



Western Riverside Council of Governments Administration & Finance Committee

AGENDA

**Wednesday, March 9, 2022
12:00 PM**

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

WRCOG'S OFFICE IS CURRENTLY CLOSED TO THE PUBLIC DUE TO COVID-19

[Join Zoom Meeting](#)

Meeting ID: 892 5481 4711

Password: 030922

Dial in: (669) 900 9128 U.S.

SPECIAL NOTICE – COVID-19 RELATED PROCEDURES IN EFFECT

Due to the State or local recommendations for social distancing resulting from the threat of Novel Coronavirus (COVID-19), this meeting is being held via Zoom under Assembly Bill 361 (Government Code Section 54953) (AB 361). Pursuant to AB 361, WRCOG does not need to make a physical location available for members of the public to observe a public meeting and offer public comment. AB 361 allows WRCOG to hold Committee meetings via teleconferencing or other electronic means and allows for members of the public to observe and address the committee telephonically or electronically.

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 snelson@wrcog.us.

Any member of the public requiring a reasonable accommodation to participate in this meeting in light of this announcement shall contact Suzy Nelson 72 hours prior to the meeting at (951) 405-6703 or snelson@wrcog.us. Later requests 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 (Karen Spiegel, Chair)**
- 2. PLEDGE OF ALLEGIANCE**

3. ROLL CALL

4. PUBLIC COMMENTS

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

5. CONSENT CALENDAR

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

A. Summary Minutes from the February 9, 2022, Administration & Finance Committee Meeting

Requested Action(s): 1. Approve the Summary Minutes from the February 9, 2022, Administration & Finance Committee meeting.

B. Finance Department Activities Update

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

C. Clean Cities Program Activities Update - Results of On-Call Planning Services RFP No. 21-07

Requested Action(s):

1. Authorize the Executive Director to enter into an On-Call Clean Cities Professional Services Agreement between WRCOG and Kearns & West, Inc. for a period ending June 30, 2023 in a not to exceed amount of \$60,000.
2. Authorize the Executive Director to enter into an On-Call Clean Cities Professional Services Agreement between WRCOG and Estolano Advisors for a period ending June 30, 2023 in a not to exceed amount of \$20,000.

6. REPORTS / DISCUSSION

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

A. I-REN Status and Activities Updates

Requested Action(s): 1. Recommend that the Executive Committee approve the Governance & Operations Charter for the I-REN Program for incorporation into the Memorandum of Agreement once completed.

B. PACE Legal Services

Requested Action(s): 1. Recommend the Executive Committee select a firm to provide Administrative and Legal Services for PACE Programs.

C. Commercial PACE Activities Update

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

D. 2022 General Assembly Activities Update

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

7. REPORT FROM THE COMMITTEE CHAIR

Karen Spiegel, County of Riverside - District 2

8. REPORT FROM THE EXECUTIVE DIRECTOR

Dr. Kurt Wilson

9. ITEMS FOR FUTURE AGENDAS ~ Members

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

10. GENERAL ANNOUNCEMENTS ~ Members

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

11. NEXT MEETING

The next Administration & Finance Committee meeting is scheduled for Wednesday, April 13, 2022, at 12:00 p.m., on the Zoom platform.

12. ADJOURNMENT

Administration & Finance Committee

Minutes

1. CALL TO ORDER

The meeting of the WRCOG Administration & Finance Committee was called to order by Chair Karen Spiegel at 12:02 p.m., on February 9, 2022, on the Zoom platform.

2. PLEDGE OF ALLEGIANCE

Committee member Brenda Dennstedt led members and guests in the Pledge of Allegiance.

3. ROLL CALL

- City of Beaumont - Mike Lara
- City of Jurupa Valley - Chris Barajas
- City of Lake Elsinore - Brian Tisdale
- City of Menifee - Matt Liesemeyer
- City of Norco - Kevin Bash*
- City of Perris - Rita Rogers
- City of San Jacinto - Crystal Ruiz
- City of Wildomar - Ben Benoit
- County of Riverside, District 2 - Karen Spiegel (Chair)
- County of Riverside, District 3 - Chuck Washington
- Western Municipal Water District - Brenda Dennstedt

*Joined after Roll Call

Steve DeBaun, WRCOG legal counsel, informed the Committee that there is a need to add a requested action to Report Item Number 6.A. The matter being added is the approval of a contract between WRCOG and The Washington Speaker's Bureau, and requires immediate action. This requested action can be added upon approval of 2/3 of the Committee.

Action:

1. Added a requested action to item 6.A, 2022 General Assembly Community Service Award Selection Guidelines.

(San Jacinto / Jurupa Valley) 10 yes; 0 no; 0 abstention. The addition of this requested action was approved.

4. PUBLIC COMMENTS

There were no public comments.

5. CONSENT CALENDAR – (Perris / Wildomar) 10 yes; 0 no; 0 abstention. Items 5.A and 5.B were

approved.

A. Summary Minutes from the December 8, 2021, Administration & Finance Committee Meeting

Action:

1. Approved the Summary Minutes from the December 8, 2021, Administration & Finance Committee meeting.

B. Fiscal Year 2020/2021 Audit

Action:

1. Received and filed.

6. REPORTS / DISCUSSION

A. 2022 General Assembly Community Service Award Selection Guidelines

Elisa Laurel, WRCOG Program Manager, reported that this year's event will be hosted in person at the Pechanga Resort Casino in Temecula.

The recommended guidelines for this year's Community Service Award recipients is as follows:

- Recipient exhibits exemplary volunteerism
- Recipient is not a current public official
- Recipient is not currently employed by a WRCOG member agency

There are two award categories:

1. Individual and
2. Group (company or organization)

This year's proposed guest speaker is Apple Co-Founder, Steve Wozniak.

Actions:

1. Approved the Community Service Award selection guidelines.
2. Authorized the Executive Director, upon contract review and approval from legal counsel, to execute a contract between WRCOG and the Washington Speakers Bureau to pursue Apple Co-Founder, Steve Wozniak as this year's General Assembly guest speaker. Approximate speaking fee is \$130,000.

(San Jacinto / Menifee) 11 yes; 0 no; 0 abstention. Items 6.A was approved.

B. I-REN Status and Activities Updates

Casey Dailey, WRCOG's Director of Energy & Environmental Programs, reported that I-REN's Business Plan and budget was approved by the California Public Utilities Commission (CPUC) in the amount of \$65 million for years 2022 – 2027.

For those jurisdictions which opt-in to participate in I-REN, staff have identified approximately \$25,000 each year for technical services, as well as access to Building Upgrade Concierge, energy modeling services, bench marking, and quarterly Title 24 training.

Staff is working on a Memorandum of Agreement (MOA) with the Coachella Valley Association of Governments (CVAG) and the San Bernardino Council of Governments (SBCOG), a Governance and Operations Charter, and a Program Agreement with SoCal Gas. The MOA and Charter will be presented to committees in the future once completed. Staff desires to model the WRCOG Fellowship Program for an I-REN Intern Program (REN-terns) in which interns will be housed at member agency locations.

I-REN is required by the CPUC to file a Joint Cooperation Memorandum, which was filed in January 2022. Today's requested action, if approved, will provide for the preparation and filing of an Implementation Plan. A Program Agreement amongst the Investor-Owned Utilities (IOUs - SCE and the SoCal Gas) will be brought forward in the near future. An Annual Budget Advice Letter is not due until September 2023, and is required by all RENs operating throughout the state.

Working groups for each sector of the Program need to be created. An I-REN Executive Committee needs to be created, which will include as many as three elected officials from each COG. These matters will be presented during a future meeting.

Committee member Chuck Washington asked if the Executive Director has had a chance to review the proposals.

Dr. Wilson, WRCOG Executive Director, responded that he has had a chance to review the proposals. This Program has had a significant amount of vetting, particularly regarding financial risk. Unlike other WRCOG programs, I-REN is 100% funded through the CPUC.

Action:

1. Recommended that the Executive Committee approve a Professional Services Agreement between WRCOG and Frontier Energy, Inc., for Inland Regional Energy Network Implementation Plan Development and Programs Launch for a not to exceed amount of \$793,701.

(San Jacinto / Jurupa Valley) 10 yes; 0 no; 0 abstention. Item 6.B was approved.

C. 2nd Quarter Draft Budget Amendment for Fiscal Year 2021/2022

Andrew Ruiz, WRCOG's Chief Financial Officer, reported that WRCOG had two major amendments during the 2nd quarter – HERO Legal Expenses and the I-REN budget.

Legal expenses for the HERO Program were higher than originally anticipated. WRCOG's partner in the Program declared bankruptcy in December 2020, causing a drastic increase in legal expenses for the Program. With the increase in revenues from early payoffs of assessments, there will be a total net increase in revenues of \$30k for the Program.

WRCOG's I-REN has received budget approval by the CPUC for a six-year, \$65 million budget. The budget amendment for the remainder of FY 2021/2022 is approximately \$5 million, but the full annual budget for the I-REN is over \$10 million.

Any unspent funds from any calendar year can be rolled over to the next until the program cycle ends, which is 2027.

Action:

1. Recommended that the Executive Committee approve the 2nd Quarter draft Budget Amendment for Fiscal Year 2021/2022.

(Perris / San Jacinto) 10 yes; 0 no; 0 abstention. Item 6.C was approved.

7. REPORT FROM THE EXECUTIVE COMMITTEE CHAIR

Chair Spiegel reported that her goal this year is to work towards bringing WRCOG back into the positive light that it should be in.

8. REPORT FROM THE EXECUTIVE DIRECTOR

Dr. Wilson reported that staff are committed to maximizing the value WRCOG brings to its member agencies, as well as the pride the member agencies have in being associated with WRCOG.

WRCOG is in the midst of a Classification & Compensation study.

Lastly, questions or concerns regarding General Assembly should be directed to either Dr. Wilson or Chair Spiegel.

9. ITEMS FOR FUTURE AGENDAS

Committee member Brenda Dennstedt would like a discussion on returning to in-person meetings.

Chair Spiegel indicated that this discussion should occur at the next Executive Committee meeting.

10. GENERAL ANNOUNCEMENTS

There were no general announcements.

11. CLOSED SESSION

- CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION PURSUANT TO SECTION 54956.9(d)(1): Case Numbers
 - RIC1707201 c/w RIC1712042 (Urban Logic)
 - RIC2002983 (AIG)
 - RIC1904645 (Norton Rose)

There were no reportable actions.

12. NEXT MEETING

The next Administration & Finance Committee meeting is scheduled for Wednesday, March 9, 2022, at 12:00 p.m., on the Zoom platform.

13. ADJOURNMENT

The meeting of the Administration & Finance Committee adjourned at 1:34 p.m.



Western Riverside Council of Governments Administration & Finance Committee

Staff Report

Subject: Finance Department Activities Update
Contact: Andrew Ruiz, Chief Financial Officer, aruiz@wrcog.us, (951) 405-6740
Date: March 9, 2022

Requested Action(s):

1. Receive and file.

Purpose:

The purpose of this item is to provide an update on the FY 2022/2023 Agency budget; Strategic Plan, and financials through January 2022.

WRCOG 2022-2027 Strategic Plan Goal:

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

Background:

On January 12, 2022, the Executive Committee adopted a new Strategic Plan with specific fiscal-related goals:

1. Maintain sound, responsible fiscal policies.
2. Develop a process to vet fiscal impact(s) and potential risk(s) for all new programs and projects.
3. Provide detailed financial statements for public review online.

As staff begin to work on meeting these goals, they will seek input through WRCOG's Committee structure regarding updates and to ensure these goals are being met.

Fiscal Year 2022/2023 Agency Budget Development Process

Staff has begun the process of developing the FY 2022/2023 Agency Budget and will begin presentations to the various WRCOG committees beginning in April 2022.

Financial Report Summary Through January 2022

The Agency's Financial Report summary through January 2022, a monthly overview of WRCOG's financial statements in the form of combined Agency revenues and costs, is provided as Attachment 1.

Prior Action(s):

None.

Fiscal Impact:

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

Attachment(s):

[Attachment 1 - January financials](#)



Western Riverside Council of Governments

Budget to Actuals

For Month Ending January 31, 2022

	Approved Budget 6/30/2022	Actual Thru 1/31/2022	Remaining Budget 6/30/2022
Total Agency			
Revenues			
Member Dues	286,640	294,410	(7,770)
Interest Revenue - Other	17,500	1,424	16,076
Overhead Transfer In	2,000,000	1,166,667	833,333
TUMF Commercial	4,800,000	744,948	4,055,052
TUMF Retail	4,800,000	3,357,709	1,442,291
TUMF Industrial	7,680,000	5,037,096	2,642,904
TUMF Single Family	19,200,000	20,440,003	(1,240,003)
TUMF Multi Family	9,600,000	1,176,583	8,423,417
TUMF Commerical - Admin Fee	200,000	31,040	168,960
TUMF Retail - Admin Fee	200,000	139,905	60,095
TUMF Industrial - Admin Fee	320,000	209,879	110,121
TUMF Single Family - Admin Fee	800,000	851,667	(51,667)
TUMF Multi-Family - Admin	400,000	49,024	350,976
Grant Revenue	1,663,000	418,295	1,244,705
LTF Revenue	750,000	866,250	(116,250)
RIVTAM	50,000	30,000	20,000
General Assembly Revenue	300,000	12,500	287,500
Fellowship Revenue	100,000	200,000	(100,000)
HERO Admin Revenue	2,250,000	1,466,191	783,809
Clean Cities Revenue	240,000	151,000	89,000
Solid Waste Revenue	112,970	125,202	(12,232)
Used Oil Grants	168,023	168,023	-
Regional Streetlights Revenue	211,725	133,498	78,227
PACE Commercial Sponsor Revenue	400,000	45,369	354,631
Total Revenues	\$ 57,669,021	\$ 37,116,683	\$ 20,552,338
Expenses			
Salaries & Wages - Fulltime	2,745,899	1,381,794	1,364,105
Fringe Benefits	1,319,884	621,807	698,077
Overhead Allocation	1,682,458	981,434	701,024
General Legal Services	968,100	1,153,939	(185,839)
Audit Svcs - Professional Fees	35,000	5,120	29,880
Bank Fees	33,885	11,947	21,938
Commissioners Per Diem	57,500	28,800	28,700
Parking Cost	20,000	14,059	5,941
Office Lease	350,000	202,309	147,691
Fuel Expense	1,500	123	1,377
General Assembly Expense	300,000	24,010	275,990
Parking Validations	15,450	3,146	12,304
Staff Recognition	1,000	1,614	(614)
Coffee and Supplies	3,000	2,244	756
Event Support	95,737	26,861	68,876
Meeting Support Services	5,250	319	4,931
Program/Office Supplies	13,700	13,102	599
Misc. Office Equipment	1,000	6,988	(5,988)
Supplies/Materials	33,540	8,943	24,597
Computer Equipment/Supplies	2,000	3,265	(1,265)
Computer Software	102,000	8,350	93,650
Rent/Lease Equipment	15,000	4,410	10,590
Membership Dues	31,750	9,743	22,007
Subscriptions/Publications	4,250	2,790	1,460



Western Riverside Council of Governments

Budget to Actuals

For Month Ending January 31, 2022

	Approved Budget 6/30/2022	Actual Thru 1/31/2022	Remaining Budget 6/30/2022
Total Agency			
Postage	5,350	3,230	2,120
Other Household Expenses	3,250	1,254	1,996
Storage	5,000	3,154	1,846
Recording Fee	10,000	12,749	(2,749)
Computer Hardware	16,500	551	15,949
Communications - Regular Phone	16,000	11,128	4,872
Communications - Cellular Phones	13,500	9,433	4,067
Communications - Computer Services	53,000	15,298	37,702
Communications - Web Site	8,000	2,052	5,948
Insurance - Errors & Omissions	15,000	9,335	5,665
Insurance - Gen/Busi Liab/Auto	99,500	64,454	35,046
TUMF Project Reimbursement	46,080,000	5,560,143	40,519,857
Seminars/Conferences	9,650	4,779	4,871
Travel - Mileage Reimbursement	9,500	1,691	7,809
Travel - Ground Transportation	2,300	1,330	970
Travel - Airfare	4,250	1,842	2,408
Lodging	3,800	1,962	1,838
Meals	7,400	2,209	5,191
Other Incidentals	5,000	55	4,945
Training	7,500	3,985	3,515
Consulting Labor	2,924,616	1,134,027	1,790,589
Total Expenses	\$ 57,513,228	\$ 11,503,533	\$ 46,151,450



Western Riverside Council of Governments Administration & Finance Committee

Staff Report

Subject: Clean Cities Program Activities Update - Results of On-Call Planning Services RFP No. 21-07

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

Date: March 9, 2022

Requested Action(s):

1. Authorize the Executive Director to enter into an On-Call Clean Cities Professional Services Agreement between WRCOG and Kearns & West, Inc. for a period ending June 30, 2023 in a not to exceed amount of \$60,000.
2. Authorize the Executive Director to enter into an On-Call Clean Cities Professional Services Agreement between WRCOG and Estolano Advisors for a period ending June 30, 2023 in a not to exceed amount of \$20,000.

Purpose:

The purpose of this item is to provide an update on the Request for Proposals No. 21-07 On-Call Planning Services for the Western Riverside Council of Governments Clean Cities Coalition Program

WRCOG 2022-2027 Strategic Plan Goal:

Goal #5 - Develop projects and programs that improve infrastructure and sustainable development in the subregion.

Background:

Request for Proposal (RFP) for On-Call Services for the Western Riverside Clean Cities Coalition Program

WRCOG currently contracts for professional services related to WRCOG's Western Riverside County Clean Cities Coalition with Kearns & West, Inc. However, the current contract has reached its term as well as the number of allowed issued amendments, per WRCOG's Procurement and Purchasing Policy. To align with WRCOG's Procurement and Purchasing Policy, staff developed and distributed an RFP on October 25, 2021, to solicit on-call professional services for the activities related to the annual administration of the WRCOG Clean Cities Coalition.

WRCOG received two proposals. Staff evaluated and interviewed the proposing firms and have determined that each firm has unique knowledge and experience that could benefit the WRCOG Clean Cities Coalition. A summary of each proposers unique experiences can be found below:

Kearns & West, Inc.: The Evaluation Committee finds that Kearns & West has a deep experience in operating and implementing U.S Department of Energy (i.e., Clean Cities) Programs. Additionally, this firm is knowledgeable in all of the technical requirements of AB 2766, data collection and reporting needs that are key components of WRCOG's Clean Cities Coalition activities. Kearns & West also has experience in facilitating clean energy and clean vehicle events and conducting activities related to alternative fuel vehicle infrastructure development and corridor planning. The term of the agreement with Kearns & West will be from March 9, 2022, through June 30, 2023, with no more than two options to renew or amend at a not to exceed amount of \$60,000.

Estolano Advisors: The Evaluation Committee finds that Estolano Advisors has the insight and experience in grant writing assistance related to alternative fuel vehicles, and the knowledge to strategize the expansion of the WRCOG Clean Cities Coalition network. The term of the agreement with Estolano Advisors will be from March 9, 2022, through June 30, 2023, with no more than two options to renew or amend at a not to exceed amount of \$20,000.

Staff recommends that the Administration & Finance Committee authorize the Executive Director to enter into on-call agreements with both firms for their specialties noted above.

Prior Action(s):

None.

Fiscal Impact:

Funding for the various activities in this RFP is included in WRCOG's overall Agency budget, approximately \$80,000 have been allocated to the Clean Cities consulting activities. Clean Cities funding is provided on a Calendar year and a future budget amendment will be made to reflect an update in consulting activities.

Attachment(s):

[Attachment 1 - Clean Cities PSA with Kearns and West](#)

[Attachment 2 - Clean Cities PSA with Estolano Advisors](#)

Attachment

Professional Services Agreement
with Kearns & West

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

1. PARTIES AND DATE.

This Agreement is made and entered into this _____ day of _____, 2022, by and between the Western Riverside Council of Governments, a California public agency ("WRCOG"), and Kearns and West, Inc., a Massachusetts 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 professional services required by WRCOG on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing services that will assist WRCOG with the coordination, development, and completion of tasks related to WRCOG's Western Riverside Clean Cities Coalition, is licensed in the State of California, and is familiar with the plans of WRCOG.

2.2 Project.

WRCOG desires to engage Consultant to render such professional services for the implementation of the Western Riverside County Clean Cities Coalition ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to WRCOG all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the services that will assist WRCOG with the coordination, development, and completion of tasks related to WRCOG's Western Riverside Clean Cities Coalition necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference, and which are stated in the proposal to WRCOG and approved by WRCOG's Executive Committee. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from March 9, 2022 to June 30, 2023, with no more than two options to renew or amend unless earlier terminated as provided herein or unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The

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

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

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

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

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

3.2.6 Consultant's Representative. Consultant hereby designates Taylor York, 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 total compensation shall not exceed sixty thousand (**\$60,000**) without written approval of WRCOG's Executive Director. Extra Work may be authorized, as described below, and, if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to WRCOG a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall 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: Kearns & West
3750 University Avenue, Suite 225
Riverside, CA 92501
Attn: Taylor York

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

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

3.5.3 Ownership of Materials and Confidentiality.

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

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

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

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

Agreement, desire to use any of the above-referenced Intellectual Property, it shall first obtain the written approval of the WRCOG.

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

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

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

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

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

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

3.5.6 Indemnification. Consultant shall defend, indemnify, and hold WRCOG, its Directors, officials, officers, consultants, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, or willful misconduct of Consultant, its officials, officers, employees, agents, consultants and contractors, arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the

payment of all consequential damages and attorneys' fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense, and risk, any and all such aforesaid suits, actions, or other legal proceedings of every kind that may be brought or instituted against WRCOG, its Directors, officials, officers, consultants, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award, or decree that may be rendered against WRCOG or its Directors, officials, officers, consultants, employees, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse WRCOG and its Directors, officials, officers, consultants, employees, agents, or volunteers, for any and all legal expenses and costs, including reasonable attorneys' fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by WRCOG, its Directors, officials, officers, consultants, employees, agents, or volunteers. This section shall survive any expiration or termination of this Agreement. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.6 Subcontracting.

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

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

WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS

KEARNS & WEST*

By: _____

By: _____

Title: _____

Title: _____

APPROVED AS TO FORM:

ATTEST:

By: _____

By: _____

General Counsel
Best Best & Krieger LLP

Its: _____

*A corporation requires the signatures of two corporate officers.

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

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

EXHIBIT “A”

SCOPE OF SERVICES

Kearns & West staff will work closely with WRCOG staff in completing the following tasks, as identified in the Scope of Services.

1. Facilitation of Coalition Meetings

- a. **Task:** Facilitate four (4) quarterly Coalition meetings.
- b. **Staff:** Taylor York
- c. **Budget:** \$8,880

Engaging coalition members in positive, collaborative discussion is crucial to productive outcome – especially when it comes to complex issues such as air quality and alternative fuels and vehicles. Kearns & West staff has valuable and unique skills in facilitating and organizing groups and has direct experience facilitating WRCOG’s Coalition meetings. It is advantageous for Coalition members to remain engaged and important that regular meetings provide access to coalition resources and to relevant industry updates. We also recognize that members guide the activity of the Coalition; therefore, it is important that their input be communicated clearly and accurately back to WRCOG.

Kearns & West staff will lead development of agenda materials, engage and secure presenters, serve as meeting facilitator, and prepare any necessary follow-up. Kearns & West Staff will assume that meetings occur as a mix of virtual and in-person and that the cost of printing and producing all materials is the responsibility of WRCOG.

2. Data Collection and Reporting Efforts

- a. **Task:** Prepare WRCOG AB2766 report and draft an activity memo for members; assist with collection of data, preparation, and submittal of Coalition Quarterly Progress Reports and Annual Report; conduct the quarterly alternative fuel price report, including entry into the online reporting tool provided by DOE.
- b. **Staff:** Taylor York, Christian Mendez
- c. **Budget:** \$9,020

AB 2766 reporting is crucial to continued funding for Cities through the AB 2766 Subvention Fund Program, and these funds provide valuable support for Sub-region jurisdictions. As such, Kearns & West staff will employ a comprehensive approach to determining how each member jurisdiction has used their AB 2766 funds in compliance with the program and will work closely with WRCOG staff to identify areas where there may be opportunities for further support. Kearns & West team will inventory Coalition activities that occurred during the year, organize them into a report for WRCOG that utilizes the existing reporting tool, then draft a memo that outlines these tasks that WRCOG can share with its members for inclusion in their own reports.

Coalitions are expected to report activities to DOE to be in compliance with the Clean Cities grant terms. These reports include four (4) quarterly progress reports utilizing provided templates, a Coalition Annual Report utilizing an online tool, and quarterly alternative fuel price report. For quarterly reports, the Kearns & West team will draft

the reports, submit to WRCOG for review, and upload reports to the DOE web portal. For the Clean Cities Annual Report, the Kearns & West team will conduct outreach to members to collect data and upload this data to the online portal. For Alternative Fuel Price Reports, the Kearns & West team will conduct outreach to participating fueling stations to inquire about fuel prices and will input this data into the online portal.

3. Networking, Strategy, and Coalition Building

- a. **Task:** Participate in networking, Coalition building and strategy activities, and organize training sessions that relate to alternative fuel and advanced technology vehicles.
- b. **Staff:** Taylor York
- c. **Budget:** \$7,720

In order to grow and continue to contribute positively to reduction in emissions and fuel usage, the Coalition must continue to build relationships with and be responsive to its members, industry partners, and other stakeholders. This means participating in regional conferences such as the Alternative Clean Transportation Expo, monitoring for and attending industry webinars, and participating in DOE organized and Clean Cities wide events and trainings. The Kearns & West team has budgeted to participate in the following networking events as a minimum, but as also budgeted to participate in periodic opportunities as appropriate:

- The Alternative Clean Transportation Expo that occurs in the Spring.
- Clean Cities Coordinator Training Workshop.
- As needed Coalition Collaboration webinars organized by DOE per the Clean Cities contract.

4. Regular Check-in and Coordination

- a. **Task:** Participate in monthly check-in calls with WRCOG; participate in monthly California Clean Cities regional calls.
- b. **Staff:** Taylor York
- c. **Budget:** \$6,630

It will be important for the Kearns & West team and the WRCOG team to align regularly on coalition deliverables, timelines and strategy. The Kearns & West team will conduct regular checkin calls with WRCOG to ensure this happens. Each Clean Cities region conducts monthly regional call with the DOE Regional Manager to connect, collaborate, receive updates, talk about challenges, and update DOE and the other Coalitions on activities. The Kearns & West team will participate on these calls and report back to WRCOG staff.

5. Outreach and Engagement Activity

- a. **Task:** Track webinars and resource opportunities and share it with WRCOG and Clean Cities Coalition members as appropriate; conduct activities and assist with planning virtual educational tours of alternative fuel vehicles fueling stations; assist with planning Southern California AltCar virtual and/or in-person events.
- b. **Staff:** Taylor York, Christian Mendez
- c. **Budget:** \$14,960

As part of the Clean Cities Contract with the DOE, Coalitions choose and undertake certain outreach tasks. These tasks are chosen for each new contract year, and are

selected by the coalition from a list of options each year. For the first quarter of 2022, the Kearns & West team will assist with carrying out the following efforts:

- Assist with organization and facilitation of the SoCal AltCar Expo, to include weekly team checkin calls leading up to March event, assistance with securing presenters and participants, and other tasks.
- Assist with planning and securing attendees for a first responder training event in partnership with Sacramento Clean Cities.
- Assist with creation of virtual station tours as appropriate, including assistance with developing content/scripts, conducting outreach to potential partners, and providing review and feedback on products developed by WRCOG.
- Continue to monitor for webinars and other learning opportunities and forward to members as appropriate.

6. Grant Funded Project support

- a. **Task:** Assist with funding opportunities available from the DOE; and support existing grant-related projects and partnerships.
- b. **Staff:** Taylor York
- c. **Budget:** \$5,050

In order to expand its mission and reach, the Coalition regularly monitors and seeks additional funding opportunities. Coalition staff have been successful with this in the past, and are currently working on multiple opportunities. Coalition staff are also periodically approached by potential partners to team on projects that receive federal funding. The Kearns & West team will continue to monitor for future funding sources through new and existing partnerships, DOE announcements, industry announcements, and others. Kearns & West will also continue to interact with potential partners, which sometimes taking part in conversations with those partners. As opportunities arise, Kearns & West staff will help to build scopes of work and budgets where appropriate.

The Coalition recently began work with West Virginia University (WVU) to assist with data gathering for a fleet maintenance cost study. The Kearns & West team will assist WRCOG staff with this effort by helping draft a list of fleets to target for outreach, conducting initial outreach to these fleets, and collecting data as appropriate to send to WVU.

7. Other Tasks

- a. **Task:** Conduct activities related to alternative fuel vehicle infrastructure development and corridor planning, including applications and updates to the GIS tool for stations, signage, and new corridors; assist with other duties as assigned as related to additional Clean Cities, clean air, and electric vehicle opportunities and initiatives.
- b. **Staff:** Taylor York, Christian Mendez
- c. **Budget:** \$7,725

Recent Coalition efforts resulted in designation of State Route 91 as an Alternative Fuel Vehicle Corridor under the FAST Act. Justification and analysis that supported this designation were provided by a GIS corridor tool developed by Coalition staff, including K&W staff. With the designation of the corridor, WRCOG can now work with Caltrans to begin development of a signage plan that will let motorists know about

electric vehicle charging opportunities along the route. The Kearns & West team will help with engaging Caltrans, researching the steps involved in creating a signage plan, and reviewing and providing feedback on developed products.

The Kearns & West team recognizes that other opportunities may arise for the Coalition to partner or lead new projects, and we have included budget to assist with these efforts. Kearns & West also recognize an increased effort from DOE to focus on equitable and inclusive engagement, and we have included budget to help navigate how to include these efforts in the work that the Coalition undertakes.

EXHIBIT "B"

SCHEDULE OF SERVICES

Staff:	Joan Isaacson	Taylor York	Christian Mendez	ODC	Total Cost
Rate:	\$300	\$195	\$170		
Task	Hours			\$	\$
1. Coalition Meeting Facilitation	1	44			\$8,880
2. Data Collection and Reporting	1	36	10		\$9,020
3. Networking Strategy and Coalition Building		31		\$1,800	\$7,845
4. Regular Checkin and Coordination		34			\$6,630
5. Outreach and Engagement Activity		75	2		\$14,965
6. Grant Funded Projects and New Grant Funding		25			\$4,875
7. Other Activities	2	28	10		\$7,760
Totals:	4	273	22		\$59,975

EXHIBIT "C"

COMPENSATION BILLING RATES

Category	Hourly Rate
Principal	\$300
Vice President	\$245
Senior Director	\$215
Director	\$195
Senior Associate	\$170
Associate	\$150
Project Coordinator	\$130

Because of the nature of this on-call contract, this budget represents scope and cost for a one-year period. K&W are currently working with WRCOG on a task order basis and are familiar with this approach.

EXHIBIT "C"

COMPENSATION BILLING RATES

Category	Hourly Rate
Principal	\$300
Vice President	\$245
Senior Director	\$215
Director	\$195
Senior Associate	\$170
Associate	\$150
Project Coordinator	\$130

Because of the nature of this on-call contract, this budget represents scope and cost for a one-year period. K&W are currently working with WRCOG on a task order basis and are familiar with this approach.

Attachment

Professional Services Agreement
with Estolano Advisors

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

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 Estolano Advisors 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 professional services required by WRCOG on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing services that will assist WRCOG enhance the outreach and engagement of the Western Riverside Clean Cities Coalition as well as identify and participate in new alternative fuel vehicle grant opportunities, is licensed in the State of California, and is familiar with the plans of WRCOG.

2.2 Project.

WRCOG desires to engage Consultant to render such professional services for the implementation of the Western Riverside County Clean Cities Coalition engagement and grant activities ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to WRCOG all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the services that will assist WRCOG enhance the outreach and engagement of the Western Riverside Clean Cities Coalition as well as identify and participate in new alternative fuel vehicle grant opportunities necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference, and which are stated in the proposal to WRCOG and approved by WRCOG's Executive Committee. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from March 9, 2022, to June 30, 2023,, with no more than two options to renew or amend unless earlier terminated as provided herein or unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The

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

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

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

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

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

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

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

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

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

3.2.10 Insurance.

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

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

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

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

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

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

(A) General Liability.

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

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

(iii) The policy shall give WRCOG, its Directors, officials, officers, employees, volunteers and agents insured status using ISO endorsement forms 20 10 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 total compensation shall not exceed twenty thousand dollars (**\$20,000**) without written approval of WRCOG's Executive Director. Extra Work may be authorized, as described below, and, if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to WRCOG a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall 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: Estolano Advisors
801 S. Grand Ave., Suite 530
Los Angeles, CA 90017
Attn: Cecilia V. Estolano

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.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE TO
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
PROFESSIONAL SERVICES AGREEMENT

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

WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS

Estolano Advisors*

By: _____

By: _____

Title: _____

Title: _____

APPROVED AS TO FORM:

ATTEST:

By: _____

By: _____

General Counsel
Best Best & Krieger LLP

Its: _____

*A corporation requires the signatures of two corporate officers.

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

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

EXHIBIT “A”

SCOPE OF SERVICES

Estolano Advisors staff will work closely with WRCOG staff in completing the following tasks, as identified in the Scope of Services.

1. Technical Assistance and Grant Writing Support

Tasks: Grant Application, Project Implementation and tracking support

- Grant Application Support
 - Estolano Advisors will work closely with WRCOG and interested Coalition members to identify promising funding opportunities for Coalition members to pursue. EA understands that many funding projects require support from community groups. Drawing from our team’s network, we will connect local partners to WRCOG and the Coalition and help facilitate meaningful partnerships. Once the application team is finalized, EA will provide strategic planning, grant writing, and partnership facilitation support, as needed.
 - Deliverables: Facilitation of strategy sessions, partnerships meetings; Grant writing support

2. Coalition Support – Capacity Building

Tasks: Coalition capacity enhancement, engagement and training

EA understands the need for continued capacity building and network enhancements for the Clean Cities Coalition membership. EA will work with WRCOG to assess jurisdictions’ capacity and key interests in advancing alternative fuels technologies. Drawing from our work with the Mobile Source Air Pollution Reduction Review Committee (MSRC), our team will develop and share monthly newsletters to WRCOG Clean Cities Coalition members with policy updates, grants, and trainings available. As directed by WRCOG, EA will also organize networking opportunities and facilitate trainings tailored for Coalition members’ needs, which may include virtual educational tours of alternative fuel vehicles fueling stations and assisting with planning Southern California AltCar virtual and/or in-person events.

Deliverables: Monthly newsletter; Networking support and Trainings (as needed); Virtual education tours (as directed)

EXHIBIT “B”
SCHEDULE OF SERVICES

Scope Task	Estimated Cost
Task 1 Capacity Building	\$5,000
Task 2 Grant Application Support	\$15,000

EXHIBIT “C”

**COMPENSATION
BILLING RATES**

Staff Position	Billing Rate	Staff Name
President & CEO	\$325	Cecilia V. Estolano
Principal	\$280	Richard France
Senior Vice President	\$225	Ruben Aronin
Senior Associate	\$175	Chuy Flores
VP Programs	\$160	Sam Emmersen
Associate	\$150	Madeline Oliver
Associate	\$160	Charlotte Will
Research Analyst	\$115	Michael Trinh-Seley
Campaign Consultant	\$150	Chelsey Lee

Rates will increase approximately 3% per year beginning January 1, 2023.
Individual staff rates may change due to promotions.



Western Riverside Council of Governments Administration & Finance Committee

Staff Report

Subject: I-REN Status and Activities Updates
Contact: Casey Dailey, Director of Energy & Environmental Programs, cdailey@wrcog.us, (951) 405-6720
Date: March 9, 2022

Requested Action(s):

1. Recommend that the Executive Committee approve the Governance & Operations Charter for the I-REN Program for incorporation into the Memorandum of Agreement once completed.
-

Purpose:

The purpose of this item is to provide a status update on Inland Regional Energy Network (I-REN) and recommend approval of a Governance & Operations Charter.

WRCOG 2022-2027 Strategic Plan Goal:

Goal #5 - Develop projects and programs that improve infrastructure and sustainable development in the subregion.

Background:

In December, 2018, the WRCOG Executive Committee authorized a joint cooperative agreement between WRCOG, the Coachella Valley Association of Governments (CVAG), and the San Bernardino Council of Governments (SBCOG) to move forward with the coordination and development of a Regional Energy Network (REN) for the three agencies. In May 2019, the WRCOG Executive Committee authorized the execution and submittal of a PSA with Frontier Energy & Bluepoint Planning for the development of a Business Plan, or application, to the California Public Utilities Commission (CPUC) to establish the I-REN. In February 2021, the I-REN Business Plan was submitted to the CPUC for consideration to authorize I-REN as a Program Administrator (PA) in the State of California, thereby enabling access to the Public Goods Charge funds administered by the CPUC. In November 2021, the CPUC formally approved the I-REN application / business plan with a budget of \$65 million for program years 2022 - 2027, naming SoCal Gas as the fiscal agent, and required I-REN to file a Joint Cooperation Memorandum (JCM) by January 21, 2022. In November 2021, WRCOG released an RFP for the I-REN Implementation Plan Development and Programs Launch.

I-REN Memorandum of Agreement (MOA) and Program Agreement

WRCOG, CVAG, and SBCOG have been collaboratively working on a MOA, which will delegate duties and responsibilities to each partner COG. The authority to approve all contracts and agreements will be assigned to a new Brown Act I-REN Executive Committee that will be made up of elected officials – three

from each COG, selected by that COG – and will meet on a quarterly basis. The MOA will also grant WRCOG, as the lead agency, the authority to be the administrator for all invoicing and contracts and agreements once those documents have been approved by the I-REN Executive Committee.

The Program Agreement is an agreement between WRCOG, SoCal Gas, and SCE and establishes fiscal authority to SoCal Gas and defines how I-REN funds are to be transferred from one agency to another. Staff is still working with SoCal Gas to finalize the Program Agreement and, because the MOA references the Program Agreement and attachments of the Program Agreement, it is not ready for approval at this time. Both the MOA and Program Agreement will be brought back through the committees for approval once they are finalized.

I-REN Governance & Operations

At the February 9, 2022, Administration & Finance Committee meeting, staff updated members on the I-REN's status and introduced the development of a MOA and Governance & Operations Charter between WRCOG, CVAG, and SBCOG which would be brought back through the committees when the final drafts were ready.

The I-REN team has developed a Governance & Operations Charter that will be an exhibit to the MOA and will define roles and responsibilities, and delineate scopes of authority of each member COG. The Charter also establishes processes and channels for effective and transparent communication and decision making, and will accommodate future expansion of programs and capacity to scale.

The Charter's framework consists of four main roles: the I-REN Executive Committee, Administrative Lead COG, Program Managers, and the Program Teams.

I-REN Executive Committee

I-REN will be governed by a new Brown Act committee, which will meet on a quarterly basis, and consist of representatives from each COG. The I-REN Executive Committee will have the final responsibility to make all executive decisions regarding overall I-REN prioritization, managing portfolio-level budgets, program design, authorizing relevant CPUC regulatory filings, and authorizing of any procurements. Each COG will make up to three appointments. Regardless of the number of appointments, each COG will have three votes and each COG's governing board will determine how its voting power will be exercised. Decisions will be made based on majority of total votes cast on a matter, with each COG having its full three votes independent of the number of representatives present at the meeting. For example, if one COG had only one member present at the meeting, that COG member would still get three votes. If another COG had three members present, each would get one vote, totaling three votes for that COG.

It will be the responsibility of each COG to determine who will represent their COG on the I-REN Executive Committee. This could be decided a few different ways, which include, specifically pertaining to WRCOG:

1. A nomination process, whereby members of the WRCOG Executive Committee could nominate members they would like to see represent them on the I-REN Executive Committee; or
2. By appointment, whereby the Chair of the WRCOG Executive Committee could appoint representation; or

3. By volunteer and selection, whereby volunteers would submit a letter or request detailing their expertise and interest in being a member of the I-REN Executive Committee, and have the WRCOG Executive Committee or the Chair of the WRCOG Executive Committee determine the best candidates.

Staff seeks discussion with the Administration & Finance Committee to determine the best process for selecting WRCOG representation for the I-REN Executive Committee.

I-REN Administrative Lead COG

WRCOG will serve as the administrative lead, purchasing and contracting manager, and primary regulatory contact manager for I-REN, and oversee day-to-day operations. WRCOG's duties will include, but not be limited to:

- Reimbursing CVAG and SBCOG for I-REN related invoices;
- Submitting invoices to SoCal Gas;
- Reporting to CPUC and submitting required regulatory filings;
- Participating on the California Energy Efficiency Coordinating Committee (CAEECC);
- Managing all procurement and contracts;
- Providing oversight of budgets, expenses, and reimbursements;
- Coordinating with IOUs and Program Administrator leads; and
- Scheduling and drafting agendas for the I-REN Executive Committee meetings.

WRCOG's Executive Director shall have the authority to take actions and execute agreements on behalf of WRCOG as the Administrative Lead COG following the approval of such actions by the I-REN Executive Committee.

Program Managers

Each COG will provide one Program Manager as the lead person for that COG to serve as the primary point of contact and will be designated to make program decisions on behalf of their COG. The Program Manager will also be responsible for tasks such as program planning, developing relationships with and understanding the needs of program stakeholders, establishing working groups to provide regular input on programs, and providing annual reports to their respective Executive Committee detailing accomplishments for the year, budget information, and goals for the upcoming year.

Each COG will be responsible for leading one of the three sectors: Public sector, Workforce Education and Training sector, and Codes and Standards sector. CVAG has volunteered to be the lead on developing and implementing I-REN's Codes and Standards sector, and WRCOG and SBCOG will share lead responsibility for developing and implementing the Public sector and Workforce Education and Training sector. Although there will be a lead COG for some sectors, each COG will be involved in the development of I-REN's programs in each sector and each COG will be responsible for implementing programs within their jurisdictions.

Program Teams / Working Groups

Each I-REN Program will have a Program Team that will include at least one representative from each member COG as well as consultants and/or technical assistance providers and industry specialists.

These sector specific Program Teams or Working Groups will be responsible for, but not be limited to:

- Developing relationships with and understanding the needs of stakeholders within the Program Team member's subregion;
- Taking primary accountability for program implementation and operation within the Program Team member's subregion, as directed by the Program Manager;
- Providing input for program design and implementation strategies;
- Completing tasks and action items delegated by the Program Manager;
- Identifying and communicating programmatic concerns and issues that warrant the consideration of the I-REN Executive Committee; and
- Attending and actively participating in weekly or bi-weekly Program Team / Working Group meetings.

The I-REN team collaborated with other existing Regional Energy Networks and reviewed similar MOAs and Governance & Operations Charters before drafting these documents. The attached Governance & Operations Charter has been vetted by WRCOG's legal counsel and includes their edits and suggestions.

Staff is asking for a recommendation to the Executive Committee to approve the Governance & Operations Charter for the I-REN Program for incorporation into the MOA once completed.

Prior Action(s):

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

February 9, 2022: The Administration & Finance Committee recommended that the Executive Committee approve a Professional Services Agreement between WRCOG and Frontier Energy, Inc., for Inland Regional Energy Network Implementation Plan Development and Programs Launch for a not to exceed amount of \$793,701.

Fiscal Impact:

All costs associated with this item are included in the approved I-REN budget.

Attachment(s):

[Attachment 1 - I-REN Governance & Operations Charter](#)

Attachment

I-REN Governance & Operations Charter

Inland Regional Energy Network (I-REN) Governance & Operations Charter

Last Updated: February 22, 2022

Purpose of Charter:

To provide the Inland Regional Energy Network (I-REN) member Councils of Governments (COGs) and their staff with a simple and flexible governance and operations framework that:

- Defines roles and responsibilities, and delineates scopes of authority of the member COGs, I-REN Executive Committee, Administrative Lead COG, Program Managers, and Program Teams;
- Establishes processes and channels for effective and transparent communication and decision making; and
- Accommodates future expansion of programs and capacity to scale.

Overview of I-REN:

I-REN is a consortium of Coachella Valley Association of Governments (CVAG), San Bernardino Associated Governments (SANBAG), and Western Riverside Council of Governments (WRCOG), who have joined together to establish locally administered, designed, and delivered energy efficiency programs. I-REN's current portfolio of programs, as authorized by the California Public Utilities Commission (CPUC), includes:

- Workforce Education and Training (WE&T)
- Codes and Standards (C&S)
- Public Sector

The above program names are used for CPUC communications. For marketing purposes, I-REN has rebranded the programs as the following:

- WE&T: TBD
- C&S: TBD
- Public Sector: TBD

I-REN's overall Administrative Lead COG is WRCOG. Each individual program in I-REN's portfolio is administered by one or more Program Lead COG based on their existing expertise, interest, and knowledge of the region. One representative from each Program Lead COG is selected - by the Program Lead COG - to be the Program Manager. Each program has a Program Team, including at least one representative from each member COG.

The table below showing I-REN's initial staffing is included to illustrate the above:

Sector	Program Lead COG(s)	Program Manager	Program Team Member Titles
Public Sector	SANBAG and WRCOG	SANBAG Program Manager– co-lead WRCOG Program Manager – co-lead	CVAG – Program Manager/Mgmt. Analyst SANBAG – Program Manager/Mgmt. Analyst WRCOG – Program Manager/Mgmt. Analyst Consultant support
Workforce, Education and Training	SANBAG and WRCOG	SANBAG Program Manager– co-lead WRCOG Program Manager – co-lead	CVAG – Program Manager/Mgmt. Analyst SANBAG – Program Manager/Mgmt. Analyst WRCOG – Program Manager/Mgmt. Analyst Consultant support
Codes and Standards	CVAG	CVAG Program Manager	CVAG – Program Manager/Mgmt. Analyst SANBAG – Program Manager/Mgmt. Analyst WRCOG – Program Manager/Mgmt. Analyst Consultant support

** Program Team members are encouraged to attend other meetings to facilitate coordination and learn about other program activities. Staff only involved in some program services or activities are included as Program Team members.*

Governance & Operations:

I-REN's Governance & Operations framework consists of four main roles. Each role is listed below with its associated responsibilities and scopes of authority, as well as any relevant processes and channels intended to promote and enhance effective and transparent communication and decision making.

1. I-REN Executive Committee:

I-REN is governed by an Executive Committee on which each COG will have three votes. Each COG's governing board will determine how its voting power will be exercised, including the number of representatives it will have on the I-REN Executive Committee and whether its representatives will be elected officials, staff members, or a combination of elected officials and staff members. Decisions will be made based on majority of the total votes cast on a matter,

with each COG having its full three votes independent of the number of its representatives present at the meeting.

The I-REN Executive Committee has final responsibility to make all executive decisions including:

- Establishing portfolio-level strategy and overall I-REN prioritization;
- Establishing and managing portfolio-level budgets;
- Addressing and resolving high-level programmatic concerns and issues such as program design, branding and marketing, strategy, procurement, and consulting support;
- Authorizing responses to relevant CPUC regulatory filings, inquiries, data requests, etc.
- Authorizing procurements above the threshold set in the procurement policy to be established by the Executive Committee.
- Amending the Charter, provided that such amendments are consistent with the Memorandum of Agreement for the 2022-2027 Inland Regional Energy Network (I-REN) dated XXXXX, 2022. Any amendments to the Charter must be approved by a six-ninths supermajority vote of the I-REN Executive Committee.

2. **I-REN Administrative Lead COG:** WRCOG will serve as the fiscal agent, purchasing and contracting manager and primary regulatory contact manager for I-REN, and as such is responsible as I-REN Administrative Lead COG for administering I-REN on a day-to-day basis in accordance with the Memorandum of Agreement for the 2022-2027 I-REN dated XXXXX, 2022, as the same may be amended from time-to-time, to which this Charter is an exhibit. WRCOG's administrative responsibilities include:

- Submitting monthly invoices to SoCal Gas, I-REN's CPUC appointed Investor-Owned Utility (IOU) fiscal agent.
- Reporting to the CPUC on a monthly, quarterly, and annual basis.
- Coordinating with the CPUC Energy Division staff; and filing required regulatory submissions.
- Participating on the California Energy Efficiency Coordinating Committee (CAEECC).
- Managing of all procurement and contracts.
- Providing oversight of budgets, expenses, and reimbursements.
- Coordinating with IOU leads for all regulatory requirements.
- Scheduling and drafting agendas for the I-REN Executive Committee, with input from the Program Managers.

WRCOG's Executive Director shall have the authority to take actions and execute agreements on behalf of WRCOG as the I-REN Administrative Lead COG following the approval of such actions and agreements as may be required by the I-REN Executive Committee in accordance with the procurement policy to be established by it referred to above.

3. **Program Managers:** As noted above, one representative from each Program Lead COG is selected - by the Program Lead COG - to be the Program Manager. Program Manager responsibilities include:

- Serving as the primary point of contact for all program-specific interactions with consultants and implementers. This includes project initiation, planning, execution, and monitoring and review. Project initiation will include gathering input from program team

members. Intermediate deliverables at established milestones will also be distributed for Program Team member comment as appropriate;

- Making overall program decisions;
- Participating in local and state industry webinars, conferences and events, researching other similar programs, sharing and leveraging best practices to inform program design;
- Developing relationships with and understanding the needs of program stakeholders in all three COG subregions;
- Establishing a working group of such stakeholders to provide regular input to the Program Manager on the administration of the program;
- Coordinating with other RENs and IOUs regarding program design and delivery to enhance program performance and achieve mutual objectives;
- Developing and presenting program design and implementation strategies consistent with the Implementation Plan for Program Team member input and approval;
- Developing and updating annual Strategic Action Plans and work plans; and establishing and communicating program-level roles and priorities;
- Delegating tasks as appropriate to Program Team members;
- Managing program-level performance and providing program-level reporting to the I-REN Administrative Lead COG;
- Managing program-level budget;
- Scheduling and drafting agendas for Program Team meetings; sending agenda at least 24 hours prior to meeting; and sending meeting notes and action items within 24 hours after the meeting;
- Supporting CPUC regulatory filings (e.g., metrics) as necessary; and
- Coordinating and communicating with the I-REN Executive Committee, including preparing staff reports for the I-REN Executive Committee meetings.

4. **Program Teams:** Each I-REN Program has a Program Team including at least one representative from each member COG as well as consultants and/or technical assistance providers. Program Team member responsibilities include:

- Developing relationships with and understanding the needs of stakeholders within the Program Team member's subregion;
- Taking primary accountability for program implementation and operation within the Program Team member's subregion, as directed by the Program Manager;
- Providing input and/or alternative suggestions for program design and implementation strategies presented by the Program Manager;
- Completing tasks and action items delegated by the Program Manager within the timeframe allotted;
- Understanding defined program-level roles and priorities and communicating with the Program Manager if and when clarification is needed;
- Identifying and communicating programmatic concerns and issues that warrant the consideration of the I-REN Executive Committee; and
- Attending and actively participating in weekly or bi-weekly Program Team meetings.

Inland Regional Energy Network (I-REN) Meetings

To further promote and enhance effective and transparent communication and decision-making, critical meetings with pre-established frequency and with invitations sent to all pertinent members have been identified and detailed in the matrix below. Each of the meetings has been previously referenced as a responsibility under each of the aforementioned roles.

Meeting Type	Frequency	Mode	Time
I-REN Executive Committee	Quarterly	In-Person / Virtual	TBD
Program Team / Member COG All-Staff*	Bi-Weekly (or weekly as needed)	Virtual	TBD

**Member COG All-Staff meetings are meant to drive program implementation and resolve operational issues.*

The I-REN Executive Committee is subject to the Brown Act. Meeting information will be generated and distributed in a manner consistent with the requirements of the Brown Act.

If a Program Manager or Program Team member is not present at meetings, it is such person's responsibility to review shared meeting notes and deliver assigned action items. All I-REN related meetings, events or related travel shall include an invitation to XX@IREN.org.



Western Riverside Council of Governments Administration & Finance Committee

Staff Report

Subject: PACE Legal Services

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

Date: March 9, 2022

Requested Action(s):

1. Recommend the Executive Committee select a firm to provide Administrative and Legal Services for PACE Programs.

Purpose:

The purpose of this item is to provide an update on the Request for Proposal (RFP) for Administrative and Legal Services for WRCOG PACE Programs..

WRCOG 2022-2027 Strategic Plan Goal:

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

Background:

In December 2011, WRCOG initiated its Property Assessed Clean Energy (PACE) Program within the WRCOG subregion, providing financing to property owners to implement energy saving, renewable energy, water conservation, and seismic strengthening improvements to their residence or businesses. In 2014, the WRCOG's PACE Program was expanded to allow jurisdictions throughout the state to join, allowing property owners in jurisdictions outside of WRCOG area to participate.

In March 2015, WRCOG amended its general legal counsel agreement with Best Best & Krieger (BB&K) to include legal services to support a statewide PACE Program, specifically bond, special, and disclosure counsel and public finance legal services. In June 2016, this agreement was amended a third time replacing a previously amended fee schedule.

Given the amount of amendments made to the contract and the number of years under contract, in accordance with WRCOG's Purchasing and Procurement Policy, staff issued a Request for Proposal (RFP) to identify potential firms with relevant knowledge and experience to provide for administrative and legal services for WRCOG's PACE Programs. The RFP was distributed on August 24, 2021. Staff received only one proposal, from the incumbent contract holder, BB&K.

To evaluate the proposal(s), an evaluation committee was appointed by Chair Spiegel, comprised of elected official representatives from the Cities of Jurupa Valley, Menifee, and San Jacinto. The evaluation committee recommended staff re-advertise the RFP and allow ample time for additional legal

firms to propose.

On November, 22, 2021, staff re-issued the RFP. After allowing potential firms over seven weeks to assess and develop proposals, staff received proposals from two firms:

1. Best Best & Krieger.
2. Stradling Yocca Carlson & Rauth.

After subsequent review of the proposals by the evaluation committee, WRCOG has three options to proceed:

1. Enter in an agreement with Best Best & Krieger (*Evaluation Committee's recommendation*);
2. Enter into an agreement with Stradling Yocca Carlson & Rauth; or
3. Re-issue the RFP for a third time.

This item does not include a staff recommendation because one of the proposals is from the same firm that provides General Counsel services to WRCOG and those services are specifically overseen by the Executive Committee rather than the Executive Director.

Prior Action(s):

None.

Fiscal Impact:

PACE Program Activities are included in the Agency's adopted Fiscal Year 2021/2022 Budget under the Energy & Environmental Department.

Attachment(s):

None.



Western Riverside Council of Governments Administration & Finance Committee

Staff Report

Subject: Commercial PACE Activities Update

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

Date: March 9, 2022

Requested Action(s):

1. Receive and file.

Purpose:

The purpose of this item is to provide an update on WRCOG's Commercial PACE (C-PACE) Activities.

WRCOG 2022-2027 Strategic Plan Goal:

Goal #5 - Develop projects and programs that improve infrastructure and sustainable development in the subregion.

Background:

In December 2011, WRCOG initiated its Property Assessed Clean Energy (PACE) Program within the WRCOG subregion, providing financing to property owners to implement energy saving, renewable energy, water conservation, and seismic strengthening improvements to their residence or businesses. In 2014, the WRCOG PACE Program was expanded to allow jurisdictions throughout the State to join the Program, allowing property owners in jurisdictions outside of WRCOG area to participate. In December 2020, the Executive Committee directed staff to wind down and discontinue the residential portion of the PACE Program after Renovate America discontinued accepting HERO applications in October 2020. Subsequently, Renovate America filed for Chapter 11 Bankruptcy in mid-December 2020.

Beginning in 2018, WRCOG began to receive significantly more interest in the Commercial, or C-PACE, side of the Program. Since then, WRCOG has partnered with Nuveen Green Capital (formerly Greenworks Lending), CleanFund Commercial PACE Capital, and Twain Financial Partners Holding to expand its C-PACE offerings throughout California. The growth in C-PACE is being seen across the United States with approximately 25 states now offering C-PACE financing, compared to only three states that offer residential PACE. Additionally, C-PACE projects more closely align with local government economic development efforts by offering competitive financing to businesses seeking to develop or expand new commercial facilities within its jurisdictions.

Over the last couple of years, groups like PACENation, affiliates and advocates for C-PACE financing, have identified that C-PACE investments cumulatively equal over \$2 billion in the U.S., with over \$600

million found in California (<https://www.pacenation.org/pace-market-data>). Low interest rates have increased opportunities for business owners to find lending opportunities for their projects. This growth in project financing within WRCOG's C-PACE Program is reflective of the increase in the C-PACE industry and the overall increase found as C-PACE financing begins to be better understood and utilized.

In Fiscal Year (FY) 2020/2021, the WRCOG C-PACE Program financed 11 projects for the total amount of \$79 million and covered five (5) energy efficiency (two with seismic improvements), three (3) renewable system, and three refinance projects. Over \$8 million in C-PACE financing was used by business owners in two WRCOG subregional projects: 1) a new construction apartment project in Corona covering HVAC, plumbing, and building envelope improvements, and 2) a retrofit project at an exotic car dealership in Murrieta covering HVAC, electrical, lighting, plumbing, and roofing improvements.

In FY 2021/2022, 10 projects have been financed up through March 2022, with an additional seven (7) projects scheduled to close by July 2022. These projects cover 14 energy efficiency projects and three (3) renewable energy projects for a total financed amount of over \$143 million. One of the projects can be found in the WRCOG subregion, at a brewery in the City of Temecula, where C-PACE was used to finance \$2.1 million in energy efficiency measures including improvements in HVAC, electrical, lighting, plumbing, building envelope, and seismic strengthening.

Over the last year, staff have received multiple requests from additional service providers regarding external willingness and interest to participate in WRCOG's C-PACE Program. At this point, staff have informed these individuals that it is the current direction of the Executive Committee to not expand the C-PACE Program to additional providers. Should the Executive Committee ever decide to allow for the expansion of the C-PACE Program, there are a couple of providers that may be interested in utilizing the WRCOG C-PACE footprint to provide financing opportunities as well as direct capital opportunities of partnering directly with financial institutions to provide financing opportunities directly to business owners for qualified C-PACE projects.

Prior Action(s):

None.

Fiscal Impact:

PACE Program Activities are included in the Agency's adopted FY 2021/2022 Budget under the Energy & Environmental Department.

Attachment(s):

None.



Western Riverside Council of Governments Administration & Finance Committee

Staff Report

Subject: 2022 General Assembly Activities Update
Contact: Elisa Laurel, Public Information Officer, elaurel@wrcog.us, (941) 405-6752
Date: March 9, 2022

Requested Action(s):

1. Receive and file.

Purpose:

The purpose of this item is to provide an update on the 31st Annual General Assembly & Leadership Address.

WRCOG 2022-2027 Strategic Plan Goal:

Goal #4 - Communicate proactively about the role and activities of the Council of Governments and its members.

Background:

WRCOG's 31st Annual General Assembly & Leadership Conference will be held on Thursday, June 23, 2022, at the Pechanga Resort and Casino featuring special guest speaker Steve Wozniak, Co-Founder, Apple Computer, Inc. Staff are looking forward to hosting the Agency's annual event in-person for the first time since 2019. Staff will be working closely with Pechanga Resort and Casino to create a collaborative and safe environment that meets Riverside County Health Guidelines, particularly as it relates to the spread of COVID-19.

Community Service Awards

WRCOG's Community Service Awards highlight community members that have gone above and beyond their respective roles and responsibilities to support Western Riverside County. Each year, elected officials and City Managers from WRCOG member agencies provide nominations and select award recipients who are traditionally honored at WRCOG's Annual General Assembly & Leadership Address. For reference, a list of all past award recipients is attached.

The process for award nomination and selection includes the following:

1. Staff notifies member agencies' elected officials and City Managers that the nomination period is open.
2. Applications are submitted to WRCOG.
3. WRCOG compiles all nominations.

4. Staff presents all nominations submitted to the Administration & Finance Committee for review and discussion.
5. The Administration & Finance Committee provides a recommendation for award recipients.
6. The Executive Committee approves award recipients.
7. Award recipients are honored at the General Assembly & Leadership Address.

In recent years, some Committee members have requested that staff codify guidelines for the selection of Community Service Awards. The list below outlines the approved Community Service Award selection guidelines for this year's nomination process:

1. Recipient exhibits exemplary volunteerism.
2. Recipient is not a current public official.
3. Recipient is not currently employed by a WRCOG member agency.
4. There are two award categories: (1) individual and (2) group (company or organization)

The nomination process is now open and nominations are due the end of business day on Friday, April 8, 2022. All Executive Committee members and Technical Advisory Committee members will be notified that the nomination period is open via email following this Committee meeting.

Prior Action(s):

February 9, 2022: The Administration & Finance Committee approved the Community Service Award selection guidelines and 2) authorized the Executive Director, upon contract review and approval from legal counsel, to execute a contract between WRCOG and the Washington Speakers Bureau to pursue Apple Co-Founder, Steve Wozniak as this year's General Assembly guest speaker. Approximate speaking fee is \$130,000.

Fiscal Impact:

There is no fiscal impact to the general fund. Funds for General Assembly and its activities are raised through sponsorship.

Attachment(s):

None.