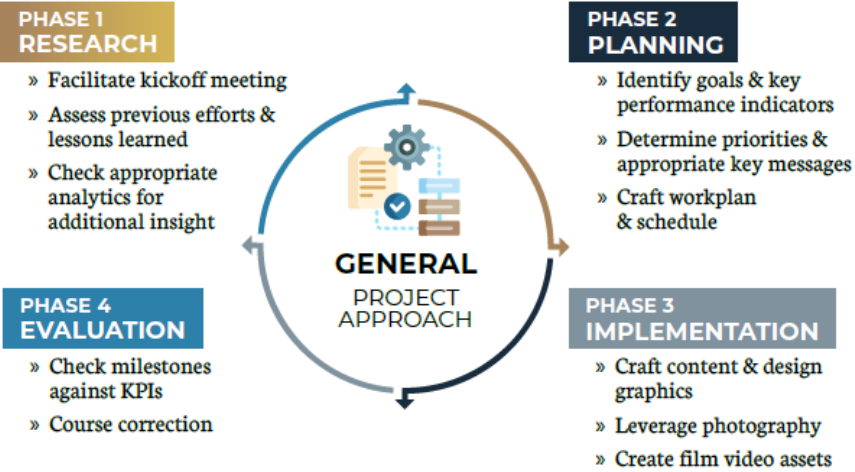
PROJECT UNDERSTANDING

THE PROCESS

We understand WRCOG is seeking the services of a well-qualified firm to provide education and outreach on-call services. Our approach to developing and implementing an outreach and marketing campaign that is both consistent and impactful is based on a proven, four-phase process that involves research, planning, implementation, and evaluation. The steps will guide CV Strategies’ overall approach to public education and outreach, and each plays an important role in moving the dial on public awareness and perception of WRCOG as a trusted source of information. The process focuses on awareness, agility, and measurable gains, creating goodwill among stakeholders by creating messaging that is firmly rooted in research and best management practices. The message is then delivered and evaluated for effectiveness, allowing us to pivot as necessary. By using this process, CV Strategies constructs communication that has impact across a wide range of stakeholder groups.

CV Strategies relies on a proven method to develop and implement ongoing organizational communications and outreach, based on more than a decade of experience.

Every piece that we create, from written content to custom graphics and design, follows the RPIE approach - Research, Planning, Implementation and Evaluation. We have determined this is the most effective strategy for ensuring client goals are met and accomplished, without fail. Below is the approach we follow to ensure effective and engaging communications deliverables.



PROJECT UNDERSTANDING

THE RPIE APPROACH

RESEARCH



CV Strategies will review current WRCOG campaigns, resources, outreach and survey results for the research portion of our work. We will utilize our in-depth knowledge of the area, your customers and stakeholders, and our work history with solid waste issues to provide important background and contextual information for each outreach task. We will also gauge public impact and media perception by assessing website and social media analytics, media coverage and internal feedback. Utilizing this data will provide insight that allows us to better reach and engage stakeholders and increase the return on your outreach investment.

PLANNING



Timing is everything if outreach is to be successful, which is why our team prioritizes scheduling and deadlines. Each assignment will begin with a kick-off call or meeting to define the project's goals, objectives and audience, and set deadlines for deliverables and staff review. From there, CV Strategies will create a detailed timeline managed through the collaborative, online Monday.com platform. This allows for deliverable-specific comment, content and design tracking, an important resource for agency feedback and keeping everyone on the same page. Throughout the process, we will keep agency staff informed through regular phone calls, emails and progress meetings as needed.

IMPLEMENTATION



CV Strategies' unique, collaborative approach to crafting outreach materials yields results. Our award-winning creative team includes strategists and writers, graphic designers, web specialists and videographers who can take each assignment and turn it into an effective messaging vehicle. We hold our own brainstorming sessions to develop the right phrase, the right visuals and the right product, whether we are creating a billboard, an ad, a legally required document or a newsletter. Each piece we produce includes the full measure of our skills to ensure effectiveness.

EVALUATION



Evaluation is a valuable tool that enables us to assess the impact of outreach efforts and will inform the work on future projects. Each assignment will be evaluated for whether it achieved the stated goals and objectives. For example: How many people showed up to the meeting or event that was advertised? What kind of feedback was received in response to outreach? Did a social media post generate a positive discussion and/or comments? What did the analytics show? These are the measures we will use to direct projects going forward, so we are able to land on the sweet spot of what content, visuals and tone are most effective. This process allows us to identify what worked and fix what didn't. The result will be a holistic approach to outreach that provides measurable success every step of the way.

PUBLIC RELATIONS & MARKETING SERVICES

PLAN DEVELOPMENT & IMPLEMENTATION

To promote and enhance brand awareness and actively engage stakeholder groups

At the onset of the project, CV Strategies will work closely with WRCOG to define a schedule and determine appropriate tasks relative to messaging and communications to enhance brand awareness. The meeting will help identify goals, audience and key messaging to initiate the development of a comprehensive public relations and marketing plan, as well as assemble the project team and establish a review process to streamline the project.



CV Strategies will tailor targeted outreach efforts to effectively communicate WRCOG's benefits, services, and commitment to clean fuels and advancements to encourage community and stakeholder participation in WRCOG's large-scale planning efforts. Our firms will develop consistent and compelling messaging that communicates WRCOG's value to the region and establish clear, measurable goals for campaign marketing materials.

Leverage your success to adapt and evolve, building a bigger, better brand. With the creation of a comprehensive public relations and marketing plan, our firm can proactively strategize to craft media releases, social media, and utilize other advertisements to raise awareness and share WRCOG's story. Our firm will be prepared to develop brochures, flyers, and other materials to promote benefits and services. In an effort to maintain brand identity throughout this project, CV Strategies will update style guide elements as needed.

DELIVERABLES:

Kick-off Meeting
Audience Identification
Key Messaging
Outreach Strategy & Planning Services
Requested Meeting Attendance
Graphic Design
Marketing/Collateral Materials
Social Media Plan
Media Buys & Ad Assets
Vehicle Wrap Design
Communications Support
Transit Fare Materials
Rider's Guide
Press Materials & Releases
Troubleshooting

VIDEO PRODUCTION SERVICES

VIDEO SERIES AND PHOTOGRAPHY

To truly engage with audiences, videos and photography must offer a blend of appealing images and gripping stories.

Timing is everything! CV Strategies effectively produces videos ranging from quick clips to full-length features. Producing the perfect video requires more than simply putting images and words together. It requires an understanding of both the message and the audience. Utilizing the knowledge, creativity, and experience of our video team, we will incorporate drone video, animation, time lapse photography, graphics, and other powerful production elements to craft engaging video content for WRCOG's campaigns.

Videos will be incorporated into multiple components of the marketing plan. In addition, we will identify and develop stories that showcase WRCOG's value and promise for the region. Photography can make or break any outreach or marketing campaign. Our in-house photography team will provide updated, high-quality visuals to elevate the organization's brand and effectively promote WRCOG as convenient, desirable mode of transportation and community partner.

The first step is a meeting to discuss expectations and the timeline. From there, CV Strategies will produce talking points, a script and locate actors, if necessary. Our video team will provide all equipment necessary for a professional and effective shoot. Production includes editing all footage and audio as well as adding closed captioning and graphics. One of the things that differentiates CV Strategies from our competitors is that we maintain a fully staffed and equipped video department, which allows us to produce TV-quality videos for our clients. We offer all aspects of video services, including conceiving, script writing, interviews, field producing, drone shots, animation, voiceovers and editing. This approach allows us to closely control project quality and costs.

TACTICS:

■ Draft video plans and interview questions as needed that align with key messaging

■ Create a compelling narrative that engages and resonates with community members, leaders, and stakeholders to clearly communicate WRCOG's messaging

■ Improve brand awareness, recognition, recall and activate calls for action on campaigns

■ Utilize a variety of marketing techniques to develop content that can be reused across multiple digital platforms

■ Capture and edit aesthetically pleasing, high-resolution imagery

■ Ensure all photography aligns with the brand's visual style and promise

■ Create a collection of digital assets for all marketing materials, social media and video clips that align with the brand image and messaging

■ Capture aerial drone views to provide a unique perspective and highlight transportation services and aspects not visible from the ground

■ Include engaging, dynamic footage that adds a cinematic quality for videos

DELIVERABLES:

Post-production Planning

On-location Drone Capture

Videography Sessions

Video Editing & Production

Photography Sessions

Portrait Sessions
(if requested)

Community Event Filming
(as needed)

Create Highlight Reels

Pick-up Sessions

Provide Compatible High-quality Videos For All Platforms

Optional Services*
(if requested)

*Optional services or any variability in services rendered by CV Strategies will be billed to the client based on the hourly rate for communications services and will be agreed to by providing a signed written notice.

Exhibit "A"

323

EXHIBIT “B”

SAMPLE TASK ORDER FORM

Task Order No. _____

Agreement: CONTRACT NUMBER 2024-67-2080-007

Consultant: CV STRATEGIES

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

List any attachments: (Please provide if any.)

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

Completion Date: _____

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

WRCOG / I-REN

CV STRATEGIES

Dated: _____

Dated: _____

By: _____

By: _____

EXHIBIT “C”

COMPENSATION
BILLING RATES

Name	Title	Hourly Rate
------	-------	-------------

— RATES FOR COMMUNICATIONS SERVICES —

» President - \$275/hour	» Specialist/Design/Video/Photography - \$175/hour
» Executives - \$250/hour	» Translator - \$125/hour
» Directors - \$200/hour	» Support Staff - \$100/hour

Attachment

Professional Services Agreement for
I-REN Education and Outreach On-
Call Services with OPR
Communications

**WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
PROFESSIONAL SERVICES AGREEMENT
FOR ON-CALL SERVICES
FOR I-REN EDUCATION AND OUTREACH ON-CALL SERVICES
CONTRACT NUMBER 2024-67-2080-008**

1. PARTIES AND DATE.

This Agreement is made and entered into this ____ day of _____, 20____, by and between the Western Riverside Council of Governments, a California public agency ("WRCOG"), and the **OPR Communications Inc., a Nevada Corporation** ("Consultant"). WRCOG and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain on-call professional services required by WRCOG on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing education and outreach services across the Riverside and San Bernardino counties, is licensed in the State of California, and is familiar with the plans of WRCOG and Inland Regional Energy Network (I-REN).

2.2 Project.

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

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to WRCOG all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply I-REN education and outreach support that includes but is not limited to event management and participation, strategic outreach counseling, and content development ("Services"). The Services are generally described in Exhibit "A" attached hereto and incorporated herein by reference, and which are stated in the proposal to WRCOG and approved by WRCOG's Executive Committee. The Services shall be more particularly described in the individual Task Order issued by WRCOG or its designee. No services shall be performed unless authorized by a fully executed Task Order in the form attached hereto as Exhibit "B." All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from December 2, 2024 to June 30, 2027, unless earlier terminated as provided herein. WRCOG shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than one additional one-year term. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Responsibilities of Consultant.

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

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

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

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

3.2.5 WRCOG's Representative. WRCOG hereby designates Director of Energy & Environmental Programs, or his or her designee, to act as its representative for the performance of this Agreement ("WRCOG's Representative"). WRCOG's Representative shall have the power

to act on behalf of WRCOG for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than WRCOG's Representative or his or her designee.

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

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

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

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

3.2.10 Insurance.

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

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

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

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

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

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

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

(A) General Liability.

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

(ii) The policy shall contain no endorsements or

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

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

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

(B) Automobile Liability.

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

(C) Workers' Compensation and Employers Liability Coverage.

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

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

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

(i) The limits of insurance required in this Agreement

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

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

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

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

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

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

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

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

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

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

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

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

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

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit" C" attached hereto and incorporated herein by reference. The maximum compensation for Services to be provided pursuant to each Task Order shall be set forth in the relevant Task Order. The total compensation for all Task Orders issued hereunder shall not exceed **Two-Hundred Fifty Thousand Dollars (\$250,000) annually** without written approval of WRCOG, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

Agreement number **2024-67-2080-008**, and invoice total. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. WRCOG shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

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

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

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

3.4 Accounting Records.

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

3.5 General Provisions.

3.5.1 Termination of Agreement.

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

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

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

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

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

**Consultant: OPR Communications
19318 Jesse Ln, Ste 200
Riverside, CA 92508
Attn: COO**

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

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

3.5.3 Ownership of Materials and Confidentiality.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

currently in effect or hereinafter enacted.

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

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

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

3.6 Subcontracting.

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

**SIGNATURE PAGE TO
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
PROFESSIONAL SERVICES AGREEMENT
FOR ON-CALL SERVICES
FOR I-REN EDUCATION AND OUTREACH ON-CALL SERVICES
CONTRACT NUMBER 2024-67-2080-008**

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

**WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS**

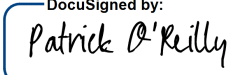
OPR COMMUNICATIONS, INC.

By: _____
Dr. Kurt Wilson

Title: Executive Director

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
General Counsel

DocuSigned by:

14AE7380D4B3462...
By: _____
Patrick J. O'Reilly

Title: CEO

ATTEST:

By: _____

*A corporation requires the signatures of two corporate officers.

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

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

EXHIBIT “A”

SCOPE OF SERVICES

While our firm is capable and has experience with all items requested in the work scope, we believe we will best help serve your RFP and economic goals by identifying target, strategic areas to assist in. Because of our relationships, we know we are best positioned to help you in the below identified areas in comparison to event staffing. Therefore, please find below areas where we specified tasks outlined in the RFP’s we can meet.

1. Strategic Counsel

As a leader in providing government affairs services within the Inland Empire, OPR brings over 20 years of expertise in navigating complex governmental landscapes. We will leverage our extensive experience to provide I-REN with strategic counsel on messaging that will effectively engage diverse audiences across Riverside and San Bernardino Counties. Our deep-rooted understanding of the policy and community dynamics in the Inland Empire enables us to offer tailored, real-time recommendations that ensure impactful and relevant campaign execution. Our strategic guidance will be instrumental in crafting messages that resonate across the expansive geographic territories I-REN serves.

Kick-off Strategic Planning Session: OPR will conduct a facilitated strategic planning session with leadership at I-REN to identify specific geographic communications goals, priorities, messaging, strengths, weaknesses, and targets. The session will explore what, if any, current outreach activities and materials exist, assess communications planning and protocols, and review current media and social media outreach efforts.

Bi-weekly Client Meetings: OPR will hold bi-weekly meetings with your team to review our strategy, assess ongoing initiatives, and adjust our approach as needed. These sessions will focus on tracking progress, setting priorities, and collaborating on new ideas to ensure we stay aligned with your goals and drive meaningful results

2. Outreach & Marketing of I-REN WE&T Programs

OPR will deliver strategic value by developing and implementing tailored strategies for marketing and outreach for I-REN’s WE&T program. Our approach will ensure that key messaging and the strategic materials outlined below serve as the foundation for these efforts, reinforcing I-REN’s mission to drive market progress toward statewide goals in energy, energy efficiency, and air quality. We will design these strategies and materials to effectively educate and engage communities across the region, with a strong emphasis on reaching underserved, rural, tribal, and disadvantaged communities. By providing consistent and strategically aligned outreach and marketing, we will enhance the clarity, reach, and impact of the communications, ensuring they strongly resonate with I-REN’s overarching goals. Deliverables will include, but are not limited to:

- Website Content & Copy
- Newsletter Content & Copy
- Social Media Posts & Copy
- 12-month Media Calendar: Content recommendations & timing
- 12-month Social Media Calendar: Content recommendations & timing

3. I-REN Event Messaging & Materials

Our team, with its extensive expertise in community, media, and government relations, is well-equipped to support I-REN’s mission of advancing a stronger, clean energy economy while equitably serving rural and underserved communities.

We will provide targeted recommendations and develop comprehensive materials to prepare I-

REN for various events. Our approach includes addressing public concerns and navigating communications challenges and opportunities specific to rural areas.

These efforts will enhance regional awareness and increase social media presence for I-REN WE&T programs and stakeholder meetings. By focusing on energy efficiency, decarbonization, and climate resiliency, our materials will contribute significantly to achieving I-REN's broader goals. Deliverables may include, but are not limited to:

- E-newsletters
- Fact Sheet
- I-REN WE&T Brochures
- Event Handouts
- Presentation Template
- Reactive Q&A
- Target Audience Template

EXHIBIT “B”

SAMPLE TASK ORDER FORM

Task Order No. _____

Agreement: CONTRACT NUMBER 2024-67-2080-008

Consultant: OPR Communications, Inc.

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

List any attachments: (Please provide if any.)

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

Completion Date: _____

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

WRCOG / I-REN

OPR Communications Inc.

Dated: _____

Dated: _____

By: _____

By: _____

EXHIBIT “C”

**COMPENSATION
BILLING RATES**

<u>Name</u>	<u>Title</u>	<u>Hourly Rate</u>
Patrick J. O'Reilly	CEO	\$295/hour
Michael Fisher	Project Administrator	\$225/hour
Maddy Bogh	Project Advisor	\$200/hour
Mario Garai		\$200/hour
Chloe Perez	Materials Development/	\$175/hour
Gianna Belsito	Community Relations	\$175/hour
Charlie Gordon		\$175/hour



Western Riverside Council of Governments

WRCOG Executive Committee

Staff Report

Subject: Letter of Support for Metropolitan Water District of Southern California's Funding Agreement for the Delta Conveyance Project

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

Date: December 2, 2024

Recommended Action(s):

1. Approve the attached letter of support for Metropolitan's funding agreement with the California Department of Water Resources and authorize its submission.
-

Summary:

WRCOG has been asked by Western Water to support Metropolitan Water District's \$141.6M funding agreement with the California Department of Water Resources to advance the Delta Conveyance Project. This project will modernize California's water infrastructure, providing a reliable supply for southern California's growing population and addressing long-term water sustainability challenges.

Purpose / WRCOG 2022-2027 Strategic Plan Goal:

The purpose of this item is to consider WRCOG's support for Metropolitan Water District's \$141.6M funding agreement with the Department of Water Resources to advance the Delta Conveyance Project. This item aligns with WRCOG's 2022-2027 Strategic Goal #1 (Serve as an advocate at the regional, state, and federal level for the Western Riverside subregion).

Discussion:

Background

WRCOG has been approached by Western Water to provide support for a critical decision that will shape the future reliability of California's water supply. The decision centers around a \$141.6M funding agreement between the Metropolitan Water District of Southern California (Metropolitan) and the California Department of Water Resources (DWR) to advance planning and pre-construction efforts for the Delta Conveyance Project (DCP).

The DCP is a vital infrastructure project designed to modernize water conveyance systems and secure the reliable delivery of water from northern California through the Sacramento-San Joaquin Delta to southern California. Currently, more than 50% of the water supply for southern California, including

WRCOG's member agencies, flows through the Delta.

Present Situation

On Monday, December 9, 2024, Metropolitan's One Water and Stewardship Committee will review the funding agreement. If recommended for approval, it will proceed to the Metropolitan Board for consideration during its regular meeting on Tuesday, December 10, 2024.

WRCOG's subregion is directly impacted by the outcome of this decision. As local communities anticipate a population growth of at least 25% over the next 20 years, the need for a reliable and sustainable water supply becomes increasingly urgent. With local groundwater supplies already maximized and other water supply options proving prohibitively expensive, continued access to water from the Delta is essential to support our subregion's growth and sustain economic stability.

The funding agreement will ensure that the necessary planning and pre-construction studies for the DCP are completed, allowing for informed decision-making as the project advances toward construction. The DCP is critical for securing the water needs of 27 million Californians and supporting the economic strength of the state.

Prior Action(s):

None.

Financial Summary:

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

Attachment(s):

[Attachment 1 - DCP Support Letter](#)



Western Riverside Council of Governments

County of Riverside • City of Banning • City of Beaumont • City of Calimesa • City of Canyon Lake • City of Corona • City of Eastvale
City of Hemet • City of Jurupa Valley • City of Lake Elsinore • City of Menifee • City of Moreno Valley • City of Murrieta • City of Norco
City of Perris • City of Riverside • City of San Jacinto • City of Temecula • City of Wildomar • Eastern Municipal Water District
Western Municipal Water District • Riverside County Superintendent of Schools

December 2, 2024

Tracy Quinn, Chair
One Water and Stewardship Committee
Metropolitan Water District of Southern California
700 N Alameda Street
Los Angeles, CA 90012

Subject: Support for Continued Investment in Planning for the Delta Conveyance Project

Dear Chair Quinn:

On behalf of the Western Riverside Council of Governments (WRCOG), I am writing to express our strong support for the Metropolitan Water District of Southern California's (Metropolitan) ongoing commitment and investment in the Delta Conveyance Project (DCP). We respectfully urge Metropolitan's Board of Directors to approve the proposed \$141.6 million funding agreement with the Department of Water Resources (DWR) to advance the planning and preconstruction phases of this vital project. The DCP represents a cornerstone of California's water infrastructure modernization, addressing the challenges of a changing climate and ensuring a reliable and sustainable water supply for future generations. WRCOG fully supports efforts to enhance the resilience of the Sacramento-San Joaquin Delta and secure a stable water future for California.

The Delta Conveyance Project (DCP) is critical to ensuring the future water security and resilience of the Western Riverside region and the broader Inland Empire. As one of the fastest-growing areas in California, reliable access to water is essential to support housing development, economic growth, and community well-being. The DCP addresses the region's dependence on water conveyed through the Sacramento-San Joaquin Delta, modernizing infrastructure to meet the challenges of reduced snowpack, drier winters, and extreme weather events. By ensuring a consistent and high-quality water supply, the DCP safeguards the residents and communities of WRCOG's region from escalating costs and supports the development of sustainable, affordable housing in the face of water challenges.

WRCOG's commitment to sustainable growth aligns with the DCP's goals of balancing housing affordability, environmental stewardship, and infrastructure resilience. The \$141.6 million funding request from the Department of Water Resources ensures the DCP stays on track, leveraging past investments and reducing future delays that could increase costs for water agencies and customers. By supporting this project, WRCOG's member communities contribute to securing a water future that benefits 27 million Californians and strengthens the state's economy, while enabling local governments to meet housing goals and sustain economic vitality. This critical investment supports not only the region's immediate needs but also its long-term growth and environmental sustainability.

WRCOG respectfully urges the Metropolitan Board of Directors to vote in favor of the \$141.6 million funding agreement with DWR. This funding will allow DWR to complete the DCP planning, and provide the needed information to make a well-informed decision on future construction. If you have any questions, please do not hesitate to reach out to Bonnie Woodrome, Communications and External Affairs Manager for WRCOG at bwoodrome@wrcog.us or (951) 533-3726.

Sincerely,

Rita Rogers
Chairwoman
Western Riverside Council of Governments

cc: Board of Directors, Metropolitan Water District of Southern California



Western Riverside Council of Governments

WRCOG Executive Committee

Staff Report

Subject: Climate Action Plan for Transportation Infrastructure Public Comment Period and Proposed Comment Letter

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

Date: December 2, 2024

Recommended Action(s):

1. Authorize the Executive Director to submit a comment letter to the California State Transportation Agency regarding the update of the Climate Action Plan for Transportation Infrastructure.

Summary:

The California State Transportation Agency (CalSTA) recently published proposed updates to its Climate Action Plan for Transportation Infrastructure (CAPTI). This document is a policy directing California actions and funding decisions regarding transportation projects and programs. These proposed updates could negatively impact transportation infrastructure projects in the WRCOG subregion and staff is requesting authorization to submit a letter to CalSTA expressing concerns regarding this update.

Purpose / WRCOG 2022-2027 Strategic Plan Goal:

The purpose of this item is to share information about the draft CAPTI document since the policies in this document potentially impact the ability to implement key infrastructure projects. This item supports WRCOG's 2022-2027 Strategic Plan Goal #5 (Develop projects and programs that improve infrastructure and sustainable development in our region).

Discussion:

Background

The California State Transportation Agency (CalSTA) released its draft update to the Climate Action Plan for Transportation Infrastructure (CAPTI). CAPTI outlines policy frameworks and funding priorities for state transportation projects. This update opens a public comment period through December 13, 2024. This item was brought to WRCOG through the Riverside County Transportation Commission(RCTC). RCTC has noted a number of significant concerns with CAPTI and WRCOG staff is therefore recommending that the WRCOG Executive Committee submit a comment letter during this public comment period. A draft version of the letter is attached.

CAPTl serves as a key directive for the State's transportation funding and administrative actions. Its current policies are already affecting projects within our subregion, potentially including those in member agency jurisdictions. A primary concern is the incorporation of Vehicle Miles Traveled (VMT) neutrality requirements—or preferences for VMT reduction—into the guidelines of SB 1 gas tax-funded programs. Such measures align with California Air Resources Board (CARB) goals to reduce driving and greenhouse gas emissions; however, these measures would severely restrict the ability of our member agencies to implement transportation projects.

Present Situation

For jurisdictions in our subregion, these VMT-focused policies could have significant impacts. CAPTI represents a shift in funding priorities away from road and highway investments, potentially jeopardizing essential projects that address congestion and mobility needs. Given the car-dependent nature of our subregion, the expectation that residents will significantly reduce their driving is unrealistic. This shift may result in project denials, reduced funding opportunities, and long-term adverse effects on residents and businesses who already face daily traffic challenges.

RCTC has engaged with CalSTA on this issue and is actively advocating for adjustments. While RCTC will continue to work with CalSTA, CARB, the California Transportation Commission, and the Legislature, additional support is critical. CalSTA values feedback from local governments and stakeholders, making this an important opportunity for WRCOG member jurisdictions to advocate for their communities.

RCTC Executive Director Aaron Hake attended the November 21, 2024, meeting of WRCOG's Technical Advisory Committee (TAC) and discussed how CAPTI would negatively impact the ability of member agencies to design and build the necessary transportation infrastructure which our residents and businesses need. Mr. Hake also provided a comment letter template to members of the TAC regarding CAPTI to assist local jurisdictions which might be interested in submitting comment letters of their own. RCTC encourages WRCOG member agencies to submit their comment letters so that their perspective can also be heard.

Upcoming Actions

On December 5, 2024, the California Transportation Commission will convene at the Riverside County Board of Supervisors Chambers to hear feedback regarding the proposed CAPTI measures. This opportunity is open for any committee members, on behalf of WRCOG, to attend and speak in support with RCTC. If you are interested in participating at the meeting, please contact Bonnie Woodrome.

Prior Action(s):

None.

Financial Summary:

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

Attachment(s):

[Attachment 1 - CAPTI Actions Comment Letter](#)

November 24, 2024

The Honorable Toks Omishakin
Secretary
California State Transportation Agency
400 Capitol Mall, Suite 2340
Sacramento, CA 95814

Subject: Draft 2024 CAPTI Actions Comment Letter

Dear Secretary Omishakin,

On behalf of the members of the Western Riverside Council of Governments (WRCOG), I am writing to express deep concerns with California State Transportation Agency's (CalSTA) Draft 2024 Climate Action Plan for Transportation Infrastructure (CAPTI) Actions. If the document is adopted as currently proposed, it will severely impact the 2 million people living in Western Riverside County.

Our primary concern is the inclusion of language regarding vehicle miles traveled (VMT) neutrality as it relates to transportation funding decisions. If implemented, VMT neutrality will disqualify a significant number of key regional transportation projects from receiving funding from sources such as SB 1.

Over the past 20 years, Western Riverside County has made numerous efforts to create a transportation system which serves the needs of our residents, businesses and visitors. Some key efforts have included:

- A transportation sales tax (Measure A) to help fund the transportation system.
- A regional transportation impact mitigation fee (Transportation Uniform Mitigation Fee) whereby new development pays for its fair share of impacts to the transportation system
- A regional habitat mitigation program (Multi-Species Habitat Conservation Plan)
- An extensive regional bus network (Riverside Transit Agency)
- Expanding commuter rail service (Metrolink)
- Promoting and facilitating the purchase and use of zero-emission vehicles (Western Riverside Clean Cities Coalition)

These collaborative efforts have all contributed to a transportation system which benefits a wide variety of users. Additionally, our region has focused on providing a range of housing choices within the context of various State regulations. For example, 95% of our member agencies have an approved Housing Element. Also, 40% of all new housing built in Western Riverside County in 2023 and 2024 was higher density multi-family housing.

Our region has taken additional steps to create a robust multi-modal transportation system while working towards the GHG and VMT reduction goals California has adopted. WRCOG is currently leading a regional effort to develop a comprehensive regional VMT mitigation program which would potentially fund active and public transportation, affording housing, and habitat conservation.

The main challenge we face is one of practicality. The Western Riverside County region currently has approximately 600,000 housing units, both single-family and multi-family. Over the past 10 years, only 6,000 units have been built on an annual basis, which means that the stock of dwelling units increases by

only 1% a year. Our land use pattern is fundamentally different than the denser, urbanized areas and will not significantly change in the foreseeable future.

This means many residents currently rely on and will continue to rely on the use of personal vehicles for their daily travel for the foreseeable future. They travel to work, take their children to school, shop, and attend to other personal needs through driving. Regardless of our efforts related to encourage the use of active and public transportation, current travel and driving habits will not change.

Adopting VMT neutrality as a core principle of CAPTI, particularly as it relates to funding programs such as SB 1, means that the roadway infrastructure projects will be severely disadvantaged during funding allocations. In all likelihood, these projects will receive little or no funding from SB 1. While the region has its own funding sources (Measure A and TUMF), SB 1 funding is often needed to bridge funding gaps, especially for regionally significant projects.

We would ask that you consider how the impacts of these actions would have on our residents who are simply going about their daily lives. A lack of investment in the types of roadway projects which serve their daily needs (Interchanges, bridges, grade separations, etc.) will degrade their quality of life as they are forced to endure longer and longer commutes.

One possible outcome is that many of current residents will choose to leave California entirely. Much of the growth in Western Riverside County comes from people moving here from other areas of California. According to the US Census, many of them are coming from areas such as Los Angeles County, Orange County, and San Diego County. Our new residents have chosen to live in this region rather than leave the State, as others have. If congestion worsens because there is no investment in the transportation system, Western Riverside County will no longer be an attractive destination for those relocating and they likely will leave the State.

Based on the above, we strongly oppose the inclusion of language related to VMT neutrality in CAPTI, particularly if it relates to any funding programs and funding allocations.

Please include Dr. Kurt Wilson, WRCOG Executive Director, on all future communications regarding CAPTI and transportation policy and funding.

Sincerely,

Dr. Kurt Wilson
WRCOG Executive Director



Western Riverside Council of Governments

WRCOG Executive Committee

Staff Report

Subject: Amending the Administration Agreement for the Greenworks Commercial PACE Program, Increasing Maximum Bond Authorization for the Program, and Making Certain Required Disclosures

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

Date: December 2, 2024

Recommended Action(s):

1. Adopt Resolution Number 30-24; A Resolution of the Executive Committee of the Western Riverside Council of Governments approving the form of a Second Amendment to the Administration Agreement for Greenworks Commercial PACE Program, increasing the maximum bonded indebtedness for such Program and approving other actions in connection thereto.

Summary:

WRCOG staff proposes amending the Greenworks Agreement for Assessment Contracts under the Greenworks Program to increase the Program's total bond authorization, increase WRCOG's administration fee cap, and implement new procedures to enhance transparency within the Program.

Purpose / WRCOG 2022-2027 Strategic Plan Goal:

The purpose of this item is to amend the current Administration Agreement between WRCOG and Greenworks and to make corresponding adjustment to the maximum bond authorization level. This effort aligns with WRCOG's 2022-20247 Strategic Plan Goal #5 (To develop projects and programs that improve infrastructure and sustainable development in the subregion).

Discussion:

Proposed Changes

At the direction of the Executive Committee, this item is returning for consideration with the following changes:

- Maximum Bond Limit for Greenworks
 - The current action lowers the requested increase to \$500M to reflect the near-term project pipeline
- Maximum Fee received by WRCOG

- The current fee cap of \$250,000 increases for larger projects and doubles the highest project size to \$500,000
- Executive Committee oversight of large projects
 - All projects will still be bound by the parameters that were pre-established by the Executive Committee but projects larger than \$200M will add an additional optional approval layer that permits the Executive Committee to reject a project despite its compliance with the project requirements.
- Annual process
 - In order to meet market demands without requesting a large one-time increase to the maximum bond limit, the bond limit will be subject to review and amendment as part of the annual budgeting process. Prior to taking action, the Executive Committee will receive a request aligned with the disclosed project pipeline along with a summary of recently completed projects of any size and potential recommendations from the Finance Directors' Committee and Technical Advisory Committee.

Background

WRCOG's Energy Efficiency and Water Conservation Program for western Riverside County (commonly referred to as the "WRCOG Program") and its statewide Property Assessed Clean Energy (PACE) Program (the "California Program," collectively with the WRCOG Program, the "Programs") serves to finance the installation of certain authorized improvements ("Authorized Improvements") on commercial properties located within the program area (the "Program Area"). WRCOG previously authorized the Programs to issue bonded indebtedness to finance Authorized Improvements within the Program Area in one or more series of bonds (Resolution Number 08-13, as amended).

WRCOG's Executive Committee authorized Greenworks Lending ("Greenworks") to serve as a commercial program administrator for the Programs (the "Greenworks Program") and the issuance of bonds for the Greenworks Programs (Resolution Number 02-18). Resolution Number 02-18 originally authorized the issuance of one or more series of limited obligation improvement bonds for the Greenworks Program in the maximum aggregate principal amount not to exceed \$150M. Resolution Number 27-19 authorized the increase of the maximum aggregate principal amount of Greenworks Program bonds to \$200M.

On January 8, 2018, WRCOG and Greenworks entered into a Commercial PACE Program Administration Agreement which was executed by Greenworks and WRCOG with assistance from WRCOG's Bond Counsel Best Best & Krieger (BB&K). The term of this Agreement commenced on January 8, 2018, and terminated on December 31, 2019, and automatically extended for an additional year at the end of each succeeding year. The purpose of this Agreement is for Greenworks to provide Program Administration services and to furnish financing necessary to provide labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately implement the provision of the Program Administration services.

On April 6, 2021, WRCOG and Greenworks entered into a First Amendment to the Administration Agreement to amend the Agreement related to the compensation schedule for performance of Program Administrative services, Exhibit D, and update provisions related to the delivery of notices by or to the Parties. The First Amendment was executed by WRCOG and Greenworks and became effective, binding, valid, and enforceable as of the time of such acceptance.

On August 5, 2024, the Executive Committee was presented with a resolution increasing the maximum bonded indebtedness in an amount equal to \$1B. At such meeting, the Executive Committee requested additional information and requested that the matter be remanded to the PACE Ad Hoc Committee.

On September 9, 2024, following a meeting with the PACE Ad Hoc Committee, WRCOG staff returned with a modified resolution to approve an increase in the maximum bonded indebtedness to \$583M. The Executive Committee voted against such modified resolution, citing concerns regarding, amongst other things, the size of the cap on WRCOG's fees and the lack of transparency regarding large projects. The Committee requested the item return at a subsequent meeting after further evaluation of the agreement terms.

Present Situation

The Greenworks Program has issued \$101,304,116 in Greenworks Program bonds as of November 8, 2024, with \$78,405,435 in Assessment Contracts which have been executed and are awaiting the issuance of bond. This leaves \$20,290,450 in remaining capacity in the existing maximum bonded indebtedness for the Greenworks Program. Greenworks anticipates meeting such capacity limit by January 2025. Greenworks has informed WRCOG that it has approximately \$240,000,000 in projects in its pipeline that it expects to close by Q1 2025.

Following the September 9, 2024, Executive Committee meeting, Staff provided Greenworks with a notice to terminate the Administration Agreement to allow WRCOG to enter into negotiations with Greenworks to modify the existing Administration Agreement between WRCOG and Greenworks to address concerns expressed by the Executive Committee. On October 29, 2024, staff met with Greenworks to negotiate the terms of the existing Administration Agreement.

1. WRCOG fee cap. The amended proposal increases the cap on the amount earned by WRCOG.
 - Current:
 - \$250,000 for all assessment contracts and bonds
 - Proposed:
 - Up to \$250,000 for project costs up to \$50M. The 0.70% standard fee calculation will still be used to calculate WRCOG administrative closing fees for projects up to \$35,714,286.
 - \$300,000 for project costs over \$50M up to \$100M.
 - \$500,000 for project costs over \$100M.
2. Enhanced review of large C-PACE projects. The proposal includes the option for WRCOG's Executive Committee to intervene in the completion of large projects. Prior to project completion of projects in excess of \$200M, Executive Committee members will be provided an Executive Summary prepared by Greenworks. After reviewing the information, Executive Committee members can 1) take no action and the project will move forward if it complies with the parameters previously approved by the WRCOG Executive Committee, 2) request additional information, or 3) request the item be agendaized for consideration by the Executive Committee resulting in acceptance or rejection of the project. If the project is rejected, Greenworks will be authorized to close the project with another bond issuer in California.
3. WRCOG standard fee. At time of closing a C-PACE project, WRCOG currently receives 70 basis points (or 0.70%) of the total project cost as an administrative closing fee. No change to the standard 0.70% fee is recommended as part of this proposal.

4. Annual review of bond capacity. Rather than seek a large one-time increase to the bond capacity limits for the Greenworks Program, the proposal includes a more modest initial request paired with an annual review process that allows for a more incremental approach that is consistent with the sentiments expressed by the Executive Committee. This annual process will include an annual summary of accomplishments from the previous year, a prospectus of anticipated projects with corresponding bond amounts, and potential recommendations from both the WRCOG Finance Directors' Committee and Technical Advisory Committee.

The following chart demonstrates the difference in fees between the existing Administration Agreement and the proposed Second Amendment:

Fee Schedule	Current fee and cap	Proposed fee and cap
\$0.00 - \$35,714,286	0.70% of project cost	0.70% of project cost
\$35,714,286 - \$50,000,000	\$250,000	\$250,000
\$50,000,001 - \$100,000,000	\$250,000	\$300,000
Over \$100,000,001	\$250,000	\$500,000

It is recommended the Executive Committee approve Resolution Number 30-24 authorizing 1) the approval of the form of the Second Amendment to the Administration Agreement, 2) an increase to the maximum bond authorization for the Greenworks Program of an additional \$300M in order to allow for the issuance of bonds to finance projects in Greenworks pipeline, 3) the Executive Director to rescind the notice of termination of the Administration Agreement, and 4) implement procedures for the provision of an Executive Summary for Assessment Contracts with project costs in excess of \$200M and an annual review and presentation to the Executive Committee of information on bonded indebtedness limits.

Prior Action(s):

August 5, 2019: The Executive Committee adopted WRCOG Resolution Number 27-19; A Resolution of the Western Riverside Council of Governments increasing maximum bond authorization for its PACE Programs and making certain required disclosures.

January 8, 2018: The Executive Committee adopted WRCOG Resolution Number 02-18; A Resolution of the Western Riverside Council of Governments authorizing Greenworks Funding, LLC, to administer and finance eligible improvements to be installed on commercial properties located within the boundaries of both the WRCOG Energy Efficiency and Water Conservation Program for western Riverside County and the California HERO Program, and in connection with such authorization, approving amendments to the Program Report for such Programs and the forms of a Commercial Handbook, Assessment Contract, Administration Agreement, Master Assignment and Assumption Agreement, Depositary Agent Agreement, Master Indenture and Bond Purchase Agreement, and authorizing the issuance of bonds pursuant to finance the installation of authorized improvements on such commercial properties and approving other actions in connection thereto.

October 2, 2017: The Executive Committee supported the Administration & Finance Committee's recommendation to direct and authorize the Executive Director to enter into contract negotiations and execute any necessary documents to include Greenworks under WRCOG's PACE umbrella.

September 13, 2017: The Administration & Finance Committee supported the PACE Ad Hoc

Committee's recommendation to request that the Executive Committee direct and authorize the Executive Director to enter into contract negotiations and execute any necessary documents to include Greenworks under WRCOG's PACE umbrella.

Financial Summary:

If the total bond authorization is increased, the additional bond capacity could enable the completion of more projects, which would generate increased revenue for the Program. Additionally, raising WRCOG's administration fee cap would only impact projects exceeding \$50M. In such cases, this adjustment would result in greater revenue for the Program compared to the previous fee structure.

Attachment(s):

[Attachment 1 - Second Amendment to WRCOG - Greenworks Administration Agreement 12-2-2024](#)

[Attachment 2 - Resolution Number 30-24 Approving Second Amendedment to Administration Agreement and Increasing Bonded Indebtedneess Greenworks Commercial PACE Program](#)

Attachment

WRCOG PACE Program and
California PACE Program
Greenworks Commercial PACE
Program Second Amendment to
Administration Agreement

**WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
WRCOG PACE PROGRAM AND CALIFORNIA PACE PROGRAM
GREENWORKS COMMERCIAL PACE PROGRAM**

SECOND AMENDMENT TO ADMINISTRATION AGREEMENT

1. PARTIES AND DATE

THIS SECOND AMENDMENT TO ADMINISTRATION AGREEMENT, dated as of December 2, 2024, (the “Second Amendment”), is entered into by and between the WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS, a California public agency (“WRCOG”) and GREENWORKS LENDING LLC, a Delaware limited liability company (“Greenworks”).

2. RECITALS.

2.1 Administration Agreement.

WRCOG and Greenworks have entered into the Administration Agreement, dated as of January 8, 2018, as amended by the First Amendment to the Administration Agreement dated April 6, 2021 (the “Administration Agreement”) each by and between WRCOG and Greenworks. All capitalized terms used in this Second Amendment and not defined herein shall have the meanings given such terms in the Administration Agreement.

2.2 Second Amendment.

The Parties desire to enter into this Second Amendment to amend (a) Section 4.2.3 to update the provisions related to the Schedule of Responsibilities, and (b) Exhibit D referenced in Section 4.2.5 related to the compensation for performance of Program Administration Services.

3. TERMS.

3.1 Amendment of Section 4.2.3 of the Administration Agreement. Section 4.2.3 of the Administration Agreement is hereby deleted in its entirety and replaced in its entirety as follows:

“4.2.3 Schedule of Responsibilities. Greenworks shall perform Program Administration Services and WRCOG shall perform the WRCOG Responsibilities (defined in 4.2.4 below) upon and pursuant to a Schedule of Responsibilities to be agreed upon by the WRCOG Representative (defined in 4.2.7 below) and the Greenworks Representative (defined in 4.2.8 below) which Schedule of Responsibilities shall be executed by both the WRCOG Representative and Greenworks Representative indicating the approval and acceptance of such schedule and the incorporation of such schedule into this Agreement, shall thereafter be attached to this Agreement as Exhibit C hereto and shall thereafter be incorporated herein by this reference; provided, however, for any Assessment Contract with project costs in excess of \$200 million, WRCOG may require additional discretionary approval. The WRCOG Representative shall notify Greenworks in writing via

electronic mail of any such required approvals. Greenworks represents that it has the professional and technical personnel and financial resources required to perform Program Administration Services in conformance hereto. WRCOG represents that it has the professional personnel and financial resources required to perform the WRCOG Responsibilities in conformance hereto.”

3.2 Amendment of Section 4.2.5 of the Administration Agreement. The Exhibit D attached to the Administration Agreement is hereby deleted in its entirety and replaced with the Exhibit D attached hereto.

3.3 Continuing Existing Provisions.

Except as amended by this Second Amendment, all provisions of the Administration Agreement shall remain in full force and effect and shall govern the actions of the Parties under this Second Amendment.

3.4 Effective Date.

This Second Amendment shall become effective and binding upon the respective parties hereto on December 2, 2024, upon the execution of the acceptance hereof by the Parties and shall be valid and enforceable as of the time of such acceptance.

3.5 Counterparts. This Second Amendment may be executed and delivered in original, via facsimile or email with PDF attachment, or other commercially acceptable electronic form, in any number of counterparts, each of which shall be deemed an original, and all of which shall together constitute but one and the same instrument, which instrument shall for all purposes be sufficiently evidenced by any such counterpart. Each party agrees, and acknowledges that it is such party’s intent, that if such party signs this agreement using an electronic signature, it is signing, adopting, and accepting this agreement and that signing this agreement using an electronic signature is the legal equivalent of having placed its handwritten signature on this agreement on paper.

[signatures on the following page]

IN WITNESS WHEREOF, the Parties hereto have made and entered into this Second Amendment effective as of the date first written above.

WESTERN RIVERSIDE COUNCIL OF
GOVERNMENTS

GREENWORKS LENDING LLC.

By: _____
Name: Dr. Kurt Wilson, Secretary
Title: WRCOG Executive Committee

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP

*Signature Page to First Amendment to
Administration Agreement*

S-1

EXHIBIT “D”

COMPENSATION SCHEDULE

- Greenworks shall receive a percentage of the Project Cost (as such term is defined in each Assessment Contract) for each Assessment Contract, as negotiated and agreed to by Greenworks and each property owner in such Assessment Contract.
- Fees and costs of The Bank of New York Mellon Trust Company, N.A. (“BNY”), shall be paid directly by Greenworks to BNY as set forth in the Fee Schedule dated December 22, 2017, between BNY and Greenworks.
- WRCOG shall receive a fee equal to 0.70% of Project Cost capped at \$250,000 for Project Costs up to \$50 million, \$300,000 for Project Costs over \$50 million up to \$100 million, and \$500,000 for Project Costs over \$100 million, effective December 2, 2024.
- David Taussig & Associates, Inc. (“DTA”) shall receive the following fees and percentages of the Project Cost:

David Taussig & Associates

Project Cost	Percentage/Fee
≤\$1,000,000.00	0.520%
\$1,000,000.01-\$5,000,000.00	\$5,200 for first million plus 0.10% of Project Cost up to five million
\$5,000,000.01 and over	\$9,200 for first five million plus 0.025% of Project Cost over five million

Such fees will be considered the “DTA Closing Fee.”

Additionally, DTA shall receive \$252.00 per year for each parcel included in the Property. Such fees will be considered the “DTA Ongoing Fee.”

- Best Best & Krieger LLP. shall receive the following fees and percentages of the Project Cost:

Best Best & Krieger LLP

Project Cost	Assessment Closing Fee	Bonding Flat Fee	Bonding Closing Fee
\$0-499,999.99	0.33% of Project Cost	\$1,000.00	0.15% of Project Cost
\$500,000-999,999.99	0.33%	\$2,000.00	0.15%
\$1,000,000.00-1,499,999.99	\$3,000.00	\$3,000.00	0.15%

\$1,500,000.00- 2,499,999.99	\$3,000.00	\$5,000.00	0.15%
\$2,500,000.00- 3,499,999.99	\$3,000.00	\$7,000.00	0.15%
\$3,500,000.00- 4,499,999.99	\$3,000.00	\$9,000.00	0.15%
\$4,500,000.00- 5,499,999.99	\$3,000.00	\$11,000.00	0.15%
\$5,500,000.00 and over	\$3,000.00	\$11,000.00	0.15%

The sum of the aforementioned “Assessment Closing Fee” and the “Bonding Closing Fee” shall be considered the “BB&K Closing Fee.”

The Assessment Closing Fee shall be due at Assessment (as such term is defined in each Assessment Contract) closing.

The Bonding Flat Fee and Bonding Closing Fee shall be due at the bonding of the Assessment.

Attachment

Resolution Number 30-24;

A Resolution of the Executive Committee of the Western Riverside Council of Governments approving the form of a Second Amendment to the Administration Agreement for the Greenworks Commercial PACE Program, increasing the maximum bonded indebtedness for such program and approving other actions in connection thereto

RESOLUTION NUMBER 30-24

A RESOLUTION OF THE EXECUTIVE COMMITTEE OF THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS APPROVING THE FORM OF A SECOND AMENDMENT TO THE ADMINISTRATION AGREEMENT FOR THE GREENWORKS COMMERCIAL PACE PROGRAM, INCREASING THE MAXIMUM BONDED INDEBTEDNESS FOR SUCH PROGRAM AND APPROVING OTHER ACTIONS IN CONNECTION THERETO

WHEREAS, on January 8, 2018, the Executive Committee of the Western Riverside Council of Governments (the "Executive Committee" and "WRCOG" respectively) adopted Resolution Number 02-18 authorizing Greenworks Lending, LLC ("Greenworks"), to serve as a program administrator for its WRCOG Energy Efficiency And Water Conservation Program for Western Riverside County and the California Hero Program ("Greenworks Program") and approving the form of master indenture to provide for the issuance of the limited obligation bonds for the Greenworks Commercial PACE Program (the "Bonds"); and

WHEREAS, Resolution Number 08-13 of the Executive Committee initially authorized the Western Riverside Energy Efficiency and Water Conservation Program and California PACE Program to issue bonded indebtedness to finance Authorized Improvements within the Program Areas for both residential and commercial parcels in one or more series of bonds pursuant to Chapter 29 of the California Streets and Highways Code ("Chapter 29") and the Improvement Bond Act of 1915 (the "1915 Act"); and

WHEREAS, Resolution Number 08-13 was subsequently amended by Resolution Numbers 24-13, 22-14, 26-14, 39-15, 04-17, 10-17, 43-17, 02-18, 46-18, 05-19, and 27-19 (collectively with Resolution Number 08-13, the "Authorizing Resolutions") which collectively authorized the issuance of one or more series of bonds to finance the Authorized Improvements and provided a maximum amount of aggregate principal amount of bonds that maybe issued for the Greenworks Program; and

WHEREAS, WRCOG and Greenworks have entered into the Administration Agreement, dated January 8, 2018, as amended by the First Amendment to the Administration Agreement dated April 6, 2021 (the "Administration Agreement"), each by and between WRCOG and Greenworks; and

WHEREAS, WRCOG desires to amend the Administration Agreement to (i) increase the cap on WRCOG's fees for originating Assessment Contracts and Bonds, (ii) require for the provision of an executive summary for Assessment Contracts with project costs in excess of \$200 million, and (iii) authorize Greenworks to originate Assessment Contracts through other issuers in certain circumstances; and

WHEREAS, a form of the Second Amendment to the Administration Agreement (the "Second Amendment") by and between WRCOG and Greenworks has been reviewed by WRCOG staff and its financing team and has been presented to the Executive Committee for approval; and

WHEREAS, the Executive Committee desires that WRCOG staff (i) provide an executive summary to each member of the Executive Committee for any proposed Assessment Contract in with project costs in excess of \$200 million and (ii) annually review the bonded indebtedness limit for the Greenworks Program and provide an update to the Executive Committee; and

WHEREAS, there is approximately \$20 million remaining in the existing authorization related to the maximum amount of aggregate principal amount of Bonds that maybe issued pursuant to the Greenworks Program is \$200 million and Greenworks has requested that the Executive Committee authorize an increase in the maximum amount of aggregate principal amount for the issuance of the Bonds for the Greenworks Program by an additional \$300 million; and

WHEREAS, Section 5852.1 of the Government Code of the State of California ("Section 5852.1") provides that WRCOG obtain from an underwriter, financial advisor or private lender and disclose, in a meeting open to the public, prior to authorization of the issuance of the bonds, good faith estimates of certain information which has been provided in Exhibit A hereto by WRCOG's municipal advisor, PFM Financial Advisors, LLC.

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

Section 1. Recitals. The above recitals are true and correct.

Section 2. Approval of the Form of the Second Amendment. The Executive Committee hereby approves the form of the Second Amendment substantially in the form on file with the Secretary, together with any changes therein and additions thereto approved by the Executive Director of WRCOG, or any designee of the Executive Director (each, an "Authorized Representative") and reviewed and concurred in by Bond Counsel, and the execution thereof by an Authorized Representative shall be conclusive evidence of the approval of any such changes or additions. The Executive Committee hereby authorizes and directs an Authorized Representative to execute the final form of the Second Amendment. The Authorized Representatives are hereby directed to rescind the notice of termination of the Administration Agreement previously provided to Greenworks.

Section 3. Increase in Maximum Bonded Indebtedness. The Executive Committee hereby authorizes increasing the maximum principal amount of bonded for the Bonds that may be issued by the Greenworks Program by an additional \$300 million which may be issued in one or more series under and pursuant to Chapter 29 and the 1915 Act.

Section 4. No Obligation of WRCOG, its Regular Members or Associate Members. Pursuant to Streets and Highways Code Section 8769, this Executive Committee does hereby determine that WRCOG will not obligate itself to advance funds from the WRCOG treasury to cure any deficiency in the redemption fund established pursuant to any master indenture entered into in connection with the Bonds. The Executive Committee further declares and determines that no Regular Member or Associate Member shall be obligated to advance funds from the treasury of such Regular Member or Associate Member to cure any such deficiency in such redemption funds.

Section 5. Conditions of Approval. The approvals, authorization, and direction given by this Resolution are conditioned upon the satisfaction of the requirements of the requirements set forth in the Authorizing Resolutions without the further approval or action of the Executive Committee.

Section 6. Further Actions. The Executive Committee hereby directs that WRCOG staff (i) provide an executive summary to each member of the Executive Committee for any proposed Assessment Contract in with project costs in excess of \$200 million and (ii) annually review the bonded indebtedness limit for the Greenworks Program and provide an update to the Executive Committee.

Section 7. Official Actions. The Executive Director or his delegate is hereby authorized and directed, for and in the name and on behalf of WRCOG, to do any and all things and take any and all actions, including execution and delivery of any and all assignments, certificates, requisitions, agreements, notices, consents, instruments of conveyance, warrants and other documents, which they, or any of them, may deem necessary or advisable in order to consummate the issuance and sale of the Bonds and any of the other transactions contemplated by the documents approved pursuant to this Resolution. All actions heretofore taken by the officers and agents of WRCOG with respect to the sale and issuance of the Bonds are hereby approved, confirmed and ratified.

Section 8. Effective Date. This Resolution shall take effect upon the date of its adoption.

PASSED AND ADOPTED by the Executive Committee of the Western Riverside Council of Governments on December 2, 2024.

Rita Rogers, Chair
WRCOG Executive Committee

Dr. Kurt Wilson, Secretary
WRCOG Executive Committee

Approved as to form:

Best Best & Krieger, LLP.
WRCOG Bond Counsel

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

EXHIBIT A

GOOD FAITH ESTIMATES

The good faith estimates set forth herein are provided with respect to the Bonds in accordance with California Government Code Section 5852.1. Such good faith estimates have been provided to WRCOG by the Municipal Advisor in consultation with the Underwriter.

Principal Amount. The Municipal Advisor has informed WRCOG that, based on the financing plan and current market conditions, its good faith estimate of the aggregate principal amount of the Bonds to be sold is \$500,000,000 (the "Estimated Principal Amount"), which excludes approximately \$0 (of net premium estimated to be generated based on current market conditions). Net premium is generated when, on a net aggregate basis for a single issuance of bonds, the price paid for such bonds is higher than the face value of the bonds.

True Interest Cost of the Bonds. The Municipal Advisor has informed WRCOG that, assuming that the Estimated Principal Amount of the Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the true interest cost of the Bonds, which means the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the Bonds, is 8.276%.

Finance Charge of the Bonds. The Municipal Advisor has informed WRCOG that, assuming that the Estimated Principal Amount of the Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the finance charge for the Bonds, which means the sum of all fees and charges paid to third parties (or costs associated with the Bonds), is \$11,500,000.

Amount of Proceeds to be Received. The Municipal Advisor has informed WRCOG that, assuming that the Estimated Principal Amount of the Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the amount of proceeds expected to be received by WRCOG, for the sale of the Bonds, less the finance charge of the Bonds, as estimated above, and any reserves or capitalized interest paid or funded with proceeds of the Bonds, is \$488,500,000.

Total Payment Amount. The Municipal Advisor has informed WRCOG that, assuming that the Estimated Principal Amount of the Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the total payment amount, which means the sum total of all debt service payments on the Bonds, plus the finance charge for the Bonds, as described above, not paid with the proceeds of the Bonds, calculated to the final maturity of the Bonds, is \$1,007,617,244 (excluding any offsets from reserves or capitalized interest).

The foregoing estimates constitute good faith estimates only. The actual principal amount of the Bonds issued and sold, the true interest cost thereof, the finance charges thereof, the amount of proceeds received therefrom and total payment amount with respect thereto may differ from such good faith estimates due to (a) the actual date of the sale of the Bonds being different than the date assumed for purposes of such estimates, (b) the actual principal amount of Bonds sold being different from the Estimated Principal Amount, (c) the actual amortization of the Bonds being different than the amortization assumed for purposes of such estimates, (d) the actual market interest rates at the time of sale of the Bonds being different than those estimated for purposes of such estimates, (e) other market conditions, or (f) alterations in the financing plan or finance charges, or a combination of such factors. The actual date of sale of the Bonds and the actual principal amount of Bonds sold will be determined by WRCOG, based on the timing of the need for proceeds of the Bonds and other factors. The actual interest rates borne by the Bonds will depend on market interest rates at the time of sale thereof. The actual amortization of the Bonds will also depend, in part, on market interest rates at the time of sale thereof. Market interest rates are affected by economic and other factors beyond the control of the WRCOG.



Western Riverside Council of Governments WRCOG Executive Committee

Staff Report

Subject: Discussion Regarding Potential Impacts of Local Elections
Contact: Dr. Kurt Wilson, Executive Director, kwilson@wrcog.us, (951) 405-6701
Date: December 2, 2024

Recommended Action(s):

1. Receive and file.
-

Summary:

Staff will initiate a discussion regarding results of the current local election which may have an impact on WRCOG.

Purpose / WRCOG 2022-2027 Strategic Plan Goal:

The purpose of this item is to have a discussion regarding the potential impacts of local elections. 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:

Dr. Kurt Wilson will initiate a discussion regarding results of the current local election which may have an impact on WRCOG.

Prior Action(s):

None.

Financial Summary:

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

Attachment(s):

None.



**AGREEMENT FOR SERVICES OF
INDEPENDENT CONTRACTOR**
BETWEEN
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
AND
PUBLIC HEALTH INSTITUTE

THIS AGREEMENT (“Agreement”) is made and entered into as of December 2, 2024, (“Effective Date”) by and between the Western Riverside Council of Governments, a California public agency (“Partner”) and the Public Health Institute (“PHI”), a California nonprofit public benefit corporation.

RECITALS

- A. The Public Health Institute administers the CivicSpark program as part of the federal AmeriCorps program. PHI provides capacity building services to local organizations through project implementation activities performed by AmeriCorps Members (“CivicSpark Fellows” or “Fellows”). Fellows can only work on contracted and allowable service activities. CivicSpark will provide this service to the Partner by conducting assessments, implementing planning or action projects, engaging volunteers, and transferring knowledge to Partner’s staff.
- B. Partner desires to engage PHI to provide certain services through the CivicSpark program. PHI desires to provide those services and to be compensated accordingly.
- C. Partner and PHI enter into this Agreement in order to memorialize the terms concerning PHI performance of the services and Partner's obligations with respect thereto.
- D. Partner desires to engage PHI into a multi-year agreement for service years 2024/2025, 2025/2026, and 2026/2027.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual agreements set forth herein, Partner and PHI hereby covenant and agree as follows:

AGREEMENT

1. **PHI’s Scope of Services.** During the term of this Agreement, PHI agrees to perform the services described in Exhibit B - Scope of Services, (“Services”) attached hereto and incorporated herein. The project for which the services are provided must align with the performance measures and may not involve any of the prohibited activities set forth in Exhibit A – Contracted Performance Measures and Prohibited Activities attached hereto and incorporated herein.
2. **Partner’s Responsibilities.** During the term of this Agreement, Partner agrees to perform the responsibilities and roles as described in Exhibit C – Partner Responsibilities, attached hereto and incorporated herein, as such responsibilities and roles relate to Partner’s participation in the CivicSpark program.



3. Compensation; Reimbursable Expenses. For the Services provided by PHI under this Agreement, Partner shall pay PHI the compensation set forth in Exhibit D - Compensation and Billing, attached hereto and incorporated herein.

4. Term. The term of this Agreement shall commence and PHI's duties and responsibilities under this Agreement shall begin as of the date first written above and shall continue, as agreed to in the timeline defined in Exhibit F - Term. This Agreement is subject to earlier termination as provided herein, until the services are complete and all compensation and reimbursable expenses are paid to PHI.

5. Termination. This Agreement may be terminated prior to the end of the Term upon the bankruptcy or insolvency of either party or upon 30 days' written notice by the terminating party to the non-terminating party.

If either party defaults in the performance of this Agreement or materially breaches any of its provisions, the non-breaching party may terminate the Agreement by giving written notice to the breaching party. Termination will take effect immediately on receipt of notice by the breaching party or five days after mailing of notice, whichever occurs first. For purposes of this provision, material breach of this Agreement includes, but is not limited to, the following: (a) Partner's failure to pay PHI any compensation due within 30 days after written demand for payment; (b) PHI's failure to perform the Services as provided in this Agreement, not including a Fellow unable to provide services for the full contract duration and a suitable replacement cannot be provided; (c) Partner offering employment to the Fellow that is substantially similar to their CivicSpark scope of work, with a start date prior to the service year-end date as described in Exhibit C(1)(j); or (d) either party's material breach of any representation or agreement contained in this Agreement.

6. Excuse of Performance. PHI's obligation to perform the services specified in this Agreement shall be excused if the performance is prevented or substantially delayed due to circumstances not caused, in whole or in part, by PHI, including any such circumstances caused by Partner.

7. Independent Contractor. It is the express intention of the parties that PHI is an independent contractor and not an employee, agent, joint venturer, or partner of Partner. Nothing in this Agreement shall be interpreted or construed as creating or establishing a relationship of employer and employee between Partner and PHI or any employee or agent of PHI. Both parties acknowledge that PHI may retain the services of others to assist it but that such persons as Fellows and PHI's employees are not Partner employees for any purpose. PHI further agrees that it shall be exclusively responsible for payment of compensation and benefits to any Fellow and PHI employee it retains and shall be liable for all taxes required to be reported and remitted to appropriate tax authorities.

8. Insurance. PHI agrees to maintain: (1) commercial general liability insurance with minimum limits of \$1,000,000, written on an occurrence form basis and \$3,000,000 general aggregate, protecting it from claims for personal injury (including bodily injury and death) and property damage which may arise from or in connection with the performance of PHI's Services hereunder or from or out of any act or omission of PHI, its officers, directors, agents, subcontractors or employees; (2) professional liability insurance with minimum limits of \$2,000,000; (3) worker's compensation insurance as required by law;



AmeriCorps



and (4) hired and non-owned auto insurance with minimum limits of \$1,000,000 for each accident. If requested, PHI shall provide a certificate of said insurance and an additional insured endorsement to Partner within 10 days of the execution of this Agreement.

Any deductibles or self-insured retentions must be declared to Partner. At the option of PHI, either the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to Partner, its officers, officials, consultants, and volunteers, or PHI shall provide a financial guarantee for payment of losses and related investigations, claim administration, and defense expenses.

For any claims related to PHI's performance of the Services, PHI's insurance coverage shall be primary insurance with respect to Partner, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Partner, its officers, officials, employees, and volunteers shall be excess of PHI's insurance and shall not contribute with it.

Each insurance policy required by this Agreement shall contain a waiver of subrogation in favor of Partner. For each policy, coverage shall not be suspended, voiced, canceled, or reduced in limits except after thirty (30) days' prior written notice has been given to Partner by PHI, except that ten (10) days' prior written notice shall apply in the event of cancelation for nonpayment of premium.

Insurance shall be placed with insurers admitted in the State of California and with an A.M. Best rating of A:VII or higher.

9. Indemnification. To the extent limited by applicable law, each party to this Agreement ("Indemnitor") shall defend, indemnify, defend and hold harmless the other party ("Indemnatee") and its directors, officers, agents, contractors, volunteers, and employees, from and against any and all liabilities and claims, including attorney's fees and other legal expenses, arising directly or indirectly from any act or failure by the Indemnitor of or in any way related to the Indemnitor's performance of this Agreement or representations made in this Agreement. The Indemnitor is not responsible for the acts or omissions of the Indemnatee and nothing herein shall be construed to require the Indemnitor to indemnify the Indemnatee for the acts or omissions of the Indemnatee. This provision shall survive the termination of this Agreement.

10. Ownership of Documents. Ownership of any designs, plans, maps, reports, specifications, drawings, and other information or items produced by PHI while performing Services under this Agreement will be assigned to and owned jointly by PHI and Partner. The original of all reports, memoranda, studies, plans, specifications, drawings, materials, exhibits, maps or other similar or related documents prepared by PHI in the performance of the Services for Partner shall be the joint property of PHI and Partner.

11. Notices. All legal notices or other communications required to be given hereunder shall be in writing and shall be deemed to have been given if: (1) personally delivered then on the date of personal delivery; (2), if mailed by certified mail, postage prepaid, return receipt requested, then three (3) business days after mailing and shall be addressed as follows:

To PHI (if legal): Office of Chief Legal Counsel



Public Health Institute
555 12th Street, Suite 600
Oakland, CA 94607-4046

Any notices related to post-award management shall be in writing and sent via electronic mail. Notice will be deemed to have been given when sent by electronic mail upon the sender's receipt of acknowledgement from the intended recipient.

To PHI (if other) CivicSpark
Public Health Institute
CivicSparkContracts@phi.org

To Partner: Casey Dailey, Director of Energy & Environmental
Western Riverside Council of Governments (WRCOG) on behalf of
Inland Regional Network (I-REN)
3390 University Avenue, Suite 200
Riverside, CA 92501
(951) 405-6720
cdailey@wrcog.us

Either party may change its address by giving written notice thereof to the other party.

12. Attorneys' Fees. The party prevailing in any action at law or in equity necessary to enforce or interpret the terms of this Agreement shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which that party may be entitled.

13. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California, without giving effect to principles of conflicts of laws. Any suit, action or legal proceeding arising out of this Agreement shall be submitted to a state or federal court sitting in Alameda County, California, which will have exclusive jurisdiction and venue over the dispute and to which jurisdiction the parties irrevocably submit.

14. Entire Agreement; Amendments. This Agreement contains all of the agreements of the parties hereto with respect to the matters contained herein and no prior or contemporaneous agreement or understanding, oral or written, pertaining to any such matters shall be effective for any purpose. No provision of this Agreement may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest. In particular, neither party may vary the scope of services described in Exhibit B – Scope of Services or responsibilities in Exhibit C – Partner Responsibilities except as expressly agreed to in writing by the other party. The budgets for direct labor and expenses are based on the Services described in Exhibit B – Scope of Services and any modification may affect direct labor costs and project expenses and must be approved in writing by Partner

15. Headings. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions of this Agreement.



16. Severability. If, for any reason, any provision or partial provision of this Agreement is held invalid, such invalidity shall not affect the remainder of such provision or any other provision of this Agreement not so held invalid, and each other provision, or portion thereof, shall, to the full extent consistent with law, continue in full force and effect.

17. Waiver. The waiver of any breach of any provision hereunder by any party hereto shall not be deemed to be a waiver of any preceding or subsequent breach hereunder.

18. Warranty of Authority. Each of the undersigned hereby warrants that he/she has authority on behalf of his or her principal to execute this Agreement and to bind such principal to the terms hereof.

19. Counterparts. This Agreement may be executed by electronic or hard-copy signature and in counterparts, each of which shall be deemed to be one and the same instrument. The exchange of executed copies of this Agreement by facsimile, email or other electronic transmission will constitute effective execution and delivery of this Agreement for all purposes. Signatures of the parties transmitted by such methods will be treated in all respects as having the same effect as an original signature.

20. Match Funds Under Federal Award. PHI will be applying funding received under the Agreement to serve as a federal “Match” or “Cost Share” for a federally funded Award as described further in Exhibit A. Partner certifies that the source of funding used to fund this Agreement comply with Title 2 CFR § 200.306.



AmeriCorps



Dated as of the Effective Date set forth above.

PARTNER:

Western Riverside Council of Governments, a California public agency

By _____

Dr. Kurt Wilson, Executive Director

Approved as to form:

By _____

WRCOG General Counsel

Best Best & Krieger

Public Health Institute:

Public Health Institute, a California nonprofit public benefit corporation

Signed by:

Rebecca Silva

By _____

Rebecca Silva, Vice President of Grants and Contracts



Exhibit A

Contracted Performance Measures and Policies

PHI has contracted with AmeriCorps to implement CivicSpark as an AmeriCorps program. **Fellows can only work on service outlined in performance measures approved by AmeriCorps and must abide by Federal guidelines for AmeriCorps program implementation.** Performance measures define how CivicSpark will provide service to Partner by: conducting assessments; implementing planning, research or implementation projects; engaging volunteers; and transferring knowledge to Partner staff. The project scope in Exhibit B must align with the measures below:

- 1) Capacity Building for Local Public Organizations – Fellows’ direct service hours should be spent building capacity for local service recipients to address their relative needs with regard to specific issues (e.g., climate, water, housing etc.). Fellows will address these needs by assisting one or more local service recipients to develop or implement projects that they would otherwise not be able to complete. Capacity building will be delivered in 3 stages, including: (1) gap assessments; (2) research, planning, and implementation service projects; and (3) transition of knowledge.
- 2) Volunteer Engagement – All Fellows should have the opportunity to build further capacity by engaging, recruiting, and supporting volunteers. Volunteers may be engaged as either one-time volunteers (e.g., – volunteers to assist for a specific event such as Earth Day or service activities) or as on-going volunteers such as interns).
- 3) Training and Professional Development for Fellows – Fellows can spend up to 20% of their service year (340 of their 1700 total hours) on training. Training includes the one-week orientation at the start of the service year, mid-year gathering, continued monthly trainings, and professional development and networking opportunities. Training hours ensure that Fellows have the training and tools they need to succeed in their service work and to grow as professionals.

The majority of the work provided by CivicSpark to Partner via direct service only involves the first measure (Capacity Building). The second and third measures are predominantly met through training, service and professional development activities provided to the Fellows by PHI. Some activities that occur while working with local government beneficiaries or other project partners may be considered training and professional development, such as networking events and trainings conducted by or attended in partnership with Partner.

Prohibited Activities: Federal guidelines further restrict certain activities, which cannot be engaged in by CivicSpark Fellows or Supervisors while charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the CivicSpark program or AmeriCorps, this includes direct fundraising or grant writing which are not allowable activities in CivicSpark. **In addition to only working on contracted performance measure service activities, the following activities are prohibited** (see 45 CFR § 2520.65):

1. Attempting to influence legislation;
2. Organizing or engaging in protests, petitions, boycotts, or strikes;
3. Assisting, promoting, or deterring union organizing;
4. Impairing existing contracts for services or collective bargaining agreements;



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5. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
6. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
7. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
8. Providing a direct benefit to—
 - (1) A business organized for profit;
 - (2) A labor union;
 - (3) A partisan political organization;
 - (4) A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 except that nothing in these provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
 - (5) An organization engaged in the religious activities described above, unless AmeriCorps assistance is not used to support those religious activities;
9. Conducting a voter registration drive or using AmeriCorps funds to conduct a voter registration drive;
10. Providing abortion services or referrals for receipt of such services; and
11. Such other activities as AmeriCorps may prohibit.

Fellows, like other private citizens, **may** participate in the above listed activities **on their own time, at their own expense, and on their own initiative**. However, the AmeriCorps logo **must not** be worn while doing so.

Reasonable Accommodations: Per Federal Guidelines and PHI policies, the CivicSpark programs and activities must follow equal opportunity employment requirements and be accessible to persons with disabilities by providing reasonable accommodation. In support of this:

1. PHI and Partner will comply with Equal Opportunity Employment guidelines.
2. PHI and Partner will endeavor to make reasonable accommodations to known physical or mental limitations of qualified AmeriCorps members with disabilities unless the accommodation would impose an undue hardship on the program operations.
3. PHI and Partner will endeavor to accommodate the sincere religious beliefs of AmeriCorps Members to the extent such accommodation does not pose an undue hardship on the Organization's operations.
4. PHI and Partner will not allow any form of retaliation against individuals who raise issues of equal employment opportunity or reasonable accommodation.

Non-Duplication and Non-Displacement: Federal guidelines further restrict engagement of CivicSpark Fellows to duplicate or displace staff (see [45 CFR § 2540.100\(e\)-\(f\)](#), noted below)



(e) **Nonduplication.** AmeriCorps assistance may not be used to duplicate an activity that is already available in the locality of a program. And, unless the requirements of paragraph (f) of this section are met, AmeriCorps assistance will not be provided to a private nonprofit entity to conduct activities that are the same or substantially equivalent to activities provided by a State or local government agency in which such entity resides.

(f) **Nondisplacement.**

- (i) An employer may not displace an employee or position, including partial displacement such as reduction in hours, wages, or employment benefits, as a result of the use by such employer of a participant in a program receiving AmeriCorps assistance.
- (ii) An organization may not displace a volunteer by using a participant in a program receiving AmeriCorps assistance.
- (iii) A service opportunity will not be created under this chapter that will infringe in any manner on the promotional opportunity of an employed individual.
- (iv) A participant in a program receiving AmeriCorps assistance may not perform any services or duties or engage in activities that would otherwise be performed by an employee as part of the assigned duties of such employee.
- (v) A participant in any program receiving assistance under this chapter may not perform any services or duties, or engage in activities, that—
 - 1. Will supplant the hiring of employed workers; or
 - 2. Are services, duties, or activities with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures.
- (vi) A participant in any program receiving assistance under this chapter may not perform services or duties that have been performed by or were assigned to any—
 - i. Presently employed worker;
 - ii. Employee who recently resigned or was discharged;
 - iii. Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures;
 - iv. Employee who is on leave (terminal, temporary, vacation, emergency, or sick);
 - or
 - v. Employee who is on strike or who is being locked out.

Labor Union Concurrence: In following non-duplication and non-displacement AmeriCorps policies as noted above, the Partner must obtain the written concurrence of any local labor organization(s) representing employees of the Partner who are engaged in the same or substantially similar work as that proposed to be carried out by the Fellow in Exhibit B if they:

- 1. Will serve as a placement site for AmeriCorps members (Fellows);
- 2. Has employees engaged in the same or substantially similar work as that proposed to be carried out by AmeriCorps members; and
- 3. Those employees are represented by a local labor organization.

Written concurrence can be in the form of a letter or e-mail from the local union leadership. Written concurrence should be included along with this contract if applicable.

Partner is not required to obtain labor organization concurrence if:



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1. There are no local labor organizations representing employees of the Partner who are engaged in the same or substantially similar work as that proposed to be carried out; or
2. Partner is not required to consult with labor organizations, because there are no appropriate local labor organizations representing employees in the area who are engaged in the same or similar work as that proposed to be carried out by the Fellow.



AmeriCorps

Non-Harassment and Civil Rights Policy:



AmeriCorps

Employee Civil Rights and Non-Harassment Policy

AmeriCorps is committed to treating all persons with dignity and respect while building a diverse, equitable, inclusive workplace where benefits and opportunities for advancement are accessible to all. AmeriCorps maintains a zero-tolerance policy for any unlawful discrimination and harassing conduct towards any employee, intern, or contractor. As a federal agency, compliance with the anti-discrimination laws and the regulations enforced by the [United States Equal Employment Opportunity Commission](#), and the maintenance of a model EEO program are rigorously upheld. Building a culture of diversity, equity, inclusion, and accessibility demands the prevention of discrimination and harassment, along with taking swift action when it occurs.

AmeriCorps prohibits any forms of discrimination and harassment based upon a person's protected status. "Protected status" means a person's race, color, national origin, sex, age (40 and over), religion, sexual orientation, disability (mental, physical, or invisible), gender identity or expression, political affiliation, marital or parental status, pregnancy, genetic information (including family medical history), military service, their submission of a complaint, or activity in any Equal Employment Opportunity related activity. AmeriCorps seeks an environment that is free of discrimination and harassment, and to provide all employees the freedom to compete on a fair and level playing field.

AmeriCorps will not tolerate any harassment that may include slurs and other verbal or physical conduct that relates to an individual's gender, race, ethnicity, religion, sexual orientation, or any other protected status when such behavior has the purpose or effect of interfering with job performance or creating an intimidating, hostile, or offensive work environment. Every AmeriCorps employee should familiarize themselves with our [Anti-Harassment Policy and Procedure](#).

AmeriCorps does not tolerate harassment from any AmeriCorps employee; supervisor; manager; non-employee (e.g., contractors); national service members or volunteers.

Examples of harassing conduct include, but are not limited to: explicit or implicit demands for sexual favors; pressure to engage in a romantic relationship or for dates; deliberate touching of another person without consent, leaning over or cornering a person; repeated offensive teasing, jokes, remarks, or questions; unwanted letters, emails, text messages or phone calls; distribution or display of offensive materials, including on social media; offensive looks or gestures based on a person's gender, race, ethnicity, or religious baiting; physical assault or other threatening behavior; and demeaning, debasing, or abusive comments or other actions that intimidate and are based on a person's protected status. Conduct directed at a single individual in the workplace may create an offensive environment for others, even if they were not targeted.

Discrimination or harassment, when identified, will result in immediate corrective action by AmeriCorps. Any employee who violates this policy will be subject to appropriate discipline, up to and including removal from federal service. AmeriCorps' supervisors and managers will immediately notify the Office of Human Capital when they become aware of alleged discrimination or harassment by an employee, service member, or other individuals. After

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consulting with the Office of Human Capital on appropriate measures, the supervisor or manager must take prompt action to effectively address any such conduct.

AmeriCorps prohibits retaliation or reprisal against any employee who raises discrimination or harassment concerns or participates in any Equal Employment Opportunity activity including filing a complaint against a supervisor or coworker, reporting harassment of a service member, volunteer, contractor, or employee, or providing a witness statement during an investigation.

Harassment and discrimination are unacceptable in AmeriCorps offices, facilities or campuses, virtual meetings, and in other service-related venues. This includes training sessions, convenings, off-campus service sites, service-related social events, and other off-site gatherings or events (whether in person or virtual).

Any AmeriCorps employee, former employee, or applicant for employment who believes they were harassed or discriminated against in violation of civil rights laws, regulations, or this policy, or who believes they were subject to reprisal for opposing discrimination or participating in the discrimination complaint proceedings (e.g., as a complainant or witness), should raise those concerns with AmeriCorps' Civil Rights and Employment Branch within 45 calendar days of the harassing or discriminatory action. Discrimination claims that are not brought to the attention of AmeriCorps' Civil Rights and Employment Branch within 45 calendar days of the occurrence may not be accepted for investigation if a formal complaint is filed.

The confidentiality of any employee who reports harassment or discrimination, or participates in a related investigation, will be protected to the greatest extent possible, as provided by law. AmeriCorps' Civil Rights and Employment Branch may be reached via (202) 606-3461 or eo@americorps.gov. Employees may also consider AmeriCorps' Alternate Dispute Resolution Program as an informal way to resolve workplace conflicts. If you are interested in learning more about our Alternate Dispute Resolution Program, please email adr@americorps.gov.

November 7, 2023

Date

Michael D. Smith
Chief Executive Officer
AmeriCorps



Exhibit B

Scope of Services

PHI will perform the following services:

1) General Program Responsibilities

- a. Provide clear guidelines to Fellows regarding AmeriCorps regulations and expectations.
- b. Recruit and train Fellows to provide capacity building services for the region.
- c. Work to provide support and guidance for Fellows, addressing any concerns that might develop during the service year.
- d. Hold Fellows accountable for the desired service results and work with Fellows on their professional development and behavior.
- e. Manage local government beneficiary and/or other partner service contracts.
- f. Share outcomes from service with Partner.
- g. Provide membership to PHI's national network for an additional fee, if desired. As a PHI member, you will have access to our wider organization's direct assistance and practical tools for implementing on-the-ground successes in your community. Member benefits including networking and best practices, event discounts, invitations to lunch & learns, news and action updates, resource highlights and policy action alerts.

2) Fellow Responsibilities

- a. Pass a state, national, and National Sex Offender Public Website (NSOPW) background check before starting their service year.
- b. Participate in a 1-week program orientation and complete at least 100 hours of training through dedicated Fellow training, development, and service days.
- c. Serve an average of 37 hours per week for 11 months, serving a minimum of 1700 total hours, with at least 1300 hours dedicated to Partner project activities (see below).
- d. Comply with guidelines for performance measures and abide by regulations on prohibited activities described in Exhibit A above.
- e. Complete accurate project reporting in a timely manner as required by AmeriCorps, including: assessments, implementation, hours served, volunteers recruited and supported, and transition of knowledge to local governments.
- f. Avoid participation in prohibited activities.
- g. Identify as a Fellow and wear AmeriCorps lapel pins or gear during service hours.
- h. Participate in days of national service including, but not limited to: Martin Luther King, Jr. Day of Service; State Day of Service, and AmeriCorps week Service Day.

3) Project Specific Scope of Work

- a. Town of Apple Valley
 - i. In support of the Town's Energy Efficiency Projects, the fellow will provide assistance with project management and collect/report out data necessary for the successful completion of project. Project(s) are intended to reduce the Town of Apple Valley's carbon footprint and reliance on sources of power that generate GHGs
- b. City of Chino Hills



- i. In support of the City’s Energy Reduction and Sustainability Project, the fellow will facilitate full implementation of the approved recommended measures identified in created climate goals and action plans.
- c. City of Riverside – Office of Sustainability
 - i. In support of the City’s Municipal Energy Efficiency Planning and Evaluative Site Mapping for Alternative Fuel Siting projects, the fellow will support the identification of citywide areas of opportunity for EV and alternative fuels infrastructure that would further enable EV adoption across the City, as well as, evaluating City building stock and upcoming construction projects for infrastructure opportunities to create more sustainable, healthy, and efficient structures.
- d. City of Riverside
 - i. In support of the City’s establishment of an Office of Sustainability and Pre-Development of a Citywide Climate Action Plan, the fellow will assist in mapping and establishing the parameters for a new Citywide Office of Sustainability that will be housed within the City Manager’s Office. The Fellow will also work to establish initial outreach and data collection planning for a Climate Action Plan which will be part of the City’s new General Plan development process.
- e. Coachella Valley Associated Governments
 - i. In support of CVAG’s Energy Efficiency Program Support - Community Education and Outreach project, the fellow will support the development and communications of I-REN resources to cities and communities within CVAG areas.
- f. Corona
 - i. In support of the City’s Corona Energy Resilience Study, the fellow will support in the identification of the city’s facilities’ energy usage and development of implement strategies to improve its energy efficiency in these facilities.
- g. San Bernardino Community College District – SBCCD Sustainability Resilience Project
 - i. In support of SBCCD’s SBCCD Sustainability Resilience Project, the fellow will assist in the implementation of sustainability initiatives and technical analysis, reducing carbon emissions, and improving resource efficiency at SBCCD facilities and operations.
- h. Norco
 - i. In support of the City’s Rural Living with Environmental Awareness Project, the fellow will be assist in reviewing and implementing energy projects identified the City’s 5-year Capital Improvement Plan.
- i. Ontario
 - i. In support of the City’s Strategic Energy Efficiency Planning for Facilities and Equipment, the fellow will assist in the development of a strategic energy efficiency plan for facilities, fleet, and equipment.
- j. Palm Springs
 - i. In support of the City’s Refining Energy Efficiency Support Programs for Buildings Project, the fellow will support internal climate mitigation work (leading the energy action planning effort in collaboration with I-REN and Palm



Springs Public Works) and mitigation work for public buildings (identifying and assembling resources that help our most vulnerable residents improve their buildings and reduce emissions).

- k. Rancho Cucamonga
 - i. In support of the City's Project, the fellow will support Fostering Active Transportation and Micromobility via Safe Routes to School Program Initiatives.
- l. Riverside County - Housing and Workforce Solutions
 - i. In support of the County's Transformative Climate Communities (TCC) Project, the fellow will assist in addressing the needs of disadvantaged communities disproportionately impacted by pollution, poverty, and health disparities and equip residents with the skills they need for green careers, fostering healthier, safer, and more sustainable neighborhoods
- m. WRCOG
 - i. In support of WRCOG's Workforce Project, the fellow will help to finalize the I-REN Workforce Assessment and implement the recommendations of the assessment



n. **Exhibit C**

Partner Responsibilities

Partner will perform the following services:

- (1) Support Responsibilities
 - (a) Support Fellow recruitment by advertising your open placement through appropriate channels and networks (e.g., websites, newsletters, social media, job boards, etc.)
 - (b) Identify one staff member to act as the “Site Supervisor” for the project, and point person for both the Fellow and CivicSpark staff. At the time of this agreement, the Partner staff member assigned as Site Supervisor for the Fellow during their term of service is:
 1. Apple Valley: Guy Eisenbrey, geisenbrey@applevalley.org
 2. Chino Hills: Jarrod Manuel, jmanuel@chinohills.org
 3. City of Riverside (2 fellows): Fortino Morales III, FoMorales@riversideca.gov
 4. CVAG (2 fellows): Jacob Alvarez, jalvarez@cvag.org
 5. Corona: Savat Khamphou, Savat.Khamphou@coronaca.gov
 6. SBCCD: Yash Patel, ypatel@sbccd.edu
 7. Norco: Amanda Hamilton, ahamilton@ci.norco.ca.us
 8. Ontario: Manny Rebolledo, mrebolledo@ontarioca.gov
 9. Palm Springs: Lindsey-Paige McCloy, lindsey-paige.mccloy@palmspringsca.gov
 10. Rancho Cucamonga: Clarence De Guzman, clarence.deguzman@cityofrc.us
 11. County of Riverside: Marian Singer, MSinger@rivco.org
 12. WRCOG: Tyler Masters, tmasters@wrcog.us
 - (c) Site Supervisor shall support project implementation and professional development by:
 - (i) Setting aside at least 1 hour/week to check in with each Fellow and provide assistance for each approved project.
 - (ii) Familiarizing Fellows to the host organization (including safety procedures and protocols), resources, and project scope.
 - (iii) Completing an initial performance assessment of each Fellow (survey and goal setting) within 1 month of the start of the service year; conducting a mid-year performance review; and completing a final performance review survey prior to the end of the service year.
 - (iv) Seeking opportunities to integrate Fellows’ professional goals into project activities.
 - (v) As appropriate, facilitating Fellows’ transition at the end of their service year by introducing Fellows to relevant colleagues and networks.
 - (vi) Provide adequate professional workspace for Fellows within the office (e.g., desk, computer, phone, etc), and ensure that site and workplace are accessible to individuals with disabilities if needed. The Partner’s office address is: **3390 University Avenue, Suite 200, Riverside, CA 92501.**



1. Provide a laptop or equivalent computer if Fellow(s) will be teleserving from home on a regular basis (e.g. hybrid schedule).
2. If needed due to COVID or any other emergency reason, be able to support partial virtual service for Fellows (e.g., remote access to files, plans for virtual check-in and support, technology support for remote work)
- (d) Develop defined project scope(s) and identify goals to be completed in an agreed upon timeframe.
 - (i) Ensure key staff for each defined project completes a pre-service capacity assessment survey before the start of the service year and a post-service capacity assessment towards the end of the year.
 - (ii) Ensure key staff for each defined project participates in a project interview early on in the service year (within the first 2-3 weeks), a part of the CivicSpark gap assessment process.
- (e) Support implementation of project(s) consistent with scope above and in line with CivicSpark program goals (including supporting volunteer engagement activities and participating in transitional event)
- (f) Keep Regional Coordinators and/or other PHI staff apprised of project developments and/or challenges, and working to redefine project scope(s) and goals as necessary.
- (g) If challenges arise (related to professionalism, work products, etc.) provide specific written feedback to the Fellow and share with PHI staff in a timely manner so PHI staff can assess the challenges and intervene as needed.
- (h) Assist with occasional site visits to Partner by PHI staff.
- (i) Not displace Partner staff or volunteers through the use of CivicSpark Fellows, nor have CivicSpark Fellows perform any services or duties that would supplant the hiring of employed workers.
- (j) Not offer the CivicSpark Fellow part- or full-time employment that is substantially similar to their CivicSpark scope of work, with a start date prior to the service year-end date. Such circumstances would constitute a material breach of this Agreement as described under 5. Termination above, and Partner would remain responsible for paying any remaining amounts due under this Agreement had the Fellow completed their project with the Partner.
- (2) Reporting Responsibilities
 - (a) Complete applications for CivicSpark projects, identifying:
 - (i) Total hours desired for service work;
 - (ii) Identification of at least 2 projects for at least 1 beneficiary per fellow (or 1 project for 2 or more beneficiaries).
 1. Beneficiaries can be individual departments within a single local government or even individual staff members within the same department.
 2. Specific eligibility requirements are provided here:
<https://civicsparkfellowship.org/partnership-opportunities>
 - (b) Ensure a staff person involved in the project from each local government beneficiary completes a pre-service capacity assessment survey before the start of the service year and a post-service capacity assessment towards the end of the year. The pre-service survey defines goals for the project and establishes a baseline perspective on issues relevant to the specific project issue (i.e., climate, water, housing, mobility, etc.). The



post-service survey evaluates the degree to which the Fellows' work made progress toward the goals and baselines established in the pre-service capacity assessment survey.

- (c) Ensure a staff person involved in the project from each local government beneficiary participates in a project interview early on in the service year (within the first 2-3 weeks), a part of the CivicSpark gap assessment process.
- (d) Submit Fellow performance assessments on time, as described above.
- (e) Complete any additional project reporting defined as necessary.
- (f) Allow CivicSpark to share results of all reporting with the state service commission and AmeriCorps, for required grant reporting.



Exhibit D
Compensation and Billing

This is a firm fixed price type agreement and compensation will be provided in a lump sum as described in this exhibit. Costs, total project hours¹, additional prep-hours and travel budget for support options on a per-Fellow basis are defined below.

PHI will receive no more than \$476,240 for 13 full-time (5 returning) and 1 three-quarter time Fellow(s), plus reimbursable expenses as outlined in Exhibit , for performing the services set forth in this Agreement.

	Per Fellow Benefits
Costs	\$31,000/Full-Time Fellow \$24,000/Three-Quarter Time Fellow Additional \$5,000/Fellow for five returning Fellows to same site
Project Support	11 Months, 1,300+ project hours for Full-Time Fellows 7.5 months, 920+ project hours for Three-Quarter Time Fellows
Additional Benefits	Up to 80 additional project-prep hours (40 for three-quarter time). Up to 100 volunteer engagement hours (70 for three-quarter time).

PAYMENT OPTION

Lump Sum Payment —\$452,000

The Partner shall make a one-time, **lump sum payment** to PHI that covers the entirety of the amount due for services to be performed. Lump Sum payment is **due at contract signing**. If for some reason Fellow is unable to provide services for the full contract duration (e.g., a Fellow leaves the program for medical or personal reasons and a suitable replacement cannot be provided), Partner is only responsible for the portion of the contract amount for the hours of service actually provided. Partner must inform PHI prior to the project start if they need invoices to include specific format, tasks, billing codes, or other details.

¹ Note that project hours include all project related activities as well as basic administrative tasks related to CivicSpark service (e.g., completing timecards, progress reports, project related communications with PHI staff, etc.).



Partner Billing Contact Details & Instructions

Partner Organization Billing Address: 3390 University Avenue, Suite 200 Riverside, CA 92501

Main Billing Contact

Name & Title: Benjamin Druyon, Program Manager

Email Address: bdruyon@wrcog.us

Phone: (951) 675-2326

Billing Contact #2

Name & Title: Tyler Masters, Program Manager

Email Address: tmasters@wrcog.us

Phone: (951) 203-6281

Special Instructions for Invoicing (if any): Email invoices to invoicing@iren.gov

Payments to be made by: Check ☐ ACH ☐ (see ACH instructions below)

Name & Title: _____

Date: _____

ACH Instruction	
Account Name	PUBLIC HEALTH INSTITUTE
Account Type	CHECKING
Account Number	4122400534
ACH Routing Number	121000248
SWIFT/BIC Code	WFBIUS6S
Bank Name and Address	WELLS FARGO BANK 420 MONTGOMERY ST. SAN FRANCISCO, CA 94104
EIN	94-1646278



Exhibit E Reimbursable Expenses

PHI does not cover project-related expenses related to the service project. All project-related expenses are the responsibility of the Partner. This can occur by 1) Partner paying for these expenses directly; or 2) Partner has the Fellow pay for expenses themselves, and then reimburses Fellow for such expenses.

Expenses that the Partner should plan for include mileage, meals, event fees, and any other expenses needed for the Fellow to implement the project. Fellows should not incur expenses relating to the project unless the Partner has funds to cover such expenses.

Partner agrees that, should Partner request PHI to handle reimbursements for Fellows on behalf of Partner, partner must pay an administrative fee, in the amount of five percent (5%), plus indirect costs (16.2%) of the combined reimbursement amount.

The total amount of project-related reimbursable expenses shall not exceed \$24,240 (which includes cost of administrative fee and indirect costs). Absent a written amendment to this Agreement, Partner shall not be responsible for reimbursement of expenses exceeding the not-to-exceed limit outlined in this Exhibit E.

Reimbursable expenses may include:

- Mileage
- Meals
- Lodging
- Event/Registration Fee
- Material costs
- Other

Fellow expenses shall be submitted by Fellow to Partner in writing for approval prior to Fellow incurring these expenses and prior to Partner being charged for reimbursement for an expense incurred during the completion of activities outlined in the Scope of Service (Exhibit B).



Exhibit F Timeline

All tasks enumerated in Exhibit B – Scope of Services are expected to start on September 16, 2024, with a CivicSpark program Orientation, and will begin at the host site on September 25, 2024. Fellow activities should be completed by August 30, 2025. This is a multi-year agreement and will include participation for program years 2025/2026, and 2026/2027 in future amendments that include additional scopes of work and funding amounts.

MEMORANDUM OF UNDERSTANDING BETWEEN THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS AND IEGO

This Memorandum of Understanding ("MOU") is made and entered into this _____ day of _____, 2024 (the "Effective Date") by and between the Western Riverside Council of Governments, a California public agency, ("WRCOG") on the individually and on behalf of the Inland Regional Energy Network ("I-REN") and the Inland Empire Community Foundation (IECF), a 501(c)(3) nonprofit ("Organization"). WRCOG and Organization are sometimes referred to herein individually as "Party" and collectively as "Parties".

1. RECITALS

1.1 WRCOG is administrator of and the contracting agent for the I-REN.

1.2 The I-REN seeks to implement energy efficiency programs and initiatives that will lead to long-term, sustainable benefits to participating public agencies throughout the SoCalGas and Southern California Edison service areas.

1.3 As authorized by the California Public Utilities Commission, WRCOG has the independent authority to design, manage and deliver I-REN programs and initiatives.

1.4 Organization and the WRCOG desire to work together through the Organization's Inland Economic Growth and Opportunity (IEGO) nonprofit initiative to **conduct industry outreach and data collection with I-REN goals and connection to the Center of Excellence, labor data, business engagement, and collaboration through regional convenings.** ("Project").

1.5 It is the intent of the Parties to enter into this MOU to establish and coordinate the responsibilities of the Parties with respect to the Project, all as further set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, it is mutually understood and agreed by WRCOG and Organization as follows:

2. TERMS OF THE MOU

2.1 Incorporation of Recitals. The recitals set forth above are true and correct and are incorporated into this MOU as though fully set forth herein.

2.2 Term. This MOU shall commence on the Effective Date and continue through **December 31, 2027**, unless the MOU is previously terminated as provided for herein ("Term")

2.3 General Agreement to Cooperate. The Parties agree to mutually cooperate in order to help ensure that the Project is successfully completed with minimum impact to both Parties and the public.

2.4 WRCOG Commitments. WRCOG hereby agrees to do the following:

(a) WRCOG Contact. Designate a leadership team member or equivalent person to act as liaison to the Organization Contact, providing a first point of communication for the Project ("WRCOG Contact"). The WRCOG Contact will be **Casey Dailey, Director of Energy & Environmental Programs.**

(b) Services. WRCOG shall provide payment of services for the Project (the "Services"). The Services are more particularly described in Exhibit "A", attached hereto to this MOU and incorporated herein by this reference.

(c) Funding Commitments. WRCOG shall be responsible for **\$30,000** of the Project.

2.5 Organization Commitments. Organization hereby agrees to do the following:

(a) Organization Contact. Identify a primary staff member responsible for communication between the WRCOG and Organization for fulfillment of the Project ("Organization Contact"). The Organization Contact will be **Matthew Mena, Executive Director of IEGO.**

(b) Services. Organization shall provide services for the Project (the "Services") at its sole cost and expense. The Services are more particularly described in Exhibit "A", attached hereto to this MOU and incorporated herein by this reference.

(c) Funding Commitments. Organization shall be responsible for **\$10,000 in-kind support** of the Project.

(d) Compliance with Laws/Permits. Organization shall, in all activities undertaken pursuant to this MOU, comply and cause its contractors, agents and employees to comply with all federal, state and local laws, statutes, orders, ordinances, rules, regulations, plans, policies and decrees. Without limiting the generality of the foregoing, Organization, 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 Organization desires to conduct or have conducted pursuant to this MOU.

2.6 Termination. The WRCOG may terminate or suspend this MOU, 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 MOU, this MOU may be terminated immediately.

2.7 Insurance. The Organization shall obtain insurance of the types and in the amounts described below and satisfactory to the WRCOG.

(a) Commercial General Liability Insurance. Organization shall maintain occurrence version commercial general liability insurance or equivalent form with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence and the general aggregate limit not less than two million dollars (\$2,000,000). Such insurance shall:

(i) Include the WRCOG its officials, officers, employees, agents, and consultants as additional insureds and shall contain no special limitations on the scope of coverage or the protection afforded to the additional insureds;

(ii) Be primary with respect to any insurance or self-insurance programs covering the WRCOG, its officials, officers, employees, agents and consultants; and

(iii) Contain standard separation of insured provisions.

(b) Workers' Compensation Insurance. Organization shall maintain workers' compensation insurance with statutory limits and employers' liability insurance with limits of not less than \$1,000,000 per occurrence.

(c) Automobile Liability. Organization shall maintain automobile liability insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the WRCOG with limits of not less than \$1,000,000 combined single limit.

(d) Certificates of Insurance. Organization shall furnish the WRCOG with properly executed certificates of insurance and, if requested by the WRCOG, certified copies of endorsements and policies, which clearly evidence all insurance required under this MOU and provide that such insurance shall be not canceled, allowed to expire or be materially reduced in coverage, except on thirty (30) days' prior written notice to the WRCOG. The WRCOG shall have the sole discretion to determine whether the certificates and endorsements presented comply with the provisions of this MOU.

(e) Coverage Maintenance. Organization shall replace certificates, policies and endorsements for any insurance expiring prior to the termination of this MOU . Unless otherwise provided for in this MOU, Organization shall maintain such insurance from the execution of this MOU until completion of the Project.

(f) Licensed Insurer. Organization shall place such insurance with insurers having A.M. Best Company ratings of no less than A:VIII and licensed to do business in California, unless otherwise approved, in writing, by the WRCOG.

2.9 Indemnification. To the fullest extent permitted by law, Organization, its contractors, consultants, subcontractors, subconsultants, materialmen, suppliers, workers, successors, volunteers, and assigns (collectively, the "Organization 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 Organization Parties in connection with their use of WRCOG property or the Project and/or in connection with the exercise of any other rights granted by this MOU with respect to WRCOG property or any part thereof; provided, however, that Organization shall not be obligated to indemnify, defend, or hold harmless the WRCOG Parties from and against any Damages to the extent that such Damages are caused by the sole negligence or willful misconduct of the WRCOG Parties. Organization indemnification obligation herein shall include, without limitation, the following: 1) any and all claims under workers' compensation acts and other employee benefit acts with respect to Organization's employees/volunteers or Organization's consultant'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.

3. MISCELLANEOUS TERMS

3.1 Amendment. This MOU may be amended at any time by the mutual consent of the Parties by an instrument in writing signed by both Parties.

3.2 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this MOU, the language of this MOU 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 MOU.

3.3 Entire Agreement. This MOU 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.

3.4 Notices, Demands and Communications Between the Parties.

(a) 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
Attn: Casey Dailey
3390 University Avenue, Suite
#200
Riverside, CA 92501

To Organization:

**Inland Empire Community
Foundation**
Attn: Paula Myles, CFO
3700 Sixth Street, #200,
Riverside, CA 92501

FBO
**Inland Economic Growth and
Opportunity (IEGO)**
Attn: Matthew Mena

(b) Notices shall be deemed effective upon receipt or with respect to electronic transmission, upon receipt of written verification from the receiving party.

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

3.6 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 MOU, 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 MOU.

3.7 Third Party Beneficiaries. This MOU and the performance of the Parties obligations hereunder are for the sole and exclusive benefit of the Parties. No person or entity who or which is not a signatory to this MOU shall be deemed to be benefited or intended to be benefited by any provision hereof, and no such person or entity shall acquire any rights or causes of action against either of the Parties hereunder as a result of a Party's performance or non-performance of its obligations under this MOU.

3.8 Relationship of Parties. The Parties agree and intend that the Parties are independent contracting entities and do not intend by this MOU to create any partnership, joint venture, or similar business arrangement, relationship or association between them.

3.9 Governing Law. This MOU 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 MOU shall be conducted in a federal or state court located within or for Riverside County, California.

3.10 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 MOU.

3.11 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this MOU, 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.

3.12 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this MOU 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 MOU which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder.

3.13 Binding Effect. The terms of this MOU shall inure to the benefit of, and shall be binding upon, each of the Parties and their respective successors and assigns.

3.14 Authorized Representatives. The person or persons executing this MOU on behalf the Party warrant and represent that they have the authority to execute this MOU on behalf of that Party and that they have the authority to bind that Party to the performance of its obligations hereunder.

[SIGNATURES ON FOLLOWING PAGE]

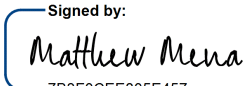
**SIGNATURE PAGE TO
MEMORANDUM OF UNDERSTANDING BETWEEN
THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS AND
IEGO**

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

WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS

IEGO

By: _____
Dr. Kurt Wilson
Executive Director

Signed by:

By: _____
Matthew Mena
Executive Director of IEGO

APPROVED AS TO FORM:

ATTEST:

By: _____
General Counsel
Best Best & Krieger, LLP

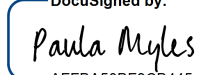
DocuSigned by:

By: _____
Paula Myles, CFO
Inland Empire Community Foundation

EXHIBIT A

Inland Economic Growth and Opportunity

Scope of Work

Inland Economic Growth & Opportunity (IEGO) and Inland regional Energy Network (I-REN). In recognition of the interconnectedness of economic development and a reliable energy infrastructure, both parties agree to work towards a common goal of fostering regional prosperity. Through this agreement, IEGO and I-REN commit to supporting each other's initiatives and fostering a collaborative exchange of data to achieve mutually beneficial outcomes.

Organizational Overview

IEGO is a regional collaborative network that fosters targeted economic growth, prosperity, and resiliency in the Inland Empire community, including Riverside County, San Bernardino County, and other communities identifying as part of the Inland Southern California region.

Project Name: IEGO & I-REN Regional Partnership

IEGO will conduct industry outreach and data collection with I-REN goals and connection to the Center of Excellence (CREATE Grant) and four regional convenings. Total Value \$30,000 with in-kind project development when needed.

Labor Market Information and Business Engagement

- [Labor Market Assessments](#): Gain a comprehensive understanding of talent supply and demand within specific occupations. These concise 4–6 page reports inform the development, expansion, and support services for postsecondary programs in the Inland Empire.
- [Sector Analysis](#): Benefit from in-depth analyses of key Inland Empire sectors. These reports explore sector size, impact, high growth jobs, top employers, wages, skill needs, education programs, and workforce demographics.

Building a Skilled Workforce: Business Engagement Options IEGO empowers businesses to navigate the evolving workforce landscape through our Business Engagement services.

- Local Workforce Opportunities & Challenges: Stay ahead of the curve. This service utilizes qualitative research and engagement activities with local businesses to identify emerging workforce gaps and challenges in the coming years, helping you plan for future talent needs.
- Capacity Building: Equip your stakeholders with the knowledge they need to succeed. We offer informative and engaging capacity-building opportunities through [IEGO's data tool](#) (Zoom Prospector & Size Up), webinars, on-site training, and live events & conferences. These sessions deepen understanding of regional workforce challenges and opportunities, empowering informed decision-making.
- Approach: Forge partnerships with educational institutions, vocational training programs, and workforce development agencies to ensure the workforce remains adaptable, resilient, and prepared to meet the evolving demands of the marketplace.
 - Total Value: \$20,000.00

Regional Stakeholder Convenings

- Objective: Serve as platform for bringing together stakeholders from across the region to collaborate on shared priorities, address common challenges, and explore new opportunities for growth and investment.
- Approach: Foster collaboration, trust, and partnership to leverage stakeholders' collective expertise and resources and achieve sustainable and inclusive economic development outcomes.
- Total convening: 4 convenings for 1 year (Sponsorship for IEGO Council Corporate)
 - Total Value: \$10,000.00

Project Development:

- Objective: Coordinate partnerships, identify resources, and market regional projects by creating an inventory and developing project pipelines. Identify funding sources from state, federal, and philanthropic agencies and utilize untapped resources to maximize impact.
 - In-kind
 - Actual Value: \$10,000