



Western Riverside Council of Governments Executive Committee

AGENDA

**Monday, March 1, 2021
2:00 p.m.**

**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
AND STAFF ARE WORKING REMOTELY**

**Members of the public are encouraged to participate in this meeting via Zoom
(see meeting information below)**

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SPECIAL NOTICE – COVID-19 RELATED PROCEDURES IN EFFECT

Due to the state and local State of Emergency resulting from the threat of Novel Coronavirus (COVID-19), Governor Newsom has issued Executive Order N-29-20 (issued March 17, 2020) in which Section 3 supersedes Paragraph 11 of Executive Order N-25-20 (issued on March 12, 2020). This new order states that WRCOG does not need to make a physical location available for members of the public to observe a public meeting and offer public comment. The Order allows WRCOG to hold Committee meetings via teleconferencing and allows for members of the public to observe and address the meeting telephonically or electronically.

To follow the Order issued by the Governor, the Executive Committee meeting scheduled for Monday, March 1, 2021, at 2:00 p.m. will be held via video and teleconference and any members of the public can attend electronically. Members of the public may send public comments by emailing snelson@wrcog.us, or calling (951) 405-6703 before or during the meeting, prior to the close of public comment.

Any member of the public requiring a reasonable accommodation to participate in this meeting in light of this announcement shall contact Suzy Nelson prior to 2:00 p.m. on February 26, 2021, at (951) 405-6703 or at snelson@wrcog.us.

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

1. CALL TO ORDER (Kevin Bash, Chair)

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. PUBLIC COMMENTS

At this time members of the public can address the Executive Committee regarding any items within the subject matter jurisdiction of the Executive 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 Executive Committee in writing and only pertinent points presented orally.

5. CLOSED SESSION

PUBLIC EMPLOYEE APPOINTMENT pursuant to Section 54957
Title: Executive Director / Interim Executive Director.

CONFERENCE WITH LABOR NEGOTIATORS
Agency designated representatives: Board Chair and General Counsel
Unrepresented employee: Interim Executive Director.

6. OPEN SESSION

Consideration and possible approval of employment agreement with Interim Executive Director.

7. 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 Executive Committee, any public comments on any of the Consent Items will be heard. There will be no separate action unless members of the Executive Committee request specific items be removed from the Consent Calendar.

Action items:

- A. Summary Minutes from the February 1, 2021, Executive Committee Meeting are Available for Consideration. P. 1**

Requested Action: 1. *Approve the Summary Minutes from the February 1, 2021, Executive Committee meeting.*

- B. Approval of MOU with SCAG for the REAP Subregional Partnership Program Christopher Tzeng P. 7**

Requested Action: 1. *Authorize the Executive Director to execute an MOU, substantially as to form, with SCAG for the REAP Subregional Partnership Program.*

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|---|--|--------------------------|---------------|
| C. | Approval of PSA for GIS Assistance for Housing Element Updates | Christopher Tzeng | P. 51 |
| | <u>Requested Action:</u> 1. <i>Approve the PSA between WRCOG and Houseal Lavigne Associates, substantially as to form, for GIS technical and advisory support for Housing Element updates to WRCOG member agencies in an amount not to exceed \$480,000 in total.</i> | | |
| D. | 2nd Quarter Draft Budget Amendment for Fiscal Year 2020/2021 | Andrew Ruiz | P. 79 |
| | <u>Requested Action:</u> 1. <i>Approve the 2nd Quarter draft Budget Amendment for Fiscal Year 2020/2021.</i> | | |
| E. | TUMF Program Activities Update: Approval of Reimbursement Agreement Amendments | Cameron Brown | P. 87 |
| | <u>Requested Actions:</u> 1. <i>Authorize the Executive Director to execute a TUMF Reimbursement Agreement Amendment with the City of Perris for the Engineering, Right-of-Way, and Construction Phases of the Goetz Road Widening from Ethanac Road to Case Road Project in an amount not to exceed \$2,506,000.</i> | | |
| | 2. <i>Authorize the Executive Director to execute a TUMF Reimbursement Agreement Amendment with the City of Temecula for the Planning, Engineering, Right-of-Way, and Construction Phases of the French Valley Parkway / I-15 Overcrossing & Interchange Project in an amount not to exceed \$11,575,000.</i> | | |
| F. | Environmental Department Activities Update | Kyle Rodriguez | P. 107 |
| | <u>Requested Action:</u> 1. <i>Direct staff to send a letter to local Assembly members requesting an extension of the implementation of SB 1383 on behalf of WRCOG's member agencies.</i> | | |
| <u>Information items:</u> | | | |
| G. | Finance Department Activities Update | Andrew Ruiz | P. 111 |
| | <u>Requested Action:</u> 1. <i>Receive and file.</i> | | |
| H. | WRCOG Committees and Agency Activities Update | Chris Gray | P. 117 |
| | <u>Requested Action:</u> 1. <i>Receive and file.</i> | | |
| I. | Report out of WRCOG Representatives on Various Committees | Rick Bishop | P. 129 |
| | <u>Requested Action:</u> 1. <i>Receive and file.</i> | | |
| REPORT FROM THE TECHNICAL ADVISORY COMMITTEE CHAIR | | Andy Okoro | |

9. REPORT FROM COMMITTEE REPRESENTATIVES

SCAG Regional Council and Policy Committee Representatives
SCAQMD, Ben Benoit
CALCOG, Brian Tisdale
SANDAG Borders Committee, Crystal Ruiz
SAWPA OWOW Committee, Ted Hoffman

10. REPORT FROM THE EXECUTIVE DIRECTOR *Rick Bishop*

11. ITEMS FOR FUTURE AGENDAS *Members*

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

12. GENERAL ANNOUNCEMENTS / RECOGNITIONS *Members*

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

13. NEXT MEETING: The next Executive Committee meeting is scheduled for Monday, April 5, 2021, at 2:00 p.m., on the Zoom platform.

14. ADJOURNMENT

Western Riverside Council of Governments

7.A

Regular Meeting

~ Minutes ~

Monday, February 1, 2021

2:02 PM

Zoom Platform

1. CALL TO ORDER

The meeting was called to order by Chair Kevin Bash at 2:02 p.m. on February 1, 2021, on the Zoom platform. Chair Bash welcomed new Committee members David Happe, City of Banning; Wendy Hewitt, City of Calimesa; Jacque Casillas, City of Corona; Ike Bootsma, City of Eastvale; Chris Barajas, City of Jurupa Valley; Lori Stone, City of Murrieta; Patricia Lock Dawson, City of Riverside; and Phil Paule, Eastern Municipal Water District.

2. PLEDGE OF ALLEGIANCE

3. CALL TO ORDER

Jurisdiction	Attendee Name	Status	Arrived / Departed
City of Banning		Absent	
City of Beaumont	Mike Lara	Present	1:55 PM
City of Calimesa	Wendy Hewitt	Present	1:55 PM
City of Canyon Lake	Jordan Ehrenkranz	Present	1:55 PM
City of Corona	Jacque Casillas	Present	1:55 PM
City of Eastvale	Ike Bootsma	Present	1:55 PM
City of Hemet	Russ Brown	Present	1:55 PM
City of Jurupa Valley	Chris Barajas	Present	1:55 PM
City of Lake Elsinore	Brian Tisdale	Present	1:55 PM
City of Menifee	Matt Liesemeyer	Present	1:55 PM / 2:43 PM
City of Moreno Valley	Victoria Baca	Present	1:55 PM
City of Murrieta	Lori Stone	Present	1:55 PM
City of Norco	Kevin Bash	Present	1:55 PM
City of Perris	Rita Rogers	Present	1:55 PM
City of Riverside	Patricia Lock Dawson	Present	1:55 PM
City of San Jacinto	Crystal Ruiz	Present	1:55 PM
City of Temecula	Maryann Edwards	Present	1:55 PM
City of Wildomar	Ben Benoit	Present	1:55 PM
District 1		Absent	
District 2	Karen Spiegel	Present	1:55 PM
District 3	Chuck Washington	Present	1:55 PM
District 5	Jeff Hewitt	Present	1:55 PM
EMWD	Phil Paule	Present	1:55 PM
WMWD	Brenda Dennstedt	Present	1:55 PM
Office of Education (ex-officio)		Absent	
TAC Chair	Andy Okoro	Present	1:55 PM
Executive Director	Rick Bishop	Present	1:55 PM

Note: Times above reflect when the member logged in; they may have arrived at the meeting earlier.

4. PUBLIC COMMENTS

Stacey Tutt spoke to the PACE Program.

Daniel Lewis spoke to the PACE Program.

Steph Carroll spoke to the PACE Program.

5. CONSENT CALENDAR

RESULT:	APPROVED AS RECOMMENDED
MOVER:	Lake Elsinore
SECONDER:	Perris
AYES:	Beaumont, Calimesa, Canyon Lake, Corona, Hemet, Jurupa Valley, Lake Elsinore, Menifee, Moreno Valley, Murrieta, Norco, Perris, Riverside, San Jacinto, Temecula, Wildomar, District 2, District 3, EMWD, WMWD
ABSENT:	Banning, District 1
ABSTENTION:	Eastvale and Murrieta, and District 5 from 5.D only

A. Summary Minutes from the December 7, 2020, Executive Committee Meeting are Available for Consideration

Action: 1. *Approved the Summary Minutes from the December 7, 2020, Executive Committee meeting.*

B. Appointment of WRCOG Representatives to Outside Agencies

Actions: 1. *Appointed Wes Speake (Corona) to the SCAG Community, Economic, & Human Development Policy Committee for a term commencing February 1, 2021, through December 31, 2022.*
2. *Appointed Chris Barajas (Jurupa Valley) as the alternate representative to the California Association of Councils of Governments for a term commencing February 1, 2021 and ending December 31, 2022.*

C. Approval of Memorandum of Understanding for Membership of the Riverside County Superintendent of School on WRCOG for a Period of one Year

Action: 1. *Approved a one-year extension to the MOU between WRCOG and the Riverside County Superintendent of Schools for the Superintendent to serve as an ex-officio member of the Executive Committee.*

D. Adoption of 2021/2022 Legislative Platform

Action: 1. *Adopted the 2021/2022 Legislative Platform.*

E. Finance Department Activities Update

Action: 1. *Received and filed.*

F. WRCOG Committees and Agency Activities Update

Action: 1. Received and filed.

G. Report out of WRCOG Representatives on Various Committees

Action: 1. Received and filed.

H. Single Signature Authority Report

Action: 1. Received and filed.

I. Housing Trust, Economic Development Corporation, and GIS Service Bureau Activities Update

Action: 1. Received and filed.

J. I-REN Activities Update

Action: 1. Received and filed.

K. Communications and Media Outreach

Action: 1. Received and filed.

6. REPORTS / DISCUSSION**A. Report from Cal Cities**

Erin Sasse, Cal Cities representative, reported that there is a significant surplus in the budget at the state level; unfortunately, there was no aid for local government included.

SB 1383 (Lara. Short-lived climate pollutants: methane emissions: dairy and livestock: organic waste: landfills) is still on track for implementation in January 2022. Cal Cities is attempting to have this Bill delayed.

Cal Cities is supporting AB 14 (Chiu. Tenant Protection Act of 2019: tenancy: rent caps) and SB 4 (Pavley. Oil and gas: well stimulation).

Cal Cities' Policy Committee is recommending to oppose unless amended SB 9 (as introduced, Atkins. Housing development: approvals). This Bill would allow for duplexes and lot splits.

SB 10 (as introduced, Wiener. Planning and zoning: housing development: density) would allow cities to build apartment buildings of 10 units without adhering to the California Environmental Quality Act.

Cal Cities' Policy Committee is recommending to oppose SB 55 (as amended, Jackson. California Environmental Quality Act: housing and land use) would prohibit the building of residential and commercial in very high fire hazard severity zones.

SB 60 (as introduced, Glazer. Residential short-term rental ordinances: health or safety infractions: maximum fines) would increase the maximum fine for violations with short-term rental ordinances.

SB 2 (Atkins. Building Homes and Jobs Act) repeals voter approval of affordable housing projects.

New elected officials training is being held this Friday on the Zoom platform.

Action: 1. *Received and filed.*

B. WRCOG Economic Development and Sustainability Framework Activities Update and Agency Goals for 2021

Chris Gray, WRCOG Director of Transportation & Planning, reported that the Framework's 50 indicators were consolidated into 14 indicators. In 2020, staff performed a review and categorized all actions into high, medium, and low levels of completion. The Framework is still fundamentally sound; however, it requires an update.

Changes since the creation of the Framework include the addition of two additional agencies now under WRCOG's umbrella – the Riverside County Habitat Conservation Agency and Western Community Energy. The baseline data and indicators require updating. Focus areas can be combined or updated. Lastly, the actions also need refreshing.

Staff are working with a consultant to identify a Scope of Work and will return to this Committee in March with an update.

Agency goals for 2021 include implementation of an Inland Empire Regional Network, continued exploration of an Economic Development Corporation, the start of a GIS Service Bureau, the exploration of forming a Housing Trust Fund, and a Range-Wide Management Plan for the Stephens' Kangaroo Rat.

Action: 1. *Received and filed.*

C. UCR: Presentation on OASIS Park

Rodolfo Torres, UCR Vice Chancellor of Research and Economic Development, reported that OASIS will be an innovation park that will anchor a cluster of diverse stakeholders that leverage strengths and connections to the California Air Resources Board, agriculture, environment, and health sectors.

OASIS will be a collaborative community partnership with neighboring cities and counties, state and local government, local utilities, and businesses. Conceptual elements include high tech laboratories, community space, and integrated office and retail space, to name a few.

The OASIS Park hopes to become the regional engine for start-up companies, which will provide talent and experts, facilitate access to test facilities, and provide access to capital.

Action: 1. *Received and filed.*

D. Activities Update from the Eastern Municipal Water District / Western Municipal Water District

Phil Paule, Eastern Municipal Water District Director (EMWD) Board President, reported that EMWD serves 555 square miles which included seven cities and unincorporated County of Riverside. EMWD imports water from the Colorado River Aqueduct and the State Water

Project. Current local water supply is a little lower than desired. EMWD has greatly expanded its recycled water which has added to the water supply, so even though the number of customers has more than doubled, the reliance on external water supply has decreased.

Action: 1. *Received and filed.*

7. REPORT FROM THE TECHNICAL ADVISORY COMMITTEE CHAIR

Andy Okoro, Technical Advisory Committee (TAC) Chair, reported that the TAC recently received a report on the Economic Development and Sustainability Framework; the TAC supports the update of the Framework. The TAC also supports the Inland Regional Energy Network as it will be geared towards energy efficiency programs.

8. REPORT FROM COMMITTEE REPRESENTATIVES

Committee member Ben Benoit, South Coast AQMD representative for cities in Riverside County, reported that the AQMD Board is watching rules which will be affecting refineries to the tune of approximately half a trillion dollars.

Brian Tisdale, CALCOG Board of Directors representative, reported that the last Board meeting was mainly focused on housing programs and economic development.

Ted Hoffman, SAWPA OWOW Steering Committee representative, reported that there will be approximately \$23M in grant funding to the SAWPA Water Shed under Proposition 1 Regional Water Management funding.

Committee member Crystal Ruiz, SANDAG Borders Committee representative, reported that the Committee discussed the 2021 Regional Plan and 2021 Freight Gateway Study, as well as a discussion on the Trade Corridor Enhancement Program.

9. REPORT FROM THE EXECUTIVE DIRECTOR

Rick Bishop welcomed the new Committee members.

10. ITEMS FOR FUTURE AGENDAS

Committee member Chris Barajas asked for a presentation on municipal broadband.

11. GENERAL ANNOUNCEMENTS

There were no general announcements.

12. CLOSED SESSION

There were no reportable actions.

13. NEXT MEETING

The next Executive Committee meeting is scheduled for Monday, March 1, 2021, at 2:00 p.m., on the Zoom platform.

14. ADJOURNMENT

The meeting was adjourned from Closed Session at 3:57 p.m.

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Western Riverside Council of Governments Executive Committee

Staff Report

Subject: Approval of MOU with SCAG for the REAP Subregional Partnership Program

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

Date: March 1, 2021

The purpose of this item is to request that the Executive Committee authorize the Executive Director to execute a Memorandum of Understanding (MOU) with SCAG for the Regional Early Action Planning (REAP) Subregional Partnership Program.

Requested Action:

1. Authorize the Executive Director to execute an MOU, substantially as to form, with SCAG for the REAP Subregional Partnership Program.

SCAG's REAP Grant Program is meant to assist jurisdictions in increasing housing planning and accelerating housing production to support jurisdictions in meeting Housing Element requirements. SCAG is receiving \$47.5 million and has created the Subregional Partnership Program which will make \$23.7 million available to the SCAG subregions. WRCOG is eligible to receive up to \$1.678 million and has received approval from SCAG for projects eligible to utilize REAP funding. Most of the projects are meant to support jurisdictions in meeting Housing Element requirements. WRCOG is also proposing three regionally significant projects to accelerate housing production. The execution of the MOU will allow WRCOG to commence work on all approved projects.

REAP Introduction

The REAP Subregional Partnership Program is intended to increase planning to accelerate housing production throughout the SCAG region through implementable actions that will increase housing supply to meet the 6th Cycle Regional Housing Needs Assessment (RHNA). The Subregional Partnership Program has been designed to augment and complement funds that are awarded to jurisdictions by the California Department of Housing and Community Development pursuant to Senate Bill 2 Planning Grants and the Local Early Action Program.

SCAG also developed additional objectives for the Subregional Partnership Program and, among those objectives, include:

- Align resources with allocation methodology for the 6th Cycle of RHNA to support local jurisdictions in addressing identified housing needs.
- Advance Connect SoCal sustainable development goals including supporting local jurisdictions in promoting housing in priority growth areas to increase access to jobs and transit and reduce environmental impacts.

WRCOG Eligibility

Currently, WRCOG is eligible to receive up to \$1.678 million for the Western Riverside County subregion. The funding allocated to WRCOG does not include the unincorporated portions of Riverside County; the County

has been allocated a separate amount.

SCAG required WRCOG to identify a list of projects to utilize the allocated funding. Based on discussions with staff of WRCOG member agencies, WRCOG developed a preliminary project list to include in the application for REAP funding. Per direction from the Executive Committee, staff submit prepared and filed an application. WRCOG received an award letter from SCAG on December 14, 2020, approving all the projects included in the application. The requested action attached to this item to execute the MOU with SCAG will enable WRCOG to commence work on the approved projects, which are listed below.

Project List

REAP funding is meant to support jurisdictions in meeting Housing Element requirements. The Housing Elements must be revised and updated to include and identify housing needs for each jurisdiction's RHNA by October 15, 2021. With that in mind, WRCOG will provide its member agencies with technical data to complete its Housing Elements and meet RHNA number requirements. In addition, WRCOG will also assist in meeting state law requirements in Housing Elements, Land Use Element, and Safety Elements as part of a future General Plan Update. These projects meant to assist jurisdictions with technical data to complete Housing Elements is first priority for WRCOG to kick-off and complete in order to provide beneficial support.

In addition, WRCOG is currently developing a subregional Climate Action Plan (CAP) update of which 14 member agencies are participating. WRCOG will utilize REAP funding to perform a programmatic Environmental Impact Report (EIR) for the subregional CAP. This will allow participating jurisdictions to streamline greenhouse gas (GHG) analyses which will help expedite the approval process for housing developments.

WRCOG will also utilize REAP funds to assist on a regionally significant project that has previously been brought to the attention of this Committee – the establishment of a Housing Trust Fund. Staff has proposed establishing and operating a Housing Trust Fund for Western Riverside County and believes utilizing REAP funding will help increase housing production.

Lastly, WRCOG will amend its Grant Writing Assistance Program to offer direct and advisory assistance to jurisdictions in the pursuit of grant funding to aid the increase of housing production. Currently, the Program assists with two programs that directly increase housing production: the Affordable Housing and Sustainable Communities Program, and the Transformative Climate Communities Program. REAP funding will allow the Program to offer more assistance to WRCOG member agencies in securing grant funding.

Proposed Project	Description
Jurisdiction staffing augmentation	Provide a regional consultant bench to assist local jurisdictions with Housing Element review and adoption.
Sites Inventory and 3-D mapping applications	Identify sites suitable for residential development to accommodate RHNA allocation within jurisdictions.
Accessory Dwelling Unit (ADU) Capacity Analysis	Provide a WRCOG-wide ADU feasibility analysis.
AB 686 – Housing Discrimination / Affirmatively Furthering Fair Housing (AFFH)	The AFFH study will include a region-specific guide on how to quantitatively analyze methodologies addressing AB 686 criteria.
GIS database development – Housing Element data	Provide GIS services to local jurisdictions to ensure data utilized is most current.
EIR for Subregional Climate Action Plan (CAP)	Provide streamlined GHG analyses for jurisdictions participating in the subregional CAP to assist in expediting the approval process for housing developments.
Establish and operate Housing Trust Fund	Funding to operate Housing Trust in order to bring housing (workforce and homelessness) to subregion.

Grant application assistance and development to jurisdictions on grant programs that assists in the increase of housing production, e.g., Infill Infrastructure Grant Program	Amend the WRCOG Grant Writing Assistance Program to offer direct and advisory assistance to jurisdictions in the pursuit of grant funding to help with the increase of housing production.
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Prior Actions:

January 21, 2021: The Technical Advisory Committee received and filed.

December 10, 2020: The Planning Directors Committee received and filed.

November 2, 2020: The Executive Committee directed staff to submit the list of projects to SCAG for the REAP Grant Program.

October 14, 2020: The Administration & Finance Committee received and filed.

Fiscal Impact:

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

Attachment:

1. Memorandum of Understanding template.

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Item 7.B

Approval of MOU with SCAG for the
REAP Subregional Partnership
Program

Attachment 1

Memorandum of Understanding
template

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COVER PAGE
MEMORANDUM OF UNDERSTANDING
No. M-0x-21

SCAG Overall Work Program (OWP) No: 300-4872Y0.03

Federal/State Awarding Agency: State of California, Department of Housing and Community Development

CFDA Number and Name: N/A

Federal Award Identification Number (FAIN) No: N/A

Federal Award Date: N/A

Total Amount of the Federal Award: N/A

Federal Award Project Description: N/A

Federal Awarding Official: N/A

Sub-Recipient Name: TBD

Sub-Recipient's DUNS No: TBD

Total Amount of Federal Funds Obligated to the Sub-Recipient: \$0

Total Amount of Non-Federal Funds Obligated to the Sub-Recipient: TBD

Total Amount of the Sub-Award: TBD

Subaward Period of Performance Start Date: Effective date of this MOU

Subaward Period of Performance End Date: June 30, 2023

Type of Contract: Project Specific

Method of Payment: See Section 6 of this MOU

Project R&D: N/A

Indirect Cost Rate for the Federal Award: N/A

Subaward Project Title: XXXXXXXXXX

Subaward Project Description: XXXXXXXXXXXX

MEMORANDUM OF UNDERSTANDING
No. M-00x-21

BETWEEN THE
SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS
AND XXXXXXXXXX (Subregional Partner)
FOR XXXXXXXXXXXXXXXXXXXXXXXXXX (Project Title)

(SCAG Project/OWP No. 300-4872Y0.03)

This Memorandum of Understanding (“MOU” or “Agreement”) is by and between the **Southern California Association of Governments** ("SCAG") and the **TBD** (“Sub-Recipient”), for **XXXXXXXXXXXX**, subsequently herein referred to as “Project.” SCAG and the Sub-Recipient are individually referred to herein as “Party” and may be collectively referred to herein as “Parties.”

RECITALS

WHEREAS, SCAG is a Joint Powers Agency and a federally designated Metropolitan Planning Organization (MPO) for Southern California. As an MPO, SCAG is primarily responsible for the development of a Regional Transportation Plan/Sustainable Communities Strategy (“RTP/SCS”) for the counties of Imperial, Los Angeles, Orange, San Bernardino, Riverside, and Ventura;

WHEREAS, the State of California (the “State”), Department of Housing and Community Development (“Department”) is authorized to provide up to \$47,471,023 (the “Full Funding Amount”) to SCAG under the Regional Early Action Planning Grant Program (the “REAP Program”), the regional component of the Local Government Planning Support Grants Program (as described in Health and Safety Code section 50515.02);

WHEREAS, based on SCAG’s Regional Council action at its March 5, 2020 meeting, of the authorized Full Funding Amount, approximately up to \$23 million will be allocated to fund subregional partnership projects for planning activities that will accelerate housing production and facilitate compliance in implementing the Sixth Cycle of Regional Housing Needs Allocation (“RHNA”) (the “Subregional Partnership Program), and the funding amount available for each subregional partner will be based on the final Sixth Cycle of RHNA allocation;

WHEREAS, the Department approved SCAG’s application for a Request for Advance Allocation on April 14, 2020, to receive \$11,867,755 (up to 25% of the Full Funding Amount allocated) and a Request for Allocation for the remaining funding is expected to be authorized in 2021;

WHEREAS, on September 3, 2020, SCAG’s Regional Council approved Subregional Partnership Program Guidelines (the “Guidelines”) and authorized SCAG’s Executive Director or his designee to enter into agreements with the designated subregional partner under the REAP Program;

WHEREAS, the Sub-Recipient, as the designated subregional partner, developed and submitted their proposals consistent with the Subregional Partnership Program Guidelines (“Project”) and SCAG reviewed and approved the Project;

WHEREAS, pursuant to its annual Overall Work Program (OWP), SCAG will be engaged in activities and projects that will require certain technical, professional, or support services from time to time related to its work regarding the Subregional Partnership Program;

WHEREAS, the purpose of this MOU is to describe the responsibilities of the Parties, which includes SCAG to provide funding for the Project;

WHEREAS, the Sub-Recipient will hire a Consultant (“Consultant”) to perform the services required for the Project as described in the REAP Subregional Partnership Program application (“Scope of Work”);

WHEREAS, consistent with the funding schedule in the Subregional Partnership Program Guidelines, SCAG shall contribute a maximum, not to exceed full suballocation amount of xxx Dollars (\$xx) of state funds for the Project (“Grant Funds”). Phase 1 funding in a not to exceed amount of xxx Dollars (\$xx) of state funds shall be available to the Sub-Recipient subject to the provisions of this Agreement upon the Effective Date of this MOU. Funds related to approved Phase 2 project components in a not to exceed amount of xxx Dollars (\$xx) will only be made available to the Sub-Recipient upon execution of a signed agreement between the Department and SCAG for the Full Funding Amount and, consistent with the Guidelines, costs incurred by Sub-Recipient for Phase 2 projects prior to a signed agreement between the Department and SCAG for the Full Funding Amount may not be eligible for reimbursement by SCAG;

WHEREAS, the Sub-Recipient’s designated project manager, in coordination with SCAG’s designated project manager, will ensure the Scope of Work is performed by the Consultant;

WHEREAS, subject to the conditions described in the Subregional Partnership Program Guidelines, reimbursable activities by the Sub-Recipient and Consultant will begin on September 3, 2020 and shall be completed by June 30, 2023;

WHEREAS, this MOU shall supersede and replace any previous agreements or negotiations between SCAG and the Sub-Recipient related to the Project described herein; and

WHEREAS, SCAG’s Fiscal Year is from July 1 through June 30.

NOW THEREFORE, IT IS MUTUALLY AGREED THAT:

1. MOU Contents

This MOU is comprised of these terms and conditions and any attached Exhibits, and may be amended only by written agreement between SCAG and the Sub-Recipient. The Recitals to this Agreement are also incorporated herein by this reference.

2. Scope of Work

- a. The Sub-Recipient and Consultant procured by the Sub-Recipient in accordance with applicable procurement requirements and policies, shall perform the Scope of Work, in accordance with applicable State requirements, including but not limited to the requirements set forth in Sections 7, 8, 9, 14, 15, 16, 17, 18, 19 and 20 of this MOU.

- b. SCAG shall only be obligated to make payments to the Sub-Recipient from REAP Program funding that SCAG actually receives and only for work performed as part of the Scope of Work regarding the Project, up to the maximum amount of xxx Dollars (\$xxx). SCAG intends to use state funds to meet its funding obligations described herein.
- c. The Sub-Recipient shall use the Grant Funds in accordance with the approved Scope of Work as contained in the timeline and budget and related information outlined in the Subregional Partnership Program application and any subsequent applications.
- d. If the Sub-Recipient is able to contract for services at a lower cost than outlined in their Subregional Partnership Program application and approved Scope of Work budget, the remaining funds may be used to fund other REAP programs by SCAG. The Sub-Recipient shall have the opportunity to submit a revised Scope of Work Approval form detailing a proposed use for the remaining funds within 30 days of execution of the contract creating the cost savings. The proposed use is subject to approval by the SCAG Project Manager, and must be proposed to fund meaningful work which adheres to the guidelines.
- e. The approved Scope of Work shall be documented using the Scope of Work Approval Form, attached hereto as “Exhibit A” and incorporated herein by this reference and subsequently herein referred to “Approval Form.” The completed Approval Form must be signed and agreed upon by Subrecipient Project Manager and SCAG Project Manager, prior to the performance of the Scope of Work. The completed Approval Form may be signed by way of a manual or authorized digital signature, or a signature stamp. The completed Approval Form may be amended subject to approval by SCAG. No alteration or deviation of the Scope of Work shall be valid unless the completed Approval Form is amended and properly signed and agreed upon by both Parties.
- f. The Sub-Recipient hereby verifies that it procured or shall procure the Consultant to perform the Scope of Work through a fair and competitive process consistent the State Procurement Guidelines as outlined in the State Contracting Manual (the “SCM”). A link to the SCM shall be provided to the Sub-Recipient Project Manager by the SCAG Project Manager within ten (10) days of the execution of this MOU. The following guidelines further describe procurement requirements applicable to this funding:
 - i. Any sole source purchase must be preapproved by SCAG and HCD as compliant with REAP requirements;
 - ii. The maximum allowed cost for procurements made as a “micropurchase” or “small purchase”, which is not subject to a competitive process is \$5,000 or the limit set by the procurement policy of the Sub-Recipient, whichever is lower;
 - iii. The maximum allowed cost for procurements made through an informal process, which requires a minimum of three written or verbal quotes or proposals documented in the procurement file, is \$50,000 or the limit set by the procurement policy of the Sub-Recipient, whichever is lower;
 - iv. Any contract or purchase over the amount of \$ 50,000 or the limit set by the procurement policy of the Sub-Recipient, whichever is lower, must be procured using a formal method (RFP, RFQ, etc.) in accord with the Sub-Recipient’s adopted procurement policy; and
 - v. The Sub-Recipient shall consult with SCAG Project Manager in development of an RFP (or any solicitation) and obtain SCAG Project Manager’s approval on the final RFP (or

solicitation) prior to its issuance. The Sub-Recipient shall provide SCAG with a copy of its Notice to Proceed issued to the Consultant, along with a copy of the Consultant contract within seven (7) days of its issuance. When requested, the Sub-Recipient shall also provide other related documentation of compliance, as determined by SCAG, with applicable procurement requirements and terms and conditions of this MOU within seven (7) days hours of the request.

- g. Subject to the execution of a valid, enforceable contract between the Sub-Recipient and Consultant, the Sub-Recipient shall be responsible for managing the Consultant in performing the Scope of Work. Each Party's Project Manager shall review and approve Consultant's invoices.
- h. The Sub-Recipient's Project Manager shall be responsible for final approval of Consultant's deliverables consistent with the Scope of Work; provided, however, that prior to approving a deliverable from the Consultant, the Sub-Recipient's Project Manager shall consult with SCAG's Project Manager. In the event that the Sub-Recipient or its Consultant proposes an amendment to the Consultant's contract which changes the terms of Consultant's contract with the Sub-Recipient, including but not limited to, increases the value of the contract amount and/or modifies the Scope of Work, the Sub-Recipient shall notify SCAG's Project Manager in writing prior to such amendment process and provide SCAG with a copy of such amendment.
- i. The Sub-Recipient shall provide SCAG with quarterly reports and a final report as specified in Section 6 of this MOU, which shall include an accounting of Grant Fund expenditures. The Sub-Recipient shall retain a copy of payment records, invoices, receipts, and any other documentation requested by SCAG for all Grant Fund expenditures.
- j. The Sub-Recipient agrees that SCAG, or its authorized representative(s), shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or record relating to this Agreement. All such material shall be kept and maintained by the Sub-Recipient and shall be made available to SCAG during the term of this Agreement unless SCAG's advance written permission is given to dispose of any such material.

3. Term

The Term of this Agreement shall begin on the Effective Date of the Agreement and continue until **June 30, 2023**, hereinafter referred to as the "Completion Date," unless terminated earlier as provided herein. Time is of the essence in the performance of services under this MOU.

4. Program Management

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

XXXXXX
XXXXXXXXXX
(213) XXX-XXXX

xxxxxx@scag.ca.gov

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

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

Name
Title
Phone
Email

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

5. Funding

- a. SCAG's contribution to the Project is funded wholly with state REAP Program funds, in an amount not to exceed xx Dollars (\$xx). SCAG shall not be obligated to make payments for any Project costs that exceed xx Dollars (\$xxx). Funds related to any approved Phase 2 project components will only be made available to the Sub-Recipient upon execution of a signed agreement between the Department and SCAG for the Full Funding Amount and, consistent with the Guidelines, Sub-Recipient agrees and acknowledges that any costs it incurs for Phase 2 projects prior to a signed agreement between the Department and SCAG for the Full Funding Amount may not be eligible for reimbursement by SCAG, notwithstanding the amounts identified in this Agreement. SCAG shall not be obligated to pay for any increase in Project costs which exceeds SCAG's obligated funding amount. SCAG shall not be obligated to make payments from any source other than funds provided by HCD to SCAG pursuant to the REAP Program.
- b. SCAG reserves the right, in its sole discretion, to discontinue funding the Program and terminate the contract as described in Section 21 of this MOU.
- c. Any costs for which the Sub-Recipient receives reimbursement or credit that is determined by a subsequent audit or other review by either SCAG, the Department or other State authorities to be ineligible or otherwise unallowable, are to be repaid by the Sub-Recipient within thirty (30) calendar days of the Sub-Recipient receiving notice of audit findings and a written demand for reimbursement from SCAG. Such repayment shall include interest, penalties or related fees, as determined by the Department or other State authorities. Should the Sub-Recipient fail to reimburse unallowable costs due to SCAG within thirty (30) calendar days of demand, or within such other period as may be agreed between both parties hereto, SCAG is authorized to withhold future payments due to the Sub-Recipient.

6. Invoices and Progress Reports

- a. SCAG's contribution to the Project shall be made on a reimbursement basis to the Sub-Recipient after the Sub-Recipient and Consultant have performed the services made pursuant to the Scope of Work. All invoices submitted to SCAG for payment shall be e-mailed to accountspayable@scag.ca.gov (file cannot exceed 10MB).

- b. Not less frequently than once in every month, the Sub-Recipient shall submit an invoice to SCAG using the Invoice Report, attached hereto and incorporated herein by this reference and subsequently herein referred to as “Exhibit B.” SCAG shall reimburse the Sub-Recipient for paid Staff charges and paid Consultant invoices. The Invoice Report shall be accompanied by the attachments noted on the Invoicing Checklist shall include a narrative description of the progress towards completion of tasks related to the Project, along with copies of paid Staff charges and paid Consultant invoices, and a proof of the payments.
- c. The Invoice Report shall include the following information:
 - 1) Names of Sub-Recipient and Consultant personnel performing work
 - 2) Dates and times of Project work
 - 3) Location of Project work
 - 4) Itemized costs, including identification of each employee, contractor or subcontractor staff who provided services during the period of the invoice, the number of hours and hourly rates for each such employee, including complete timesheets or time cards signed by the employee and approved by the supervisor; invoices and vouchers, evidencing in proper detail the nature of the charges, and other documentation requested by SCAG; contractor or subcontractor staff member, authorized travel expenses with receipts, receipts for authorized materials or supplies, and subcontractor invoices.
 - 5) The Sub-Recipient shall submit narrative reports indicating percentage of completion with each set of invoices to allow the SCAG’s Project Manager to determine if the Sub-Recipient is performing to expectations, is on schedule, is within funding limitations, as well as to communicate interim findings, and to afford occasions for airing difficulties respecting special problems encountered so that remedies can be developed.
- d. Incomplete or inaccurate invoices shall be returned to the Sub-Recipient unapproved for correction.
- e. All direct and Consultant costs billed must be specifically identified and supported with original receipts, invoices, or statements. Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Human Resources for similar employees (i.e. non-represented employees) unless written verification is supplied that government hotel rates were not then commercially available to the Sub-Recipient, its sub-recipient, contractors, and/or subcontractors, at the time and location required as specified in the California Department of Transportation's Travel Guide Exception Process at the following link: http://www.dot.ca.gov/hq/asc/travel/ap_b/bul.htm. Also see website for summary of travel reimbursement rules.
- f. By the tenth day following the start of a new quarter (i.e., January 10, April 10, July 10, October 10), the Sub-Recipient shall submit a Quarterly Report using the Sub-Recipient Report Template provided by SCAG Project Manager to the Sub-Recipient Project Manager prior to the due date. A copy of the Sub-Recipient Report Template is attached hereto as “Exhibit C” and incorporated herein by this reference and subsequently herein referred to as the “Report Template”. The Report Template may be modified at any time by the SCAG Project Manager, and will be provided to the Sub-Recipient Project Manager as soon as the change is in effect. The Quarterly Report shall include, in narrative form, a description of services performed by Sub-Recipient’s staff and

Consultant as well as progress toward completion of tasks related to the Project for the prior quarter and a reporting of all costs incurred regarding the Project.

- g. By February 10 of each year following receipt of funding pursuant to this MOU, the Sub-Recipient shall submit an Annual Report using the Report Template. The Annual Report shall include, in narrative form, a description of services performed by Sub-Recipient's staff and Consultant as well as progress toward completion of tasks related to the Project for the prior year and a reporting of all costs incurred regarding the Project for that period.
- h. On April 10, 2021, the Sub-Recipient Project Manager shall submit the Housing Element Progress portion of the Report Template to SCAG Project Manager. The Housing Element Progress section shall thereafter be required annually, as part of the Annual Report due on February 10 of each year.
- i. As each project is finalized, and no later than July 21, 2023, the Sub-Recipient shall submit a Close-Out Report for each project, in a format to be determined by the SCAG Project Manager. At the time of the drafting of this MOU, the Awarding Agency, State of California, Department of Housing and Community Development has not provided the requirements for the Close-Out Report due to the Department by all grantees at the conclusion of the grant performance period. Therefore, the Close-Out Report format required by SCAG of Sub-Recipients is not available at this time, but will be provided to the Sub-Recipient Project Manager by SCAG Project Manager once it becomes available.
- j. On all documents submitted to SCAG for the Project, including Invoices, Quarterly Reports, Annual Reports, and Close Out Form, the Project Number (OWP No. 300-4872.03) shall be referenced from the Effective Date through June 30, 2023.
- k. The Parties acknowledge that SCAG's fiscal year is from July 1 to June 30. The Sub-Recipient agrees to submit all invoices to SCAG for services rendered through June 30th, no later than July 21st during the Term of this Agreement (e.g., 7/21/21, 7/21/22, & 7/21/23). SCAG shall not be obligated to pay the Sub-Recipient for any invoice received after such date.
- l. The Sub-Recipient will require that its Consultant pay any subconsultants for satisfactorily completed work no later than ten (10) days of receipt of each payment from the Sub-Recipient. The ten (10) calendar days period is applicable unless a longer period is agreed to in writing.

7. Accounting Records

- a. The Sub-Recipient and Consultant shall establish and maintain an accounting system conforming to Generally Accepted Accounting Principles ("GAAP") to support Invoices which segregate and accumulate the costs of work elements by line item and produce Progress Reports which clearly identify reimbursable costs and other expenditures by work elements.
- b. The Sub-Recipient and Consultant shall establish a separate ledger account for receipts and expenditures of Grant Funds and maintain expenditure details in accordance with the scope of work, project timeline and budget.
- c. The Sub-Recipient and Consultant shall maintain documentation of its competitive bid process consistent with stateprocurement procedures, and comply with the requirements set forth in Section

2.f, all applicable laws, rules, regulations and ordinances applicable to Sub-Recipient governing procurement, and all applicable provisions of California state law, and financial records of expenditures incurred during the course of the project in accordance with GAAP.

- d. The Sub-Recipient agrees that SCAG or designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this MOU.
- e. The Sub-Recipient and Consultant shall be responsible for maintaining accounting records as specified above.

8. Allowable Uses of Grant Funds

- a. SCAG shall not award or disburse funds unless it determines that the Grant Funds shall be expended in compliance with the terms and provisions of the Notice of Funding Opportunity (NOFA) for the REAP Program pursuant to Chapter 3.1 of Health and Safety Code (Sections 50515 to 50515.05) (Chapter 159, Statutes of 2019), which includes associated forms and guidelines and this Agreement.
- b. Grant Funds shall only be used by the Sub-Recipient for project activities approved by SCAG that involve planning activities in accordance with the NOFA published by the Department.
- c. Grant Funds may not be used for administrative costs of persons employed by the Sub-Recipient for activities not directly related to eligible activities.
- d. The Sub-Recipient shall use no more than 5 percent (5%) of the total Grant Funds for administrative costs related to the Project, or a maximum of \$XXX, whichever is lower. For purposes of this MOU, administrative costs are defined as: preparing invoices and supporting documentation; preparing quarterly progress reports; and participating in project management meetings. Additional funds may be used from other sources solely contributed by the Sub-recipient to support the Sub-recipient's administration of the Project.
 - i. The Sub-Recipient must clearly indicate if funds will be used towards administrative costs on or before the Effective Date of this MOU.
 - ii. If the Sub-Recipient is seeking reimbursement for indirect costs, they must annually submit an Indirect Cost Allocation Plan ("ICAP") or an Indirect Cost Rate Proposal ("ICRP") to its cognizant agency for indirect costs in accordance with Title 2 Code of Federal Regulations Part 200 (2 CFR 200) Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Awards. The cognizant agency for indirect costs means the federal agency responsible for reviewing, negotiating, and approving indirect cost allocation plans or indirect cost proposals. The Sub-Recipient must include their estimated indirect cost rate in the project application and provide a copy of the acceptance letter from their cognizant agency for the approved ICAP or ICRP for the current fiscal year. Indirect costs may be sought for reimbursement only if the Sub-Recipient has received ICAP/ICRP approval from its cognizant agency on or before the Effective Date of this MOU.
 - iii. All indirect costs may only be charged as administrative costs, and are subject to limit on administrative costs set in Section 8d.

- iv. The Sub-Recipient must inform SCAG in writing if an ICAP/ICRP will be utilized and indirect costs charged to the administrative cost allowance on or before the Effective Date of this MOU.
- e. The Sub-Recipient shall be accountable to SCAG and the Department to ensure Consultants' performance. The agreements with the Consultants shall provide for compliance with all applicable requirements of this Agreement as determined by SCAG.
- f. SCAG will provide reimbursement only for approved and eligible costs incurred after September 3, 2020 as described in the conditions of the Subregional Partnership Program Guidelines.
- g. There must be a strong implementation component for the funded activity through REAP, including, where appropriate, agreement by the Sub-Recipient to submit the completed planning document to the applicable board, council, or other entity for adoption. The Sub-Recipient that does not formally request adoption of the funded activity may be subject to repayment of the Grant Funds.
- h. In the event that it is determined, at the sole discretion of SCAG, that the Sub-Recipient is not meeting the terms and conditions of the Agreement, immediately upon receiving a written notice from SCAG to stop work, the Sub-Recipient shall cease all work under the Agreement. SCAG has the sole discretion to determine that the Sub-Recipient meets the terms and conditions after a stop work order, and to deliver a written notice to the Sub-Recipient to resume work under the Agreement.

9. Electronic Version of Work Products

- a. For purposes of this Agreement, "Work Products" shall mean any deliverables, including reports, data files, newsletters or any other written or electronic materials provided pursuant to the Scope of Work.
- b. The Sub-Recipient shall submit one (1) electronic copy of all completed deliverables associated with the Project to the assigned SCAG Project Manager.
- c. SCAG shall own all Work Products and shall grant to the Sub-Recipient a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use Work Products related to the Project and developed as part of this MOU; provided, however, that any reproduction, publishing, or reuse of the Work Products will be at the Sub-Recipient's sole risk and without liability or legal exposure to SCAG. Such written verification by SCAG shall not be unreasonably denied and shall be provided by SCAG within ten calendar days of the Sub-Recipient's request therefor.
- d. Subject to any provisions in the California Public Records Act to the contrary, all deliverables and related materials related to the Project shall be held confidential by Consultant. Nothing furnished to the Sub-Recipient or SCAG which is otherwise known or is generally known, or has become known, to the related industry shall be deemed confidential. The Sub-Recipient shall also safeguard such confidential materials from unauthorized disclosure, using the same standard of

care to avoid disclosure, as the Sub-Recipient treats its confidential information, but in no case less than reasonable care.

10. MOU Changes

No alteration or deviation of the terms of this MOU shall be valid unless made in writing in the form of MOU Amendment and fully and properly executed by both parties. If an amendment is to become effective before the date of full execution by the Parties, the effective date of such amendment shall be no earlier than the date that SCAG received the Request.

11. Notices

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

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

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

To Sub-Recipient: Name
 Title
 Agency
 Address
 Address
 Phone
 Email

12. Insurance

The Sub-Recipient and Consultant, at their own expense, shall procure and maintain policies of insurance of the types and amounts below, for the duration of the MOU. The policies shall state they afford primary coverage. The minimum required insurance coverage required by SCAG is set forth below.

- a. Minimum Scope of Insurance – Coverage shall be at least as broad as:
- 1) Insurance Services Office Commercial General Liability coverage (Occurrence form CG0001), or its equivalent.
 - 2) Insurance Services Office form number CA0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto) or its equivalent.

- 3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
 - 4) Professional Liability (Errors and Omissions) insurance appropriate to the Consultant's profession.
- b. Minimum Limits of Insurance – The Sub-Recipient, Consultant, and SCAG shall maintain limits no less than:
- 1) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 - 2) Automobile Liability: Including contractual liability insuring owned, non-owned, hired and all vehicles by the Sub-Recipient and Consultant with a combined single limit of not less than \$1,000,000 applicable to bodily injury, or death, and loss of or damage to property in any one occurrence.
 - 3) Workers' Compensation Liability: Including Occupational Diseases in accordance with California Law and Employers' Liability Insurance with a limit of not less than \$1,000,000 each accident.
 - 4) Professional Liability Insurance: With limits of not less than \$1,000,000 per occurrence. In addition, it shall be required that the professional liability insurance policy remain in effect for six (6) months after the Completion Date of this MOU.
- c. Other Insurance Provisions – Both Sub-Recipient and SCAG should comply with the other insurance provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
- 1) SCAG, its officials and employees are to be covered as additional insureds, as respects to liability arising out of the activities performed by or on behalf of the Sub-Recipient or Consultant, products and completed operations of the Sub-Recipient or Consultant; premises owned, occupied or used by the Sub-Recipient; or automobiles owned leased, hired or borrowed by the Sub-Recipient. The coverage shall contain no special limitations on the scope of protection afforded to SCAG, its officials and employees.
 - 2) For any claims related to this Project, the Sub-Recipient's and Consultant's insurance coverage shall be primary insurance as respects SCAG, its officials and employees. Any insurance or self-insurance maintained by SCAG shall be excess of the Sub-Recipient's and Consultant's insurance and shall not contribute with it.
 - 3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to SCAG, its officials and employees.

- 4) The Sub-Recipient's or Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 5) Workers' Compensation and Employer's Liability policies shall contain the inclusion of SCAG, its members, subsidiaries, officials and employees and shall provide a waiver of subrogation.
- d. Deductibles and Self-Insured Retentions – Any deductibles or self-insured retentions in amounts over \$10,000 must be declared to and approved by SCAG.
- e. Acceptability of Insurers – Insurance is to be placed with California admitted insurers with a current A.M. Best's rating of no less than A and be admitted, unless otherwise approved by SCAG.
- f. Verification of Coverage – The Sub-Recipient and Consultant shall furnish SCAG with original endorsements and certificates of insurance evidencing coverage required by this clause. All documents are to be signed by a person authorized by that insurer to bind coverage on its behalf. All documents are to be received and approved by SCAG before work commences. Upon request of SCAG at any time, the Sub-Recipient shall provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

13. Indemnification

- a. Except for the negligence or willful misconduct of SCAG and any of its directors, officers, agents, employees, assigns, and successors in interest, the Sub-Recipient undertakes and agrees to defend, indemnify, and hold harmless SCAG and any of its directors, officers, agents, employees, assigns, and successors in interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including SCAG's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the acts, errors or omissions or violations of law by the Sub-Recipient, employees and agents in connection with its activities in pursuing the Project or under this MOU. The Sub-Recipient further agrees to require its Consultant to provide indemnification for SCAG to the same extent as the Sub-Recipient, in the contract(s) between the Sub-Recipient and its Consultant for work related to this Agreement.

14. Records Retention and Audits

- a. The Sub-Recipient shall maintain all source documents, books and records connected with the Project and procurement of the Consultant and all work performed under this MOU for a minimum of three (3) years after the end of term of this MOU. Records relating to any and all audits or litigation relevant to this MOU shall be retained for five years after the conclusion or resolution of the matter or the date an audit resolution is achieved for each annual SCAG Overall Work Program ("OWP"), whichever is later, and shall make all supporting information available upon request for inspection and audit by representatives of SCAG, the Department, the California State Auditor, or other authorized government agency. Copies shall be made and furnished by SCAG upon request at no cost to SCAG.

- b. SCAG shall maintain all source documents, books and records connected with the Project under this MOU for a minimum of three (3) years after the end of term of this MOU. Records relating to any and all audits or litigation relevant to this MOU shall be retained for five years after the conclusion or resolution of the matter or the date an audit resolution is achieved for each annual SCAG OWP, and shall make all supporting information available upon request for inspection and audit by representatives of the Sub-Recipient, the Department, the California State Auditor, or other authorized government agency. Copies shall be made and furnished by the Sub-Recipient upon request at no cost to the Sub-Recipient.
- c. At any time during the term of this Agreement, SCAG and the Department may perform a financial audit of any and all phases of the award. At SCAG and the Department's request, the Sub-Recipient shall provide, at its own expense, a financial audit prepared by an independent certified public accountant. SCAG and the Department has the right to review project documents and conduct audits during project implementation and over the project life.
- d. The Sub-Recipient agrees that SCAG and the Department shall have the right to review, obtain, and copy all records and supporting documentation to the performance of this Agreement. The Sub-Recipient agrees to provide any relevant information requested.
- e. The Sub-Recipient agrees to permit SCAG and the Department access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with statutes, program guidelines, and this Agreement.
- f. If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, all records must be retained by the Sub-Recipient and the Consultant until completion of the action and resolution of all issues which arise from it. Records relating to any and all audits or litigation relevant to this Agreement shall be retained for five (5) years after the conclusion or resolution of the matter.
- g. If applicable, the Sub-Recipient agrees to include all costs associated with this MOU and any amendments thereto to be examined in the annual audit and in the schedule of activities to be examined under a single audit prepared by the Sub-Recipient in compliance with Subpart F of the Office of Management and Budget's Uniform Grant Guidance, formerly referred to as Circular A-133. The Sub-Recipient is responsible for assuring that the Single Auditor has reviewed the requirements of this MOU. Copies of said audits shall be submitted to SCAG.
- h. Neither the pendency of a dispute nor its consideration by a Party or the State shall excuse the other Party from full and timely performance in accordance with the terms of this MOU.

15. General Terms and Conditions

- a. The Sub-Recipient and Consultant shall adhere to the requirements contained in the State of California General Terms and Conditions (GTC 04/2017) now incorporated by reference. Such requirements shall apply to the Sub-Recipient and the Consultant to the same extent as SCAG and may include, but are not limited to:

- 1) Recycling Certification
- 2) Non-Discrimination Clause
- 3) Anti-Trust Claims
- 4) Child Support Compliance Act
- 5) Priority Hiring Considerations
- 6) Small Business Participation and DVBE Participation

16. Equal Employment Opportunity/Nondiscrimination

- a. In the performance of work undertaken pursuant to this MOU, the Parties and their assignees and successors in interest, shall affirmatively require that their employees and contractors shall not unlawfully discriminate, harass or allow harassment, against any person, employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.
- b. The Parties shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Parties shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article.
- c. The Parties shall permit access by representatives of SCAG, the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department shall require to ascertain compliance with this clause. The Parties shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. The Parties shall include the nondiscrimination and compliance provisions of this clause in all sub-agreements to perform work under this MOU.
- d. The applicable regulations of the Fair Employment and Housing Commission implementing the Government Code sections referenced above, are incorporated into this MOU by reference and made a part hereof as if set forth in full.
- e. In the event of noncompliance by either Party with the nondiscrimination provisions of this MOU, the other Party may cancel, terminate or suspend the MOU, in whole or in part.
- f. If required by Department, additional or alternate sanctions for noncompliance may be imposed.

17. Conflict of Interest

The Parties shall comply with federal and state conflict of interest laws, regulations and policies as well as all applicable federal and state laws, regulations and policies in connection with its activities pursuant to this Agreement.

18. Independent Contractor

The Sub-Recipient and its Consultant(s), officers, employees and agents shall be independent contractors in the performance of this MOU, and not officers, employees, contractors or agents of SCAG.

19. Disputes

- a. In the event of a dispute among the Parties concerning a question of fact arising under this Agreement that is not disposed of by agreement, which involves a decision by the Department's Housing Policy Development Manager (or the Manager's designee) who may consider any written or verbal evidence submitted by SCAG, the decisions of the Department shall be final and not subject to further appeal pursuant to Health and Safety Code Section 50515.04(g). SCAG shall include in such submittal to the Department any written or verbal evidence submitted to SCAG by the Parties, at the discretion of SCAG, as part of this process. Neither the pendency of a dispute nor its consideration by the Department will excuse the Parties from full and timely performance in accordance with the terms of this agreement.
- b. For other disputes and except as otherwise provided in this MOU, if a dispute arises between the Parties to this MOU, the Parties hereto agree to use the following procedure to resolve such dispute, prior to pursuing other legal remedies:
- c. A meeting shall be held promptly between the Parties that will be attended by the Sub-Recipient's Project Manager and SCAG's Project Manager as well as individuals with decision-making authority (to the extent reasonably possible), who will attempt in good faith to negotiate a resolution of the dispute.
- d. If the Parties are unsuccessful in resolving the dispute under (c) above, they may:
 - 1) agree to submit the matter to mediation, binding judicial reference, or a private adjudicator (if all Parties so agree); or
 - 2) initiate litigation following advance written notice to the other Party of not less than thirty (30) days.
- e. If any Party should bring a legal action against the other to enforce the terms of this MOU, the prevailing Party shall be entitled to recover reasonable attorneys' fees and costs, as determined by a court of competent jurisdiction in said proceeding.

20. Noncompliance

In addition to such other remedies as provided by law, in the event of nonperformance or noncompliance with any grant condition or specific requirement of this MOU, this MOU may be terminated pursuant to Section 21.

21. Termination of MOU

- a. Termination for Convenience. Either Party may terminate this MOU at any time by giving written notice to the other party of such termination at least thirty (30) calendar days before the effective date of such termination. In such event, all finished or unfinished documents and other materials as described in the MOU shall be provided to SCAG and the Sub-Recipient shall be paid for all services performed by Consultant and accepted by the Sub-Recipient through the effective date of termination, provided the required consultation between the Sub-Recipient and SCAG has been undertaken in accordance with Section 2(f) of this MOU. Any Party terminating this MOU before the effective date of termination shall be responsible for any actual, incurred termination costs incurred by the Consultant as a result of such termination notice.
- b. Termination for Cause (Sub-Recipient Default). If through any cause, the Sub-Recipient shall fail to timely and adequately fulfill its obligations under this MOU, or if the Sub-Recipient violates any of the covenants, agreements, or stipulations of this MOU, SCAG shall thereupon have the right to terminate the MOU by giving not less than ten (10) calendar days written notice to the Sub-Recipient of the intent to terminate and specifying the effective date thereof. SCAG shall provide a reasonable opportunity for the Sub-Recipient to cure prior to termination. In no event shall such opportunity to cure extend beyond the term of the MOU. In the event that SCAG invokes this termination clause, all finished or unfinished documents and other materials as described in the MOU shall be returned to SCAG at its option.
- c. Termination for Cause (SCAG Default). If through any cause, SCAG shall fail to timely and adequately fulfill its obligations under this MOU, or if SCAG violates any of the covenants, agreements, or stipulations of this MOU, the Sub-Recipient shall thereupon have the right to terminate the MOU by giving not less than ten (10) calendar days written notice to SCAG of the intent to terminate and specifying the effective date thereof. The Sub-Recipient shall provide a reasonable opportunity for SCAG to cure prior to termination. In no event shall such opportunity to cure extend beyond the term of the MOU. In the event that the Sub-Recipient invokes this termination clause, all finished or unfinished documents and other materials as described in the MOU shall be returned to the Sub-Recipient at its option.

22. Non-Assignment

- a. Neither Party shall assign this MOU, or any part thereof, without the written consent of each Party to this MOU, which consent may be granted, withheld or conditioned in the consenting Party's sole and absolute discretion. Any assignment without such written consent shall be void and unenforceable.
- b. The covenants and agreement of this MOU shall inure to the benefit of, and shall be binding upon each of the Parties and their respective successors and assignees.

23. Release of Information

The Sub-Recipient shall not release any information to a third party or otherwise publish or utilize any information obtained or produced by it as a result of or in connection with the performance of services under this Agreement without the prior written authorization of SCAG, except as required by law (including, without limitation, pursuant to the California Public Records Act) and with prior written notice to SCAG.

24. Non-Exclusivity

Nothing herein is intended nor shall be construed as creating an exclusive arrangement between SCAG and the Sub-Recipient. This Agreement shall not restrict SCAG from acquiring similar, equal or like services from other entities or sources.

25. Severability

If any provision of this MOU is held to be illegal, invalid, or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid, and enforceable, and the legality, validity, and enforceability of the remaining provisions shall not be affected thereby.

26. Survival

The following sections survive expiration or termination of this MOU:

Section 9 (Electronic Version of Work Products)
Section 13 (Indemnification)
Section 19 (Disputes)
Section 23 (Release of Information)

27. Jurisdiction and Venue

This MOU shall be deemed an agreement under the laws of the State of California and for all purposes shall be interpreted in accordance with such laws. Both Parties hereby agree and consent to the exclusive jurisdiction of the courts of the State of California and that the venue of any action brought thereunder shall be Los Angeles County, California.

28. Waiver

No delay or failure by either Party to exercise or enforce at any time any right or provision of this Agreement shall be considered a waiver thereof of such Party's right thereafter to exercise or enforce each and every right and provision of this Agreement. A Waiver to be valid shall be in writing but need not be supported by consideration. No single waiver shall constitute a continuing or subsequent waiver.

29. Standard of Care

The Parties and Consultant shall perform the work required for the production of the Project under this MOU in accordance with generally accepted industry standards, practices, and principles

applicable to such work.

30. Force Majeure

Neither the Sub-Recipient, SCAG nor Consultant shall be liable or deemed to be in default for any delay or failure in performance under this MOU or interruption of services resulting, directly or indirectly, from acts of nature, civil or military authority, acts of public enemy, war, strikes, labor disputes, pandemics, or any other similar cause beyond the reasonable control of the Sub-Recipient, SCAG or Consultant, provided that the Party seeking to delay or excuse its performance as a result of such event shall notify the other Party in writing of such circumstances within not more than ten (10) days following the first occurrence of the event forming the basis of the delay or excuse of performance. In the event that the Party seeking to delay or excuse its performance fails to timely deliver the notice described in the previous sentence, then such event shall not relieve the Party from its timely performance.

31. Execution of MOU or Amendment

This MOU, or any amendment related thereto (Amendment), may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. The signature page of this MOU or any Amendment may be executed by way of a manual or authorized digital signature. Delivery of an executed counterpart of a signature page to this Agreement or an Amendment by electronic transmission scanned pages shall be deemed effective as a delivery of a manually or digitally executed counterpart to this Agreement or any Amendment.

32. Effective Date

This MOU shall be effective as of the last date in which the document is executed by both Parties.

33. Entire MOU

This MOU, including the attached **Exhibits A**, B and C, represents and contains the entire agreement of the Parties with respect to the matters set forth herein. This MOU supersedes any and all prior negotiations, discussions and, if any, previous agreements between the Parties.

34. Authority

The Sub-recipient warrants and certifies that it possesses the legal authority to execute this Agreement and to undertake administration of the proposed Project, and that a resolution, motion, or similar action has been fully adopted or passed, as an official act of the Sub-recipient's governing body, authorizing receipt of SCAG Grant Funds, and directing and designating the authorized representative(s) of the Sub-recipient to act in connection with the Project specified and to provide such additional information as may be required by SCAG.

**SIGNATURE PAGE TO
MEMORANDUM OF UNDERSTANDING
NO. M-00x-21**

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed by their duly authorized representatives as of the dates indicated below:

SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (“SCAG”)

By: _____
Cindy Giraldo
Chief Financial Officer
Date _____

APPROVED AS TO FORM:

By: _____
Michael R.W. Houston
Chief Counsel
Date _____

xxx (“xxx”)

By: _____
Name
Title
Date _____

APPROVED AS TO FORM:

By: _____
Name
Title
Date _____

Exhibit A

Scope of Work Approval Form



Regional Early Action Planning (REAP) Grant
 Subregional Partnership Program
 Scope of Work Approval Form - Project Summary

Subregional Partner: _____

- ☐ Original Scope of Work Approval ☐ Add or Remove Project Manager
☐ Revision Requested to Projects (Please check all that apply)
 ☐ Revise/Delete a Previously Approved Project or Task ☐ Change Funding Allocation Between Projects
 ☐ Add a New Project ☐ Project/Task Date Change ☐ ~~Change~~ Change in Deliverable
 ☐ RHNA Adjusted Allocation Initiated by SCAG

☐ Other (Please describe)

SCAG Approval Date: _____

Revision Request Date: _____

Approved Summary of Projects and Activities (application approved on XX,XX,XXX)

	Project/Activity Name	Phase 1 funding	Phase 2 funding	Total Project Funding
1				
2				
3				
4				
5				
6				
7				
	Phase Total			
	Total Approved Funding Amount			

Please check the box below if you are intending to use funding for administrative costs. If you do not elect to utilize the 5% admin allowance, the award amount will not be affected, but all funds must be used for program activities. This decision can not be changed later, so please choose carefully.

- ☐ A portion of the requested funding amount above will be applied as "administrative costs", which can be up to 5% of the total project funding.

If you checked the box above, please indicate if you plan to utilize:

- ☐ The entire 5% allowable under the grant terms.
☐ A different percentage: Click or tap here to enter text.
☐ A specific dollar amount: Click or tap here to enter text.



Regional Early Action Planning (REAP) Grant
 Subregional Partnership Program
 Scope of Work Approval Form - Project Summary

Approved Summary of Projects and Activities (Revision) *If a revision is requested, please also update the appropriate individual project outline(s) on the following pages. If a new project is being requested, please fill out a new project outline using the template on the last three pages of this form.*

	Project/Activity Name and requested change	Total Amount
1		
2		
3		
4		
5		
6		
7		
	Total Approved Funding Amount	

Approval Requested By:
 SUBRECIPIENT PROJECT MANAGER
 Name and Title

Approved By:
 SCAG PROJECT MANAGER
 Ma'Ayn Johnson, Housing Programs Manager

 Signature Date

 Signature Date

Note to Subrecipient(s):

If the approved Scope of Work includes the adoption or amendment of ordinances or any other support activities, those activities, e.g., ADU ordinances, must support the creation of additional housing and be in compliance with applicable current State and Federal laws and statutes. If the project is found to be non-compliant with any current laws or statutes, reimbursement will be denied, and any funds previously disbursed may be subject to repayment by the Subrecipient. If the Subrecipient is unclear as to the legality of their proposed ordinance or amendment, the SCAG Project Manager can offer technical assistance. The California Department of Housing and Community Development has a website for current ADU law and resources for agencies at <https://www.hcd.ca.gov/policy-research/accessorydwellingunits.shtml>.



Regional Early Action Planning (REAP) Grant
Subregional Partnership Program
Scope of Work Approval Form - Project Metrics

Project Metrics

Each REAP project requires a metric to qualitatively measure the outcome of the project. Project metrics selected on this form will be included in the REAP SRP quarterly progress reporting form for your subregion. *Please select all metrics that will apply to your approved projects:*

1. Accessory dwelling unit projects
 - ☐ Number of ordinances updated or adopted resulting from the project
 - ☐ Range of weeks (or other time period) saved to approve permits from streamlined process (compared to baseline/current conditions)
 - ☐ Units permitted under project implementation/affordable units permitted under project implementation
 - ☐ Number of pre-approved plans designed and approved
 - ☐ Other: (please specify)
2. Outreach/public engagement projects
 - ☐ Number of events/meetings
 - ☐ Number of participants
 - ☐ Number of elected official/decisionmaker participants
 - ☐ Number of website hits
 - ☐ Number of video hits
 - ☐ Number of tool users or downloads
 - ☐ Other: (please specify)
3. GIS-related projects
 - ☐ Increase in total residential capacity and/or affordable residential capacity (compared to baseline/current capacity)
 - ☐ Other: (please specify)
4. AFFH-related projects
 - ☐ Number of adopted/implemented programs that increase access to fair housing
 - ☐ Other: (please specify)
5. Housing trust fund projects
 - ☐ Number of loan documents generated
 - ☐ Number of additional identified funding sources and amounts
 - ☐ Grants applied for and awarded if successful
 - ☐ Other: (please specify)
6. Plans and/or policies for implementation that are not related to ADUs (e.g., zoning ordinance updates, streamlined permitting processes, adoption of zoning strategies, etc)
 - ☐ Additional unit capacity resulting from drafting or adopting plan (compared to baseline/current conditions)
 - ☐ Range of weeks (or other time period) saved to approve permits from streamlined process (compared to baseline/current conditions)
 - ☐ Other: (please specify)



Regional Early Action Planning (REAP) Grant
Subregional Partnership Program
Scope of Work Approval Form - Project Metrics

Use the space below to indicate any metrics not listed above that will be used to measure progress on your project(s), and indicate the project number(s) measured by the metric(s).

Other projects (please specify metrics)

Click or tap here to enter text.



Regional Early Action Planning (REAP) Grant
 Subregional Partnership Program
 Scope of Work Approval Form - Project Detail

SCAG will provide enough copies of the following two pages for each approved project.

1	Project Name
☐ Metrics for this project have been selected in the "Project Metrics" portion of this form. <i>Please consult with the SCAG Project Manager if you need assistance in determining appropriate metrics for this project.</i>	
Brief Description of Project: <i>As provided in initial approved application</i>	
Alignment with SCAG Connect SoCal regional priorities: <i>As provided in initial approved application</i>	



Regional Early Action Planning (REAP) Grant
 Subregional Partnership Program
 Scope of Work Approval Form – Housing Element Progress

Housing element progress

Subregional partners must demonstrate jurisdictional progress toward housing element preparation before projects and activities that are not directly related to housing element preparation can be funded. In the section below, please list the jurisdictions your subregional area covers, planned SB 2 and LEAP activities (if any), and housing element progress. If a LEAP grant has not yet been awarded, please also indicate in the table. The rubric below can be used to indicate housing element progress: Use additional space or add additional lines, if needed.

- A. The jurisdiction has either consultant or dedicated staff resources for their housing element updates, with all updates underway; no additional REAP support is proposed.*
- B. The jurisdiction has either consultant or dedicated staff resources for their housing element updates. A REAP support project for housing element updates is proposed by our subregion.*
- C. The jurisdiction has neither consultant nor dedicated staff resources for their housing element updates. A REAP support project for housing element updates by our subregion is NOT proposed. This jurisdiction will need technical assistance resources for their housing element update.*
- D. Our subregion is unaware of the status of housing element updates for this jurisdiction*

Jurisdiction	SB 2 or LEAP (Local Early Action Program) Tasks re: Housing Element	Housing element progress (A, B, C, or D.)



Regional Early Action Planning (REAP) Grant
Subregional Partnership Program
Scope of Work Approval Form

1	Project Name						
Project/Activity Tasks							
Task and sub-tasks	Staff/Consultant/Both	Estimated cost	Phase 1 or 2	Begin date	End date	Deliverable	
<i>As provided in initial approved application</i>							
Total projected cost							



Regional Early Action Planning (REAP) Grant
 Subregional Partnership Program
 Scope of Work Approval Form

Please provide more information about the new requested project. Use additional pages if needed, and copy the template if more than one new project is being requested.

New Project Name:	
Estimated cost	
Expected start date	
Expected end date	
Does this project require the procurement of at least one consultant?	☐ no ☐ yes ___ total number of consultant firms expected for projects
Agency expected to procure consultant	☐ subregional partner ☐ SCAG ☐ Other, please specify:
Agency expected to administer or implement project or activity*	☐ subregional partner ☐ SCAG ☐ Other, please specify:
Which agency will be directly paying consultant invoices?	☐ subregional partner (SCAG will reimburse the subregional partner) ☐ SCAG
Does this project require adoption or approval by a local decision-making body for implementation?	☐ no ☐ yes If yes, please specify the expected adoption/approval date:

**The implementing agency cannot have any unresolved audit findings from prior government contracts and cannot be party to pending land use, housing, or environmental litigation which could impact the proposed activities.*



Regional Early Action Planning (REAP) Grant
Subregional Partnership Program
Scope of Work Approval Form

Please provide more details about the project or activity, including:

- Brief description of project key deliverables and tasks, proposed performance indicators
- Nexus to housing production and why the task necessary for the adoption or implementation of the listed eligible activities for any tasks that are considered indirect to housing production (e.g., EIRs or General Plan amendments)
- Expected outcome of project or activity (i.e., plans for adoption or implementation)
- Related tasks that will be funded from other funding sources besides REAP (e.g., LEAP, SB 2) and the amount
- You may add additional space, as needed

Alignment with SCAG Connect SoCal regional priorities (refer to Program Guidelines and attachment)

Please describe below how the project or activity aligns and advances Connect SoCal and Housing Program regional priorities and framework. You may add additional space, as needed.



Regional Early Action Planning (REAP) Grant
Subregional Partnership Program
Scope of Work Approval Form

New Project Name:						
Project/Activity Tasks						
Task and sub-tasks	Staff/Consultant/Both	Estimated cost	Phase 1 or 2	Begin date	End date	Deliverable
Total projected cost						

Exhibit B

Invoice Report Format

Use Agency Letterhead								
SAMPLE				INVOICE				
Email invoice to: accounts payable@scag.ca.gov Cindy Giraldo Chief Financial Officer Southern California Association of Governments 900 Whire Blvd., Ste 1700 Los Angeles, CA 90017				Date: _____ Invoice #: _____ Invoice Period: _____ MOU #: _____ OWP #: _____ Project Title: _____				
Cost Categories	Hourly Rate	Hours	Budget	Current Invoice	Previously Invoiced	YTD Expenditure	Balance	
<u>Tasks (labor only)</u>								
Task 1				\$0.00	\$0.00	\$0.00	\$0.00	
Task 2				\$0.00	\$0.00	\$0.00	\$0.00	
Task 3				\$0.00	\$0.00	\$0.00	\$0.00	
Task 4				\$0.00	\$0.00	\$0.00	\$0.00	
Task 5				\$0.00	\$0.00	\$0.00	\$0.00	
Task 6				\$0.00	\$0.00	\$0.00	\$0.00	
Task 7				\$0.00	\$0.00	\$0.00	\$0.00	
Subtotal - Tasks		-	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
<u>Overhead & Fringe (if applicable)</u>								
Overhead	0.00%			\$0.00	\$0.00	\$0.00	\$0.00	
Fringe	0.00%			\$0.00	\$0.00	\$0.00	\$0.00	
Subtotal - Overhead & Fringe:			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
<u>Fixed Fee (if applicable)</u>								
Fixed Fee	0.00%			\$0.00	\$0.00	\$0.00	\$0.00	
Subtotal - Fixed Fee:			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
<u>Other Direct Costs (ODCs)</u>								
Travel				\$0.00	\$0.00	\$0.00	\$0.00	
Printing - Directly Chargeable only				\$0.00	\$0.00	\$0.00	\$0.00	
Other				\$0.00	\$0.00	\$0.00	\$0.00	
Subtotal - ODCs:			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
<u>Consultant/Subconsultant</u>								
Consultant 1				\$0.00	\$0.00	\$0.00	\$0.00	
Consultant 2				\$0.00	\$0.00	\$0.00	\$0.00	
Consultant 3				\$0.00	\$0.00	\$0.00	\$0.00	
Consultant 4				\$0.00	\$0.00	\$0.00	\$0.00	
Subtotal - Consultant/Subconsultant:			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
GRAND TOTAL			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Please send check to: CITY OF TBD Address City/State/ZIP								
By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.								
_____ Signature of an Authorized Official				_____ Title				
_____ Full Name of An Official who is authorized to legally bind the Organization				_____ Date				

Exhibit C Report Template



Regional Early Action Planning (REAP) Grant
 Subregional Partnership Program
 Sub-Recipient Reporting Form

Subrecipient: _____

Reporting Period Please check the appropriate reporting period.

☐ Quarterly Report ☐ Annual Report ☐ Final Report **Date Submitted:** _____
☐ Jan-Mar ☐ Apr-Jun ☐ Jul-Sep ☐ Oct-Dec ☐ 2021 ☐ 2022 ☐ 2023

Current Approved Summary of Projects and Activities Per Scope of Work Dated XX-XX-XXXX

Project/Activity Name	Total Project Funding	Expenditures This Period	Expenditures to Date	Balance to be Spent by 6/30/23	Uses LEAP or SB2 Funding
1					None
2					Choose an item.
3					Choose an item.
4					Choose an item.
5					Choose an item.
6					Choose an item.
7 Administrative Fee					None
Total Approved Funding Amount					

Report Submitted By:
 SUBRECIPIENT PROJECT MANAGER
 Name and Title

Signature _____ Date _____

Report Reviewed and Accepted By:
 SCAG PROJECT MANAGER
 Ma'Ayn Johnson, Housing Program Manager

Signature _____ Date _____

Report Received by SCAG Date: _____



Regional Early Action Planning (REAP) Grant
 Subregional Partnership Program
 Sub-Recipient Reporting Form

Project/Activity Task Tracker Required for Quarterly and Annual Reports

Please write a brief description of progress for each task/subtask. Narrative reporting on overall project will be reported in the Project Progress Narrative section of this form. Indicate if the task is complete, and the date the deliverable was completed. Please attach any and all deliverables to this report.

Task and sub-tasks	Staff/Consultant/Both	Estimated cost	Begin date	End date	Deliverable	Deliverable Completion Date
1.						Click or tap to enter a date.
☐ Task Completed ☐ Deliverable Attached	Description of progress:					
2.						Click or tap to enter a date.
☐ Task Completed ☐ Deliverable Attached	Description of progress:					
3.						Click or tap to enter a date.
☐ Task Completed ☐ Deliverable Attached	Description of progress:					
4.						Click or tap to enter a date.
☐ Task Completed ☐ Deliverable Attached	Description of progress:					
5.						Click or tap to enter a date.



Regional Early Action Planning (REAP) Grant
 Subregional Partnership Program
 Sub-Recipient Reporting Form

Task and sub-tasks	Staff/Consultant/Both	Estimated cost	Begin date	End date	Deliverable	Deliverable Completion Date
☐ Task Completed ☐ Deliverable Attached						
<i>Description of progress:</i>						
6.						Click or tap to enter a date.
☐ Task Completed ☐ Deliverable Attached						
<i>Description of progress:</i>						
7.						Click or tap to enter a date.
☐ Task Completed ☐ Deliverable Attached						
<i>Description of progress:</i>						
8.						Click or tap to enter a date.
☐ Task Completed ☐ Deliverable Attached						
<i>Description of progress:</i>						
9.						Click or tap to enter a date.
☐ Task Completed ☐ Deliverable Attached						
<i>Description of progress:</i>						
10. Administrative	Staff					
Total projected cost						



Regional Early Action Planning (REAP) Grant
 Subregional Partnership Program
 Sub-Recipient Reporting Form

Project Metrics Required for Quarterly and Annual Reports

Below are the metrics for this project as approved in consultation with SCAG Project Manager. Please provide the data for the applicable reporting period. Add as many lines as necessary, and you may include other metrics that are also applicable, as appropriate.

Metric	Baseline	As of 3/31/21	As of 6/30/21	As of 9/30/21	As of 12/31/21	As of 3/31/22	As of 6/30/22	As of 9/30/22	As of 12/31/22	As of 3/31/23	As of 6/30/23	Change
Other Quantitative Metrics: (optional)												
Other Qualitative Metrics: (optional)												



Regional Early Action Planning (REAP) Grant
Subregional Partnership Program
 Sub-Recipient Reporting Form

Project Progress Narrative Required for Quarterly and Annual Reports

Project: _____

Please describe in narrative format the progress for this project during the reporting period. Include any actions taken to further project tasks and indicate if the project is proceeding according to the timeline in the Scope of Work Approval Form. List any challenges to progress that occurred during the reporting period and plans to address those challenges. If project was completed during this reporting period, please indicate the date completed, and include any outstanding deliverables with your report.

☐ Project Complete Date Completed: Click or tap to enter a date.
Briefly describe the status of the project as of the end of the reporting period:
List actions taken to further project tasks:
Identify any delays to project schedule and plans to address the delays. (If none, please indicate N/A):
List any other challenges to progress during this reporting period. (If none, please indicate N/A):
Identify any needs for additional technical assistance from SCAG. (If none, please indicate N/A):



Regional Early Action Planning (REAP) Grant
 Subregional Partnership Program
 Subrecipient Reporting Form

Housing Element Progress Required by April 10, 2021 and thereafter on Annual Reports Only

In the section below, please list the jurisdictions your subregional area covers and housing element progress. The rubric below can be used to indicate housing element progress: Use additional space or add additional lines, if needed.

- A. Work on housing element update has not been initiated
- B. Draft housing element update is underway/proceeding, but not yet submitted to HCD
- C. Draft housing element update has been submitted to HCD; HCD review is pending or has been received/
- D. Revised Draft housing element update pursuant to initial HCD review is proceeding
- E. Revised Draft housing element update has been submitted to HCD, HCD review is pending or has been received
- F. Housing element update has been Adopted and submitted to HCD, certification pending
- G. Adopted housing element being revised pursuant to HCD review noncompliance findings
- H. Housing element update has been adopted, submitted to HCD, found in compliance with State law, and is being implemented

Jurisdiction	Housing element progress as reported in application	Housing element progress (A-F) April 2021	Housing element progress (A-F) February 2022	Housing element progress (A-F) February 2023	Housing element progress (A-F) June 2023
		Choose an item.	Choose an item.	Choose an item.	Choose an item.
		Choose an item.	Choose an item.	Choose an item.	Choose an item.
		Choose an item.	Choose an item.	Choose an item.	Choose an item.
		Choose an item.	Choose an item.	Choose an item.	Choose an item.
		Choose an item.	Choose an item.	Choose an item.	Choose an item.
		Choose an item.	Choose an item.	Choose an item.	Choose an item.
		Choose an item.	Choose an item.	Choose an item.	Choose an item.
		Choose an item.	Choose an item.	Choose an item.	Choose an item.

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Western Riverside Council of Governments Executive Committee

Staff Report

Subject: Approval of PSA for GIS Assistance for Housing Element Updates

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

Date: March 1, 2021

The purpose of this item is to request approval of a Professional Services Agreement (PSA) with Houseal Lavigne Associates to provide GIS assistance for Housing Element Updates to WRCOG member agencies. This assistance is funded through the SCAG REAP Subregional Partnership Program and will not utilize any WRCOG funds.

Requested Action:

1. Approve the PSA between WRCOG and Houseal Lavigne Associates, substantially as to form, for GIS technical and advisory support for Housing Element updates to WRCOG member agencies in an amount not to exceed \$480,000 in total.

SCAG's REAP Subregional Partnership Program is meant to assist agencies in increasing housing planning and accelerating housing production to support agencies in meeting Housing Element requirements. WRCOG is eligible to receive up to \$1.678 million and has received approval from SCAG for projects eligible to utilize REAP funding. One of the projects is to provide GIS assistance for Housing Element updates to WRCOG member agencies and this PSA will enable this project to commence.

REAP Introduction

The REAP Subregional Partnership Program is intended to increase planning to accelerate housing production throughout the SCAG region through implementable actions that will increase housing supply to meet the 6th Cycle Regional Housing Needs Assessment (RHNA). The Subregional Partnership Program has been designed to augment and complement funds that are awarded to jurisdictions by the California Department of Housing and Community Development (HCD) pursuant to Senate Bill 2 Planning Grants and the Local Early Action Program.

SCAG also developed additional objectives for the Subregional Partnership Program and, among those objectives, include:

- Align resources with allocation methodology for the 6th Cycle of RHNA to support local jurisdictions in addressing identified housing needs.
- Advance Connect SoCal sustainable development goals including supporting local jurisdictions in promoting housing in priority growth areas to increase access to jobs and transit and reduce environmental impacts.

Procurement Process

WRCOG released a Request for Proposals (RFP 05-20) on December 2, 2020 to solicit interested firms to provide technical assistance to jurisdictions in Western Riverside County and meet the requirements of the

Sixth Cycle Regional Housing Needs Assessment (RHNA) and Housing Element. WRCOG received three submittals from interested firms. A Proposal Review Committee consisting of three WRCOG staff and one staff from the San Bernardino County Transportation Authority reviewed the proposals and the proposal submitted by Houseal Lavigne had the highest scores based on the submittals technical approach and the project team's experience conducting Housing Elements in the state of California.

GIS Assistance for Housing Element Updates

This project (Sites Inventory and 3-D Mapping Application Assistance) will enable member agencies to produce more data-informed and regionally consistent Housing Elements that result in a net-positive production of housing supply and align with state, SCAG, and subregional goals. Member agencies will be able to:

- Identify opportunity sites that align with the HCD and regional planning priorities
- Explore planning policy alternatives to achieve RHNA numbers
- Produce HCD-compliant site inventory reports

Four main tasks have been identified for this project with the goal to provide a final deployment of data and applications to be delivered to individual agencies. Brief descriptions of the main tasks are provided below. The project team is also able to work with agencies without GIS resources or which need additional GIS support. Lastly, this project will deliver a new type of urban planning capability to WRCOG member agencies. The project team will be available for training sessions as it is critical to ensure agency staff are provided the tools through practical lessons.

Task: RHNA Community Snapshot – A comprehensive and interactive Regional RHNA Opportunity Mapping GIS Database: This task will provide comprehensive, RHNA-specific, GIS mapping data from local, regional, state, and federal sources, creating actionable information that can be directly integrated with other project deliverables. The data will provide a foundation for understanding existing conditions and awareness of opportunities for housing development.

Task: RHNA Site Inventory and Opportunity Finder – An interactive and locally configurable application to help jurisdictions find suitable sites: This task will provide a web-based site inventory identification tool that taps into the RHNA Community Snapshot data, going beyond simple vacant site evaluation. The site inventory tool is used to:

- Identify development potential of underutilized properties (critical for supporting non-vacant site requirements early in the site inventory process)
- Emphasize location efficiencies around transit and employment centers
- Promote diverse housing choices and Affirmatively Furthering Fair Housing goals

Task: RHNA Scenarios: This task will provide web-based, 3D scenario planning tools to evaluate the housing production potential within current land-use and zoning policy, and explore policy alternatives to land-use and zoning necessary to achieve RHNA numbers. Scenario planning capabilities are provided via Esri's ArcGIS Urban 3D web-based tools. This task will deliver a fully configured tool with ready-to-use capabilities of ArcGIS Urban utilizing regional land-use and zoning information from SCAG specifically configured to support RHNA efforts. The use of ArcGIS Urban aligns with SCAG's Regional Data Platform strategy, ensuring deliverables are usable throughout the eight-year 6th RHNA Cycle period and beyond.

Task: RHNA Sites Inventory Reporting Tool: This task will provide a RHNA Sites Inventory Reporting Tool that summarizes and reports the overall total and site-specific RHNA numbers that will facilitate the quick and reliable completion of the official HCD Sites Inventory spreadsheet. This process can also be used to support the production of Annual Progress Reports in future years.

Prior Action:

None.

Fiscal Impact:

Expenditures for GIS Assistance for Housing Element Updates to WRCOG member agencies will be reimbursed by SCAG as part of the REAP Subregional Partnership Program.

Attachment:

1. Professional Services Agreement between WRCOG and Houseal Lavigne Associates.

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Item 7.C

Approval of PSA for GIS Assistance
for Housing Element Updates

Attachment 1

Professional Services Agreement
between WRCOG and Houseal
Lavigne Associates

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WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS PROFESSIONAL SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this ____ day of March, 2021, by and between the Western Riverside Council of Governments, a California public agency ("WRCOG") and Houseal Lavigne Associates ("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 Geographic Information Systems (GIS) planning services, is licensed in the State of California, and is familiar with the plans of WRCOG.

2.2 Project.

WRCOG desires to engage Consultant to render such professional services that delivers the Regional Housing Needs Assessment (RHNA) Opportunity Mapping and Policy Explorer to all WRCOG member jurisdictions that will assist in meeting its RHNA targets and goals and will lead to the production of effective Housing Elements ("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 GIS planning services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference, and which are stated in the proposal to WRCOG and approved by WRCOG's Executive Committee. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from March ____, 2021, to June 30, 2023, 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. In the event WRCOG fails to respond to Consultant's submittal(s) in a timely manner, or fails to deliver to Consultant in a timely manner information required by Consultant to prepare a submittal, the Schedule of Services shall be revised to enable sufficient time for Consultant's performance. 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: **Brian Sims, Project Principal, Robert Kain, Project Manager, and Rob Matthews, Technical Manager.**

3.2.5 WRCOG's Representative. WRCOG hereby designates **Christopher Gray, Director of Transportation and Planning**, 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 **Devin Lavigne, 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 subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors 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 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 officials, directors, officers, employees 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 subcontractor to commence work on any subcontract until it has provided evidence satisfactory to WRCOG that the subcontractor has secured all insurance required under this section.

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 subcontractors. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

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

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

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

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, and agents insured status using ISO endorsement forms 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

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

(B) Automobile Liability.

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

(i) Defense costs shall be payable in addition to the limits set forth hereunder.

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

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

(iv) 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.

(v) 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.

(vi) 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.

(vii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, WRCOG has the right but not the duty to obtain the insurance it deems necessary and any premium paid by WRCOG will be promptly reimbursed by 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.

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

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

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 subcontractors, 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 Four Hundred Eighty Thousand, Dollars (**\$480,000.00,**) without written approval of WRCOG's Executive Committee. 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 California Labor Code Requirements.

3.3.5.1 Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq. which require if applicable the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). 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. Consultant shall defend, indemnify and hold the WRCOG, its officials, officers, employees 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. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.3.5.2 If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

3.3.5.3 This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the WRCOG. Consultant shall defend, indemnify and hold the WRCOG, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

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 and will be provided to WRCOG upon request. 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. Consultant shall be required to provide Documents and Data 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: Houseal Lavigne Associates
680 E. Colorado Boulevard, Suite 180
Pasadena, California 91101
Attn: Devin Lavigne

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

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

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. Upon payment of the total compensation, Consultant grants WRCOG the nonexclusive, perpetual, non-transferable limited license to use the software developed by Consultant required for the Services. Consultant further grants WRCOG the non-exclusive, perpetual non-transferable limited license to the use of any and all software outputs, including data derivatives, regional data reports, studies, drawings, estimates and other documents 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 and Data"). Consultant shall require all subcontractors to agree in writing that WRCOG is granted a non-exclusive and perpetual license for any Documents & Data

the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no representation or warranty of any kind with regard to any software or Documents & Data which were prepared by anyone other than Consultant or provided to Consultant by WRCOG. Subject to the license restrictions set forth above, 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. Consultant makes no warranty or representation that software licensed to WRCOG hereunder will perform without defect after the term of this Agreement.

3.5.3.2 Intellectual Property. All intellectual property, software, computer programs, enhancements, services, computer applications, and any and all other materials, documents and services developed or prepared by Consultant which are not the copyright of any other party or publicly available are, and shall at all times remain the property of Consultant.

3.5.3.3 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data pertaining to the WRCOG RHNA Sites Inventory task 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 the WRCOG, its 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 attorney's 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 and/or volunteers, for any and all reasonable legal expenses and costs, including reasonable attorney's 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 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 subcontractors of Consultant, except as otherwise specified in this Agreement. All references to WRCOG include its elected 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, officer 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 intentionally or unintentionally discriminate, harass, or allow harassment against any sub-contractor, employee or applicant for employment because of race, color, ancestry, national origin, religion, creed, age, mental or physical disability, sex, gender (including pregnancy, childbirth, breastfeeding or related medical conditions), sexual orientation, gender identity, gender expression, medical condition, genetic information, marital status, or military or veteran status. religion, color, national origin, handicap, ancestry, sex or age. Additionally, Consultant shall not intentionally or unintentionally discriminate, harass, or allow harassment against any sub-contractor, employee or applicant for employment who complained about discrimination, filed a charge of discrimination, or participated in an employment discrimination investigation or lawsuit. 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 WRCOG's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted. If WRCOG suspects Consultant or a sub-contractor has discriminated, harassed, or allowed harassment against another, WRCOG may refer the matter to the appropriate state or federal agency for further investigation. For a breach or violation of this provision, WRCOG shall have the right to rescind this Agreement without liability.

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 require 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

Houseal Lavigne Associates

By: _____
Rick Bishop
Executive Director

By: _____
Devin Lavigne
Principal

APPROVED AS TO FORM:

By: _____
General Counsel
Best Best & Krieger, LLP

**EXHIBIT “A”
SCOPE OF SERVICES**

GIS Assistance for Housing Element Updates

Task 1: Project Initiation and Setup

1.1 Kick-off meeting with WRCOG staff

The Project Team will conduct a kick-off meeting with WRCOG staff to ensure a strong start to the project. to do introductions, discuss roles and responsibilities, communication methods and cadence, as well as review project goals, resources, milestones, and project timeline.

The purpose of this meeting will be to 1) review overall project objectives and resources; 2) refine the work program for the project as needed; 3) review and establish the roles and responsibilities for key personnel; 4) discuss communication methods, protocols, and cadence; and 5) establish an initial schedule for the project that will be further refined in Task 1.2.

1.2 Develop Project Schedule

Based on the results of the kick-off meeting and other preliminary activities, the Project Team will prepare a comprehensive and detailed project schedule with clearly identified project milestones such as staff review periods, draft and revised deliverables, and training events. We understand that rapid deployment of the proposed tools is critical to providing timely value to member cities during the first few months of 2021. To that end, we will carefully coordinate the effort with respect to HCD review deadlines and potential CEQA-related work.

1.3 Support Solicitation of Participating Cities

As the project gets underway, the Project Team will support WRCOG's outreach to member cities to solicit participation in this effort. This may include quick demonstrations, targeted discussions around needs, or identification of which tools are appropriate for cities that may already be underway with RHNA work.

1.4 Project Management

Regular and “as-needed” meetings and conference calls with WRCOG staff will be held frequently throughout the planning process to ensure an open communication and exchange of ideas. These calls will also be used to provide important status updates, resolve any outstanding issues, and assess progress toward next milestones. We recommend standing bi-weekly calls between the Project Team and WRCOG staff to keep the project on track throughout the duration of the assignment. Meeting notes will be provided following each call with clearly identified action items and assigned owners. Invoices will provide notes on tasks performed for each contributor.

Task 1 Deliverables

1. Detailed project schedule with project milestones
2. Summary Memorandum of key topics and action items from kickoff meeting

Task 2: RHNA Community Snapshot – A comprehensive and interactive Regional RHNA Opportunity Mapping GIS Database

This task will provide **comprehensive, RHNA-specific GIS mapping data** from local, regional, state, and federal sources, creating actionable information that can be directly integrated with other project deliverables. The data will provide a foundation for understanding existing conditions and awareness of opportunities for housing development.

2.1 Data Collection

This project will make use of data ranging from national to local sources. The project team understands the importance of data that accurately reflect the context of the WRCOG region. Where local datasets are needed, it is expected that data will come from a combination of member cities, County of Riverside, as well

as SCAG. Houseal Lavigne will provide a detailed and prioritized list of local data needed for the project and work with WRCOG and local member agencies to acquire the data. Houseal Lavigne will acquire regional, state, and national data independently. We will coordinate with SCAG to utilize the best available regional data available, e.g. data provided in SCAG's new HELPR application, and we will build on these datasets to provide additional value and regional context to WRCOG member agencies. Our intent is to take ownership of this process and make strategic recommendations given our expertise with GIS, urban planning, and the RHNA process and the expressed limited GIS data owned by WRCOG.

2.2 Data Review, Integration, and Analysis

Houseal Lavigne will perform an initial data review and quality assessment for accuracy and completeness. The value of results from the project are dependent on the quality of the input data. In our work with similar regional data, our assessment is that the quality is very good, but no dataset at this scale can be totally free from errors or missing information. It is outside the scope of this project to perform an intensive parcel-by-parcel review of the input data. Houseal Lavigne will look to use systematic approaches to identifying and resolving data accuracy and completeness issue, including integration of multiple data sources to provide a solid data foundation. We will provide methods that allow local member agencies to modify the data as issues are discovered through a simple, web-based quality control process (see Task 3.3). This will allow local member agencies a direct means of ensuring data quality throughout their work. Note: While not scoped as a part of this effort, updated information could be provided to SCAG to help improve the overall quality and completeness of the region's data as part of the emerging Regional Data Platform.

2.3 3D Basemap Creation

This project will provide a **WRCOG territory-wide, web-based 3D basemap, for incorporated areas**, including the physical context of each community (e.g. terrain and 3D existing buildings and trees), to act as the planning canvas to explore opportunities for housing development. The goal is to provide conceptual clarity around visualization of the urban context and the setting for RHNA-related decisions.

The creation of the basemap will utilize USGS and/or NOAA LiDAR unless local sources of LiDAR are available (and are newer and higher quality). Resulting 3D buildings and trees created from this process provide a powerful context for visualizing urban context and the setting for RHNA-related decisions. A quantifiable accuracy assessment will be provided as part of the deliverable.

Houseal Lavigne will refine the process necessary to resolve systematic inaccuracies but will not make edits to individual buildings or trees. As outlined in Task 7.2, Houseal Lavigne will provide training on how to make modifications to the 3D buildings and trees. Nevertheless, such quality control may improve visual fidelity, it will not be required to support later activities.

Task 2 Deliverables

1. RHNA-specific, WRCOG regional GIS datasets and documentation for use by all member agencies
2. WRCOG regional 3D basemap map, including 3D terrain, 3D buildings, and 3D trees, for use by all member agencies.

Task 3: RHNA Site Inventory and Opportunity Finder – An interactive and locally configurable application to help cities “find the right place to do the right thing”

This task will provide a web-based **site inventory identification tool** that taps into the RHNA Community Snapshot data, going beyond simple vacant site evaluation. Our site inventory tool is used to:

- Identify development potential of underutilized properties (critical for supporting nonvacant site requirements early in the site inventory process),
- Emphasize location efficiencies around transit and employment centers, and
- Promote diverse housing choices and Affirmatively Furthering Fair Housing goals.

This task will deliver fully configured suitability tool with ready-to-use capabilities built on top of Esri's Policy Validation Application (PVA).

3.1 Site Inventory Data Preparation

Expanding on the RHNA Community Snapshot data, this task will perform additional spatial analysis to support site inventory identification and compile the data into a single, parcel-level data layer for use in the web-based application.

3.2 Site Inventory Review Application

This task will deliver a **web-based site inventory review application** that allows each member agency to further refine and locally calibrate the underlying data used by the site inventory application with local knowledge and expertise, to help ensure a complete and accurate picture of opportunities on the ground. This may include awareness of key projects in the development pipeline, near-term land assembly or disposition, recently vacated or underutilized properties, or those properties deemed suitable by the model but should be excluded based on local knowledge. As outlined in Task 7, Houseal Lavigne will train staff on the use of the tools and administering the application.

While the above is our preferred method for the identification of opportunity sites, this can be augmented by other methods, including the use of the recently created HELPR tool from SCAG. For member cities that have already identified initial sites, such sites can be used as inputs to the scenario planning tools in the next Task.

3.3 Suitability Model Creation

In this task, Houseal Lavigne will develop a suitability model for identifying opportunity sites for housing production. The suitability model helps agencies surface “needle in a haystack” opportunity sites by evaluating numerous criteria in a single, easy-to-use model. The initial model will be developed based on RHNA regulations and the data created in this project. The initial model developed by Houseal Lavigne can be easily modified by member agencies to suit local conditions.

Task 3 Deliverables

1. RHNA-specific, WRCOG regional GIS information at a parcel-level to support the creation of a RHNA site inventory list
2. A web-based mapping application enabling local staff to update and correct information used to create a RHNA site inventory list
3. Creation of a RHNA-specific weighted suitability model to identify sites conducive to housing production and for the creation of a RHNA site inventory list

Task 4: RHNA Scenarios

This task will provide web-based **3D scenario planning tools** to evaluate the housing production potential within current land use and zoning policy and explore policy alternatives to land use and zoning necessary to achieve RHNA numbers. Scenario planning capabilities are provided via Esri’s ArcGIS Urban 3D web-based tools. This task will deliver a fully configured tool with ready-to-use capabilities of ArcGIS Urban utilizing regional land use and zoning information from SCAG specifically configured to support RHNA efforts. The use of ArcGIS Urban aligns with SCAG’s Regional Data Platform strategy, ensuring deliverables are usable throughout the eight-year Sixth RHNA Cycle period and beyond.

ArcGIS Urban provides **automated site yield calculations** based on underlying land use and zoning for each planning scenario. This allows for quickly refined plans with less costly and error-prone reporting overhead. ArcGIS Urban provides a **zoning and land use explorer** to quickly and easily test policy changes needed to achieve the necessary density for affordable housing production. ArcGIS Urban provides a **visual context for planning decisions**. Unlike planning with spreadsheets, which are divorced from the visual and spatial context of the decisions, ArcGIS Urban provides a built-in visual context for building and evaluating RHNA Scenarios. This means that decisions can be seen within the community context, strengthening policy through place-based, spatial awareness. This visual context also allows for effective communication with WRCOG staff, SCAG, HCD, and other stakeholders at the local level.

This task will deliver a **development capacity dashboard** showing overall housing yields and providing automated accounting of total RHNA numbers by income level for the opportunity sites being considered. This allows for quick evaluation of the gap in RHNA housing units at each step of the scenario design process. As policy and market assumptions about each stie are clarified, the numbers are added to a scorecard. There are multiple ways of achieving RHNA targets, and RHNA Scenarios allow for the comparison of pros and cons associated with each pathway, ultimately leading to data-informed, defensible decisions.

4.1 ArcGIS Urban Configuration and Data Preparation

In this task Houseal Lavigne will acquire, review, and prepare necessary data needed by ArcGIS Urban. Much of these datasets overlap with the RHNA Community Snapshot information. One primary addition is zoning code development standards, e.g. maximum height, maximum floor area ratio (FAR), maximum coverage, minimum setbacks, maximum dwelling units per acre, etc. As a basis for this work, Houseal Lavigne will utilize information from SCAG's regionalized data based on local zoning codes from 2016. Houseal Lavigne will work with local member agencies to identify and resolve changes to the zoning codes since 2016. Houseal Lavigne will also calibrate critical application settings to align with local conditions, ensuring reasonable capacity metrics can be generated by the application. This work will be performed based on Houseal Lavigne's unique and intimate knowledge of the software and depth of local planning knowledge.

4.2 Configuration of Development Capacity Dashboard

In this task Houseal Lavigne will define and configure locally calibrated RHNA related reporting metrics, the most important of which is total potential housing production per RHNA income level. Other supporting metrics will be provided, e.g. number of potential households by building type, within districts/wards/neighborhoods, percentage of potential households within each type of opportunity area as part of Affirmatively Furthering Fair Housing goals, etc. The dashboard will include all potential types of housing, including accessory dwelling units (ADUs) and mixed-use projects. The dashboard will provide an overall view of the local RHNA 'Target' (which includes any carryover from the previous cycle, Sixth cycle obligation, and a ~15-20% additional buffer to address SB166 'no net loss' requirements).

Task 4 Deliverables

1. WRCOG regional GIS datasets and maps used by ArcGIS Urban
2. Locally calibrated configuration tables used by ArcGIS Urban and the Development Capacity Dashboard for capacity metric calculations

Task 5: RHNA Sites Inventory Reporting Tool

This task will provide a **RHNA sites inventory reporting tool** that summarizes and reports the overall total and site-specific RHNA numbers from the, facilitating the quick and reliable completion of the official HCD Sites Inventory spreadsheet. This process can also be used to support the production of Annual Progress Reports in future years.

Task 5 Deliverables

1. HCD-compliant RHNA reporting tool

Task 6: Deployment

Houseal Lavigne will prepare GIS data and create application configurations at the regional level to promote methodological consistency among member cities and to gain operational efficiencies. However, final deployment of data and applications will be delivered to individual member agencies. We feel this provides the most actionable implementation by the individual local agencies who need the information for updating their Housing Elements and reduces WRCOG's management overhead.

Delivery will be in the form of Esri File Geodatabases and hosted feature services within the local agencies Esri ArcGIS Online Organization. Applications like ArcGIS Urban are web-hosted applications and do not

need to be installed or deployed on individual local agency systems. Deployment schedule can either be all at once when all components have been full prepared or deployed in phases based on priority of capabilities needed to support Housing Element updates.

Note: Houseal Lavigne can work with cities without GIS resources or who need additional GIS support beyond what is defined within the scope of this project. We can work with WRCOG on the best way to facilitate this support.

Task 6 Deliverables

1. RHNA-specific datasets delivered in Esri File Geodatabase format and as hosted services in each city's ArcGIS Online Organization
2. Configured and ready-to-use implementation of Esri's ArcGIS Urban hosted in each city's ArcGIS Online Organization
3. Configured and ready-to-use implementation of Esri's Policy Validation Application in each city's ArcGIS Online Organization
4. Configured and ready-to-use development capacity dashboard
5. Configured and ready-to-use HCD-compliant RHNA reporting tool

Task 7: Training and Follow-Up Support

This project will deliver a new type of urban planning capability to WRCOG member agencies. Critical to the successful adoption of these capabilities is ensuring staff are provided with training on the tools through practical lessons and ensuring staff within the agencies have knowledge of how to “own” the technology and data after project completion.

7.1 Application User Training

Houseal Lavigne will conduct up to three (3) remote training sessions for local agency planning department staff who will utilize the technology to complete Housing Element updates. Due to COVID-19 restrictions, all training will be provided remotely by Zoom or equivalent web meeting or webinar. Sessions will be limited to ten (10) participants per session to ensure Houseal Lavigne training staff can provide the necessary assistance to attendees. Training sessions will be recorded for future reference and for those who are unable to attend the live training and will be delivered to local cities. Attendees will only need their work computer, the Chrome browser, and access to ArcGIS Online (as provided in a previous task).

7.2 Administrator Training

Houseal Lavigne will conduct up to two (2) remote training sessions for local agency GIS and/or technology staff who will administer the technology and data. We feel this is an important component to ensure the local agencies can “own” project deliverables after project completion.

7.3 Follow-Up Support

Houseal Lavigne will host up to four (4) two-hour workshops after deployment and training sessions to ensure staff can ask questions and successfully utilize the capabilities. A group workshop format is preferred so agencies can learn from each other and build relationships across the region.

Task 7 Deliverables

1. Three (3) remote, application user training sessions for local agencies
2. Two (2) remote, administrator training sessions for local agencies
3. Four (4) remote, follow-up support workshops for local agencies
4. Training session videos and documentation

EXHIBIT “B” SCHEDULE OF SERVICES

Project Schedule

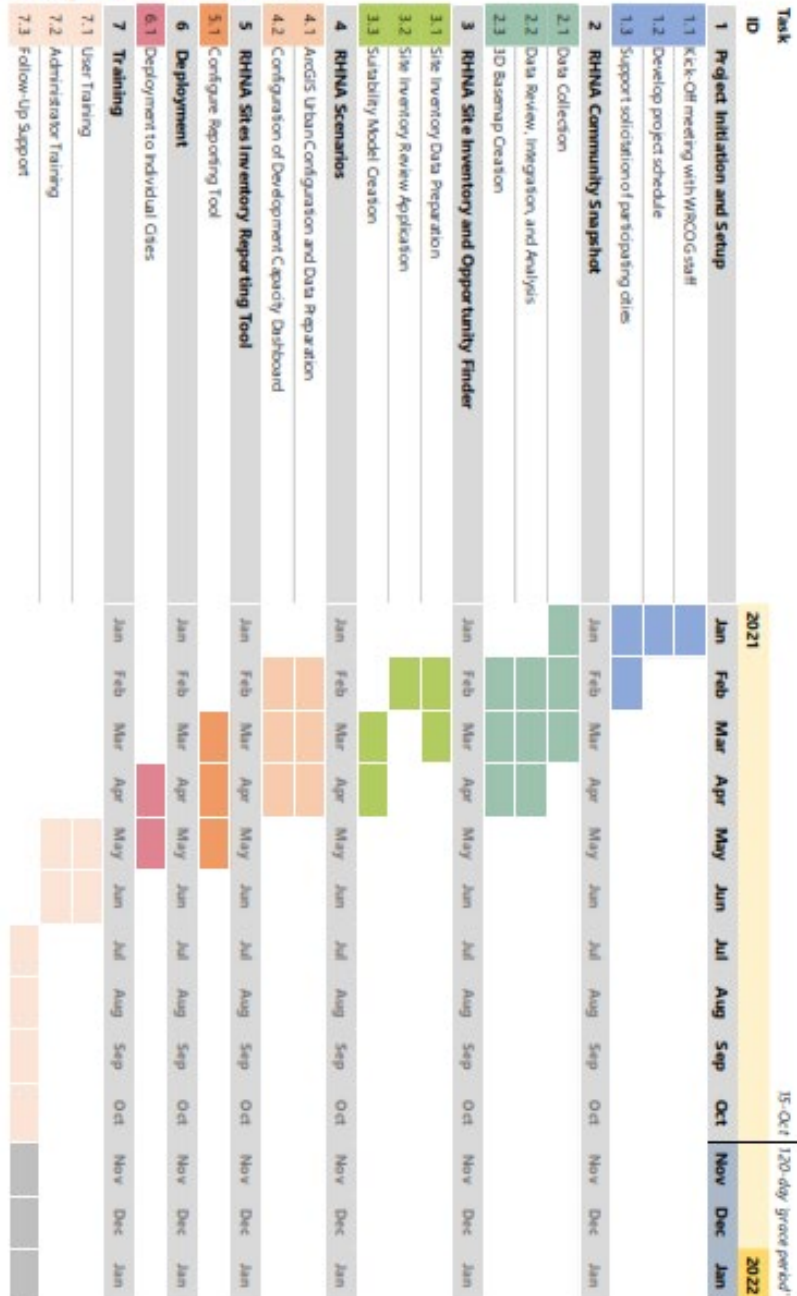


EXHIBIT “C” COMPENSATION

Estimated Budget by Task

ID	Task	Cost
1	Project Initiation and Project Management	
1.1	Kick-Off Meeting with WRCOG Staff	4,200
1.2	Develop Project Schedule	2,500
1.3	Support Solicitation of Participating Cities	3,500
1.4	Project Management	30,000
2	RHNA Community Snapshot	
2.1	Data Collection	4,600
2.2	Data Review, Integration, and Analysis	49,800
2.3	3D Basemap Creation	64,200
3	RHNA Site Inventory and Opportunity Finder	
3.1	Site Inventory Data Preparation	28,400
3.2	Suitability Model Creation	37,500
3.3	Site Inventory Review Application	35,300
4	ArcGIS Urban 3D Web Tools	
4.1	ArcGIS Urban Configuration and Data Preparation	25,700
4.2	Configuration of Development Capacity Dashboard	91,500
5	RHNA Sites Inventory Reporting Tool	
	Configuration of Sites Inventory Reporting Tool	61,700
6	Deployment	
	Deployment of Tools and Capabilities	17,900
7	Training and Follow-Up Support	
7.1	User Training	7,600
7.2	Administrator Training	6,040
7.3	Follow-Up Support	9,560
Estimated 'Not to Exceed' Total		\$ 480,000

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Western Riverside Council of Governments Executive Committee

Staff Report

Subject: 2nd Quarter Draft Budget Amendment for Fiscal Year 2020/2021

Contact: Andrew Ruiz, Chief Financial Officer, aruiz@wrcog.us, (951) 405-6740

Date: March 1, 2021

The purpose of this item is to request approval of WRCOG's 2nd Quarter draft Budget Amendment for Fiscal Year 2020/2021.

Requested Action:

1. Approve the 2nd Quarter draft Budget Amendment for Fiscal Year 2020/2021.

Fiscal Year 2020/2021 Update and Impacts Related to COVID-19

Due to the uncertain long-term impacts of COVID-19, a conservative approach was taken in WRCOG's budget development. Overall, the Agency's budget was cut by approximately 30%, which was primarily attributable to the anticipated reduction in TUMF revenues. Certain programs, like TUMF and PACE, were anticipated to decline the most due to COVID-19. However, the TUMF Program has held steady and staff do not anticipate to further reduce the TUMF budget.

Regarding residential PACE (R-PACE), the HERO Program ended when Renovate America terminated the HERO product and subsequently filed for Chapter 11 bankruptcy at the end of December 2020. Additionally, at the December 2020 Executive Committee meeting, staff was directed to terminate the remaining R-PACE administration agreements with the two other companies that have partnered with WRCOG, Renew Financial and PACE Funding Group. Those other programs are currently winding down and will end their operations with WRCOG in a few months.

During the budget development process, staff also took into consideration its liabilities such as its pension obligations to CalPERS, as those are anticipated to increase as well. Staff also worked on making sound long-term financial decisions, such as reducing administrative costs by moving to a smaller office space and also making commitments to reduce long-term retirement obligations by paying it down faster. Staff also worked to add new programs and has been able to recover start-up costs on launched programs.

HERO Program Update

WRCOG's PACE Program provides financing to property owners to implement energy saving, renewable energy, water conservation, and seismic strengthening improvements to their homes and businesses. Financing is paid back from assessments revenues generated by placing a lien on the subject property's tax bill. The Program was initiated in December 2011 and was expanded in 2014 to allow jurisdictions throughout the state to join WRCOG's Program and allow property owners in these jurisdictions to participate.

Effective October 16, 2020, Renovate America discontinued accepting new HERO applications and will be winding down its HERO Program completely in the coming months. With Renovate America exiting WRCOG's PACE Program, there will no longer be a statewide R-PACE provider under WRCOG's umbrella.

In prior years, WRCOG experienced excess revenues from the PACE Programs, specifically the CA HERO Program, which were used to build Agency reserves and fund other agency / member activities and initiatives, such as BEYOND, Fellowship, Grant Writing, Experience, Streetlights, and Western Community Energy (WCE).

The exit of Renovate America from PACE presents WRCOG with a number of options and decisions to make related to the future of the residential aspect of the Program. As has been previously reported, over the past four years there has been a marked decline in the volume of residential PACE assessments. Simultaneously, there has also been a marked increase in the number of recorded payoffs of existing PACE assessments each year. The table below presents the changes in PACE Program activities since Fiscal Year (FY) 2016/2017.

HERO Projects by Fiscal Year			Payoffs by Fiscal Year
Fiscal Year	Completed Projects	Percentage Decrease from Prior Year	Payoffs
2016/2017	23,560	-	6,591
2017/2018	13,537	43%	11,042
2018/2019	3,775	72%	10,449
2019/2020	1,601	58%	10,120

The residential aspect of PACE has seen several regulatory changes that WRCOG has supported since 2018, including bolstering consumer protections, strengthened underwriting criteria, and enhanced protections for senior citizens. While this has enhanced the Program overall, these changes, along with market saturation and other PACE providers entering the market, explain most of the decline since FY 2016/2017.

Based on the average number of PACE payoffs and the number of existing assessments, staff anticipates the total number of existing assessments could be less than 10,000 by FY 2023/2024. In concert with the changing nature of new PACE assessments versus existing PACE payoffs, staff has shifted from processing, recording, and signing off on new assessments to the ongoing administration of the remaining bank of over 40,000 assessments. This administrative work includes selling delinquencies, processing refunds, and annual fees tied to the assessment. Based on this shifting workload, WRCOG has commensurately adjusted staffing to respond to work needs by utilizing payoff and annual administrative costs to cover staffing.

Through December 31, 2020, the HERO Program has collected \$306,468 in revenues for new projects against a budgeted amount of \$576,770, a difference of \$270,302. Since the Program will no longer be collecting revenues for new projects, this amount will be reduced and offset against an anticipated carryover that was budgeted. The anticipated carryover was \$290,000, so it will cover what the revenues will be reduced by. As stated above, WRCOG is still obligated to service these assessments throughout their remaining life and will continue to collect revenues related to administrative functions, including customer support.

Net Expenditure increase to the Energy Department: \$0

Prior Actions:

February 10, 2021: The Administration & Finance Committee recommended that the Executive Committee approve the 2nd Quarter draft Budget Amendment for Fiscal Year 2020/2021.

January 28, 2021: The Finance Directors Committee recommended that the Executive Committee approve the 2nd Quarter draft Budget Amendment for Fiscal Year 2020/2021.

Fiscal Impact:

For the 2nd Quarter of Fiscal Year 2020/2021, there will be a total net increase in expenditures of \$0.

Attachment:

1. 2nd Quarter draft Budget amendment for Fiscal Year 2020/2021.

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Item 7.D

2nd Quarter Draft Budget
Amendment for Fiscal Year
2020/2021

Attachment 1

2nd Quarter draft Budget amendment
for Fiscal Year 2020/2021

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**Western Riverside Council of Governments
2nd Quarter Budget Amendment
For the Year Ending June 30, 2021**

Thru Actual 12/31/2020	Approved Budget 6/30/2021	Amendment Needed 12/31/2020
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Program: HERO

Revenues

WRCOG HERO Revenue	28,588	78,375	(49,787)
WRCOG HERO Recording Revenue	22,755	57,915	(35,160)
California HERO Sponsor Revenue	145,344	272,000	(126,656)
California HERO Recording fee Revenue	109,781	168,480	(58,699)
Total Revenues	\$ 306,468	\$ 576,770	\$ (270,302)

Expenses

Fund Balance Carryover	-	290,758	270,302
Total Expenses	\$ -	\$ 290,758	\$ 270,302

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Western Riverside Council of Governments Executive Committee

Staff Report

Subject: TUMF Program Activities Update: Approval of Reimbursement Agreement Amendments

Contact: Cameron Brown, Program Manager, cbrown@wrcog.us, (951) 405-6712

Date: March 1, 2021

The purpose of this item is to request approval of multiple Transportation Uniform Mitigation Fee (TUMF) Reimbursement Agreement Amendments.

Requested Actions:

1. Authorize the Executive Director to execute a TUMF Reimbursement Agreement Amendment with the City of Perris for the Engineering, Right-of-Way, and Construction Phases of the Goetz Road Widening from Ethanac Road to Case Road Project in an amount not to exceed \$2,506,000.
2. Authorize the Executive Director to execute a TUMF Reimbursement Agreement Amendment with the City of Temecula for the Planning, Engineering, Right-of-Way, and Construction Phases of the French Valley Parkway / I-15 Overcrossing & Interchange Project in an amount not to exceed \$11,575,000.

WRCOG's TUMF Program is a regional fee program designed to provide transportation and transit infrastructure that mitigates the impact of new growth in Western Riverside County.

TUMF Reimbursement Agreements Amendments

Two Reimbursement Agreement Amendments are being presented for approval. A Reimbursement Agreement is a document between WRCOG and a member agency which allows WRCOG to provide funding to the agency for TUMF expenses incurred for the planning, design, and/or construction of a TUMF project.

The City of Perris:

1. The Goetz Road Widening from Ethanac Road to Case Road Project Agreement is amended to increase the Right-of-Way phase by \$1,100,000 and to increase the Construction phase by \$715,000, consistent with the TUMF Northwest Zone Transportation Improvement Plan. The Agreement covers the Engineering, Right-of-Way, and Construction Phases in an amount not to exceed \$2,506,000.

The City of Temecula:

2. The French Valley Parkway / I-15 Overcrossing & Interchange Project Agreement is amended to decrease the Right-Of-Way phase by \$743,100 and reallocate these funds to the Plan, Specification & Engineering phase, consistent with the TUMF Central Zone Transportation Improvement Plan. The Agreement covers the PA&ED, Engineering, Right-of-Way Phases, and Construction phases in an amount not to exceed \$11,575,000.

Prior Action:

None.

Fiscal Impact:

Transportation Department activities are included in the Agency's adopted Fiscal Year 2020/2021 Budget under the Transportation Department.

Attachments:

1. TUMF Reimbursement Agreement Amendment with the City of Perris for the Goetz Road Widening from Ethanac Road to Case Road Project.
2. TUMF Reimbursement Agreement Amendment with the City of Temecula for the French Valley Parkway / I-15 Overcrossing & Interchange Project.

Item 7.E

TUMF Program Activities Update:
Approval of Reimbursement
Agreements Amendments

Attachment 1

TUMF Reimbursement Agreement
Amendment with the City of Perris for
the Goetz Road Widening from
Ethanac Road to Case Road Project

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

GOETZ ROAD WIDENING BETWEEN ETHANAC ROAD AND CASE ROAD

This Amendment No. 1 to Transportation Uniform Mitigation Fee Program Agreement (“Amendment No. 1”) is entered into this _____ day of _____, 2021, by and between the WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS (“WRCOG”) and **CITY OF PERRIS** (“AGENCY”). WRCOG and the AGENCY are sometimes referred to individually as “Party” and collectively as “Parties.”

RECITALS

A. WRCOG and AGENCY have entered into an agreement titled “Transportation Uniform Mitigation Fee Program Agreement” that is dated **October 25, 2019** (“Agreement”). The Agreement provides the terms and conditions, scope of work, schedule, and funding amount for the construction of the **Goetz Road Widening between Ethanac Road and Case Road** (hereinafter the “Project”).

B. The Parties desire to amend the Agreement by increasing the funding amount pursuant to Sections 6 and 33 of the Agreement.

D. The purpose of the funding increase is to include all project phases, right of way and construction, currently programmed in the 2020 Central Zone 5-Year TUMF Program that were not part of the original agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and subject to the

conditions contained herein, the Parties hereby agree as follows:

1. The Funding Amount contained in Section 2 of the Agreement, as amended by Amendment No. 1 is hereby increased by One Million Eight Hundred Fifteen Thousand Dollars (\$1,815,000) from Six Hundred and Ninety-One Thousand Dollars (\$691,000) to an amount not to exceed Two Million Five Hundred Six Thousand Dollars (\$2,506,000).

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

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

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

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

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

WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS

[INSERT NAME OF AGENCY]

By: _____
Rick Bishop, Executive Director

By: _____
Clara Miramontes, Acting City Manager

Approved to Form:

Approved to Form:

By: _____
Steven C. DeBaun
General Counsel

By: _____
Eric Dunn
General Counsel

Attest:

By: _____
Nancy Salazar, City Clerk

Exhibit A
SCOPE OF SERVICES

SCOPE OF WORK: Project includes all phases of project development for the widening of Goetz Road between Ethanac Road and Case Road within the City of Perris to a total of four through lanes, with additional turn pockets at major intersections as warranted by traffic volumes. The project length is 2.17 miles (4.34 lane miles). Within the project reach, the majority of the roadway has two existing lanes.

Along with lane widening, curb and gutter, sidewalks and minor storm drain facilities will be installed throughout the project limits. The project will also widen the existing bridge that crosses over Perris Valley Channel. The project is located entirely within Perris City Limits, and the City will be the lead for all project phases.

All three phases of the project development, engineering, right of way, and construction are funded herein.

EXHIBIT “A-1”
ESTIMATE OF COST

Phase	TUMF	LOCAL	TOTAL
PA&ED			
PS&E	\$691,000.00		\$691,000.00
RIGHT OF WAY	\$1,100,000.00		\$1,100,000.00
CONSTRUCTION	\$715,000.00		\$715,000.00
TOTAL	\$2,506,000.00		\$2,506,000.00

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

The Project Approval and Environmental Document and design is complete; right of way acquisition is complete; construction started on December 2020 with an anticipated completion date of Summer 2021.

Phase	Estimated Completion Date	Estimated Cost	Comments
PA&ED	Spring 2020		Complete
PS&E	Fall 2020	\$691,000.00	Complete
RIGHT OF WAY	Fall 2020	\$1,100,000.00	Complete
CONSTRUCTION	Summer 2021	\$7,000,000.00	Under Construction (City is responsible for \$6,285,000, funding shortfall)
TOTAL		\$8,791,000.00	

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Item 7.E

TUMF Program Activities Update:
Approval of Reimbursement
Agreements Amendments

Attachment 2

TUMF Reimbursement Agreement
Amendment with the City of
Temecula for the French Valley
Parkway / I-15 Overcrossing &
Interchange Project

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**AMENDMENT NO. 2 TO TRANSPORTATION UNIFORM MITIGATION FEE
PROGRAM REIMBURSEMENT AGREEMENT**

FRENCH VALLEY PARKWAY/I-15 OVERCROSSING & INTERCHANGE

This Amendment No. 2 to Transportation Uniform Mitigation Fee Program Agreement (“Amendment No. 2”) is entered into this _____ day of _____, 2021, by and between the WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS (“WRCOG”) and the CITY OF TEMECULA, a municipal corporation (“AGENCY”). WRCOG and the AGENCY are sometimes referred to individually as “Party” and collectively as “Parties.”

RECITALS

A. WRCOG and AGENCY have entered into multiple agreements titled “Transportation Uniform Mitigation Fee Program Agreement”, for the PA & ED, PS & E, and ROW Phase of Work; dated August 15, 2010 and Amendment 1 dated August 30, 2012, December 13, 2011, and September 10, 2012, respectively.

B. The Agreement provides the terms and conditions, scope of work, schedule and funding amount for the delivery of the **FRENCH VALLEY PARKWAY/I-15 OVERCROSSING & INTERCHANGE PROJECT** (“Project”), a Qualifying Project, which provides funding for the PA & ED, PS & E, ROW, and CONSTRUCTION Phases of the Project, as described in Exhibit ‘A’, Scope of Work.

C. The Parties now desire to amend the Funding Amounts specified in the Agreement to reallocate program funding, in accordance with Exhibit ‘A-1’, Estimate of Cost (Funding Table), pursuant to Sections 6 of the Agreement; and to consolidate the Scope of Work

specified in the Agreements to include all Phases of the Project, for PA & ED, PS & E, ROW, and CONSTRUCTION.

D. Funds are being requested to be reallocated to support project cost adjustments associated with the PS&E Phase of Work, and to consolidate all Qualifying Project TUMF Program Funds and Scope of Work, as described in the Agreement.

AGREEMENT

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

1. The Funding Amount contained in Section 2 of the Agreement is hereby consolidated to include all Qualifying Project, TUMF Program Funds and all Phases of Work, previously acknowledged and approved in Agreements with the Parties, for a total amount of **Eleven Million, Five Hundred Seventy-Five Thousand Dollars (\$11,575,000).**

2. The foregoing consolidated TUMF Program Funds for a total Funding Amount is within the Maximum TUMF Share.

3. Exhibit "A-1" 'Estimate of Cost' of the Agreement is hereby replaced in its entirety by Exhibit "A-1" 'Estimate of Cost' of this Amendment No. 2, which is attached hereto and incorporated by reference.

4. Exhibit 'A' Scope of Work of the Agreement is hereby replaced in its entirety by Exhibit 'A' Scope of Work of the Amendment No. 2, which is attached hereto and incorporated by reference.

5. The above-stated Recitals are hereby incorporated into this Amendment No. 2.

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

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 2 to be executed
by their duly authorized representatives to be effective on the day and year first written above.

**WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS**

CITY OF TEMECULA

By: _____
Rick Bishop
Executive Director

By: _____
Aaron Adams
City Manager

Approved as to Form:

Approved as to Form:

By: _____
Steven C. DeBaun
General Counsel

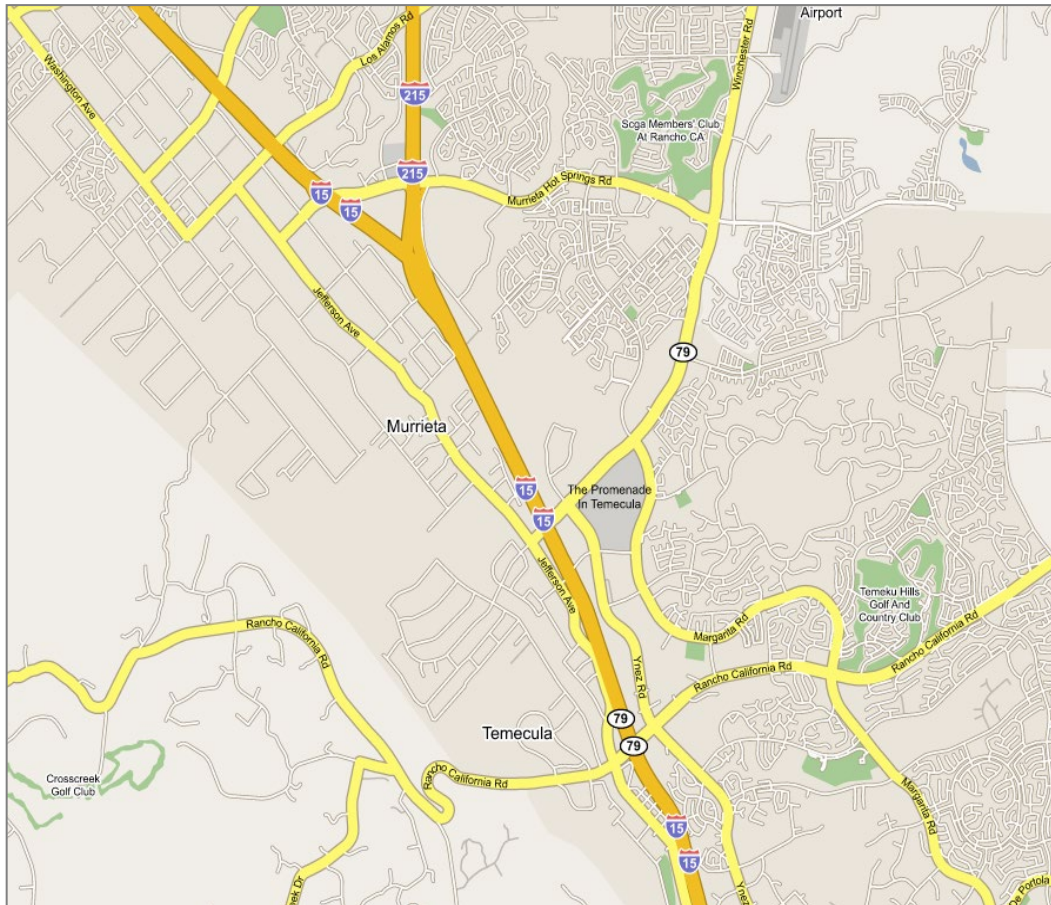
By: _____
Peter M. Thorson
City Attorney

Attest:

By: _____
Randi Johl
City Clerk

EXHIBIT 'A'**SCOPE OF WORK**

The French Valley Parkway/I-15 Overcrossing and Interchange Improvement Project provides for the construction of a new freeway interchange on I-15 between the existing Winchester Road Interchange and the I-15/I-215 junction on the border of the cities of Temecula and Murrieta. The proposed project utilizes a partial cloverleaf interchange at French Valley Parkway, with loop on-ramps and direct off-ramps in the northwest and southeast quadrants, and direction on-ramps in the southwest and northeast quadrants.



The Scope of Work and TUMF funding under the terms of this Agreement include Project Approval/Environmental Documents (PA & ED), Plans, Specifications and Estimates (PS & E), Right-of-Way Acquisition (ROW), and Construction, as follows;

- Project Approval/Environmental Documents (PA & ED): This project is subject to the requirements of the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA). Work activities include record searches, field surveys and measurements, and analyses necessary to prepare technical reports such as the Floodplain Evaluation Report Summary, Flood Plan and Scour Analysis Report, Historic Property Survey Report, Air Quality Conformity Analysis, Initial Site Assessment,

Relocation Impact Study, Natural Environment Study Report, Visual Impact Assessment, Air Quality Technical Report, Phase I Environmental Assessment, Paleontological Evaluation Report and Mitigation Plan, Traffic Operations Analysis, Socioeconomics Analysis, Paleontological Identification Report, and Noise Technical Study, Preliminary engineering work includes alternatives analysis, geotechnical investigation, and preparation of the Project Study Report, Project Report, New Connection Report, and Fact Sheets.

- Preliminary Engineering and Design (PS & E): Develop topographical maps from aerial photogrammetry and ground surveys. Locate existing utilities and coordinate preparation of relocation/protection plans with utility companies. Conduct subsurface geotechnical investigations and analyses. Perform hydrology/hydraulic studies and structural calculations. Design and prepare the construction Plans, Specifications and Estimate.
- Right of Way (ROW): Develop existing property lines from recorded maps and field surveying. Determine project right of way requirements for acquisitions, easements, temporary construction easements, and impacts to existing improvements. Obtain title reports, perform appraisals, and negotiate settlement. Perform relocation assistance including research for comparable properties and engineering for individual site revision plans and construction.
- Construction: Advertise, award, and administer the construction contract. Coordinate utility relocations. Perform Construction Management, Quality Assurance, and Quality Control.

EXHIBIT “A-1”
ESTIMATE OF COST
(FUNDING TABLE)

PHASE	TUMF	LOCAL/ OTHER	TOTAL COSTS
PA&ED	\$975,752	N/A	\$975,752
PS&E	\$9,668,100	\$9,035,103	\$18,703,203
Right-of-Way (ROW)	\$931,148	\$14,595,103	\$15,526,251
CONSTRUCTION*	N/A	N/A	N/A
TOTAL	\$11,575,000	\$23,630,206	\$35,205,206

***Preceding or subsequent phases will be funded pursuant to an Amendment to the Agreement(s).**

Original TUMF Fund Programming:

\$2,650,000 – PA & ED - Split \$1,674,248 ROW / PA & ED \$975,752 (Amend No. 1) – total PA & ED \$975,752

\$1,674,248 – ROW – reprogram \$743,100 to PS & E (Amend No. 2) – total ROW \$931,148

\$8,925,000 – PS & E – reallocated from ROW \$743,100 (Amend No. 2) – total PS & E \$9,668,100

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Western Riverside Council of Governments Executive Committee

Staff Report

Subject: Environmental Department Activities Update

Contact: Kyle Rodriguez, Senior Analyst, krodriguez@wrcog.us, (951) 405-6721

Date: March 1, 2021

The purpose of this item is to provide program activity updates from the three programs housed in the Environmental Department (Solid Waste and Recycling, Western Riverside County Clean Cities Coalition, and Used Oil Recycling / HHW.)

Requested Action:

1. Direct staff to send a letter to local Assembly members requesting an extension of the implementation of SB 1383 on behalf of WRCOG's member agencies.

Background

WRCOG's Environmental Department assists member agencies with addressing state mandates requiring education and outreach programs to reduce greenhouse gas (GHG) emissions. The Environmental Department houses three programs designed to meet California's goals: 1) the Solid Waste and Recycling Program, which assists in developing strategies to Reduce Short-Lived Climate Pollutants; 2) a Clean Cities Coalition, which aims to cut petroleum use in the transportation sector through the integration of advanced alternative technologies including zero-emission vehicles (ZEV); and 3) a regional Used Oil Recycling Program, which promotes the proper recycling and disposal of used motor oil, filters, and other household hazardous wastes (HHW).

Solid Waste and Recycling

The waste diversion goals set by California under legislation (AB 341, AB 1826, AB 827, and SB 1383,) require member agencies to implement techniques that promote resident and business recycling and organic recycling. To regionally address the measures, WRCOG formed the Solid Waste Committee (SWC) which consists of WRCOG member agencies, its partners, and CalRecycle. On February 17, 2021, the SWC met to receive updates from CalRecycle on SB 1383, sample model ordinances, and funding opportunities available. Based on previous discussions with CalCities and others, WRCOG staff introduced statewide efforts to extend the implementation timeline of SB 1383 due to impacts of COVID-19. The SWC recommended to the Executive Committee that WRCOG draft a letter to local assembly members on behalf of all member agencies requesting an extension in the SB 1383 implementation. WRCOG staff is requesting the Executive Committee approve drafting and submitting the letter.

On-Call Environmental Services: On December 21, 2020, WRCOG distributed a Request for Proposal (RFP) to solicit interested firms to provide on-call professional consulting services to WRCOG for environmental efforts in the subregion. Final proposals were submitted on January 25, 2021, with an anticipated decision and selection in February 2021. The RFP addresses waste diversion goals, implementation of recycling programs for businesses and residents, education and outreach for safe disposal of hazardous materials, and best practices to support the SWC.

Western Riverside County Clean Cities Coalition

The Western Riverside County Clean Cities Coalition brings together local government and private industries to expand the use of alternatives to petroleum fuel, thereby reducing GHG emissions under state goals of AB 32.

AB 1236 EV Permit Streamlining: The Coalition is working with SCAG and the Governor's Office of Business and Economics (Go-Biz) to streamline permitting for ZEV infrastructure. The Coalition is offering trainings for city and maintenance staff and will allow small groups to ask questions about how they can streamline permitting faster. Three training sessions were held in January 2021 and will continue to be offered throughout February 2021. The following Coalition members have participated in the trainings: Cities of Banning, Beaumont, Hemet, Riverside, and Wildomar. A resource packet was distributed that included legislation information, sample ordinances, sample online checklists, and links to more resources, and is also provided on the WRCOG webpage: <https://wrcog.us/DocumentCenter/View/8880/Up-to-Code-EVCS-Permitting-Streamlining-in-WRCOG>.

SoCal AltCar Live: Virtual Series: With the challenges of COVID-19, the SoCal AltCar Conference, Expo, and Ride & Drive has shifted to virtual networking series. The mission of SoCal AltCar is structured for local governments, legislators, fleet managers, and members of the public to increase awareness and knowledge of alternative fuel and plug-in vehicles. On June 30, 2020, SoCal AltCar hosted its first live webinar on "How to keep the momentum with AFVs in the face of shrinking budgets." Keynote speaker Terry Tamminen, President of 7th Generation Advisors, opened the conversation followed by a short briefing on heavy-duty vehicles from the California Air Resources Board (CARB) and upcoming funding opportunities from the California Energy Commission (CEC.) On October 7, 2020, SoCal AltCar hosted its second live webinar focused on Extended Questions and Answers for participants. Keynote speaker City of Wildomar Council member Ben Benoit, who is also currently serving as the Vice-President of the South Coast Air Quality Management District, opened the discussion and welcomed panel presenters from CARB, CEC, and the California Center for Sustainability. The next live webinar event is scheduled for April 21, 2021, and will feature esteemed keynote speakers, include virtual field trips, online training, and much more. To participate please contact Kyle Rodriguez for more information.

Used Oil & Household Hazardous Wastes

Virtual Used Oil Exchange Events: WRCOG has developed a new process to engage the public on motor oil recycling with safety and health in mind. Digital campaigns are being utilized to educate the public on where to properly recycle their used oil and exchange old filters for free new ones. Members of the public participate via Facebook by clicking an advertisement that will open an online survey to complete, at which time participants will receive a voucher upon completion. The voucher will provide the date, time, and instructions for participation, and must be presented at the auto store to complete the filter exchange. Exchanges will be available on Saturdays and Sundays, during available store hours to minimize pedestrian traffic and lines. Staff corresponds with each auto parts store before events to confirm safety measures and procedures are in place.

The following is a list of "completed" virtual Used Oil & Filter Exchange Events:

Date	Event	Location	Oil Filters
11/21/20 – 11/22/20	Oil & Filter Event	Hemet	35
1/9/21 – 1/10/21	Oil & Filter Event	Riverside	280
2/6/21 - 2/7/21	Oil & Filter Event	Lake Elsinore	55
2/20/21 -2/21/21	Oil & Filter Event	Menifee	N/A

The following is a list of “upcoming” virtual Used Oil & Filter Exchange Events:

Date	Event	Location
2/27/21 – 2/28/21	Oil & Filter Event	Murrieta
3/6/21 – 3/7/21	Oil & Filter Event	Riverside
3/13/21 – 3/14/21	Oil & Filter Event	Banning
3/27/21 - 3/28/21	Oil & Filter Event	Corona

Prior Action:

February 17, 2021: The Solid Waste Committee received and filed.

Fiscal Impact:

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

Attachment:

None.

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Western Riverside Council of Governments Executive Committee

Staff Report

Subject: Finance Department Activities Update

Contact: Andrew Ruiz, Chief Financial Officer, aruiz@wrcog.us, (951) 405-6740

Date: March 1, 2021

The purpose of this item is to provide an update on the Agency audit for Fiscal Year 2020/2021 and financials through December 2020.

Requested Action:

1. Receive and file.

Fiscal Year 2019/2020 Agency Audit

WRCOG's annual interim audit was completed on June 19, 2020. WRCOG utilizes the services of the audit firm Rogers, Anderson, Malody, and Scott (RAMS) to conduct its financial audit. The first visit is known as the "interim" audit, which involves preliminary audit work that is conducted prior to fiscal year end. The interim audit tasks are conducted in order to compress the period needed to complete the final audit after fiscal year end. In December 2020, RAMS returned to finish its second round, which is known as "fieldwork." The audit was completed on February 1, 2021, and it is anticipated that the final audit will be presented to this Committee in April 2021.

Financial Report Summary Through December 2020

The Agency Financial Report summary through December 2020, a monthly overview of WRCOG's financial statements in the form of combined Agency revenues and costs, is provided as Attachment 1.

Prior Actions:

February 10, 2021: The Administration & Finance Committee received and filed.

January 28, 2021: The Finance Directors Committee received and filed.

Fiscal Impact:

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

Attachment:

1. Financial Report summary through December 2020.

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Item 7.G

Finance Department Activities
Update

Attachment 1

Financial Report summary through
December 2020

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Western Riverside Council of Governments
Annual Budget
For the Month Ending December 31, 2020

Total Agency Budget

	Approved Budget 6/30/2021	Thru Actual 12/31/2020	Remaining Budget 6/30/2021
Revenues and Transfers in			
Member Dues	311,410	294,410	17,000
General Assembly Revenue	300,000	-	300,000
Other Reimbursements			-
Interest Revenue - Other	25,000	8,775	16,225
Operating Transfer In	2,208,432	1,104,216	1,104,216
Clean Cities	175,000	128,000	47,000
Solid Waste	112,970	112,970	-
Used Oil	376,396	376,396	-
HHW Grant	60,000	-	60,000
Gas Company Revenue	108,400	53,225	55,175
Regional Streetlights Revenue	201,915	-	201,915
WRCOG HERO	136,290	51,342	84,948
PACE Residential	78,000	27,257	50,743
PACE Commercial	200,000	125,617	74,383
CA HERO	1,464,730	679,009	785,721
Commercial/Svcs - Admin Portion	41,137	\$44,188	(3,051)
Retail - Admin Portion	89,632	\$34,258	55,374
Industrial - Admin Portion	236,729	\$59,230	177,500
Single Family Residential - Admin Portion	652,270	\$714,421	(62,151)
Multi Family - Admin Portion	267,415	\$130,902	136,514
Commerical/Service	987,281	\$1,060,508	(73,227)
Retail	2,151,178	\$822,192	1,328,985
Industrial	5,681,507	\$1,421,514	4,259,993
Single Family Residential	15,654,486	\$17,146,099	(1,491,613)
Multi-Family	6,417,964	\$3,141,637	3,276,328
LTF Revenue	676,500	676,500	-
Total Revenues and Transfers in	\$ 40,539,536	\$ 28,212,665	\$ 12,326,872
Expenses			
Salaries	2,053,769	1,080,532	973,237
Benefits	1,027,040	426,753	600,287
Overhead	1,443,294	721,647	721,647
Legal	285,600	103,248	182,352
Advertising Media	65,667	38,100	27,567
Bank Fees	33,885	5,732	28,153
Coffee and Supplies	3,000	984	2,016
Commissioner Per Diem	62,500	25,950	36,550
Communications - Cellular Phones	13,500	2,869	10,631
Communications - Computer Services	53,000	14,791	38,209
Communications - Regular Phone	16,000	5,799	10,201
Computer Hardware	10,000	4,315	5,685
Computer Software	80,500	18,600	61,900
Consulting Labor	2,268,780	799,853	1,468,927

Event Support	165,736	4,968	160,768
Membership Dues	32,750	3,767	28,983
Office Lease	390,000	205,463	184,537
OPEB Repayment	110,526	110,526	-
Parking Cost	20,000	10,712	9,288
Postage	5,350	1,509	3,841
Printing Services	5,000	1,830	3,170
Program/Office Supplies	14,700	4,193	10,507
Recording Fee	173,525	43,684	129,841
Rent/Lease Equipment	20,000	2,246	17,754
Storage	9,500	3,054	6,446
Subscriptions/Publications	4,250	100	4,150
Supplies/Materials	75,478	8,733	66,745
Training	10,000	1,000	9,000
Travel - Mileage Reimbursement	11,250	491	10,759
TUMF Project Reimbursement	30,892,416	10,352,544	20,539,872
Total Expenses	\$ 40,468,538	\$ 14,003,993	\$ 26,464,545



Western Riverside Council of Governments Executive Committee

Staff Report

Subject: WRCOG Committees and Agency Activities Update

Contact: Chris Gray, Deputy Executive Director, cgray@wrcog.us, (951) 405-6710

Date: March 1, 2021

The purpose of this item is to provide updates on noteworthy actions and discussions held in recent standing Committee meetings, and to provide general project updates.

Requested Action:

1. Receive and file.
-

Attached are summary recaps of actions and activities from recent WRCOG standing Committee meetings that occurred during the months of February 2021.

Prior Action:

February 1, 2021: The Executive Committee received and filed.

Fiscal Impact:

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

Attachment:

1. Summary recaps from February Committee meetings.

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Item 7.H

WRCOG Committees and Agency
Activities Update

Attachment 1

Summary recaps from February
Committee meetings

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**Western Riverside Council of Governments
Executive Committee
Meeting Recap
February 1, 2021**

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

Agenda Packet: <https://wrcog.us/DocumentCenter/View/8862/ec-020121-agendapacket>

PowerPoint Presentation: <https://wrcog.us/DocumentCenter/View/8869/020121PP>

Appointments to Outside Agencies Made

- Wes Speake (Corona) was appointed to the SCAG Community, Economic, & Human Development Policy Committee for a term commencing February 1, 2021 through December 31, 2022.
- Chris Barajas (Jurupa Valley) was appointed as the alternate to the California Association of Councils of Governments for a term commencing February 1, 2021 and ending December 31, 2022.

6th Extension to MOU With Riverside County Superintendent of Schools

- A one-year extension to the MOU between WRCOG and the Riverside County Superintendent of Schools for the Superintendent to serve as an ex-officio member of the Executive Committee was approved.

2021/2022 Legislative Platform Adopted

- The Committee adopted the 2021/2022 Legislative Platform that outlines housing and economic development as a key legislative priority among other general advocacy areas.

WRCOG Economic Development and Sustainability Framework Activities Update and Agency Goals for 2021

- In 2012, WRCOG completed the Economic Development and Sustainability Framework, which serves as a guiding document for the Agency.
- The Framework lists six key goal areas that are critical to elevating the quality of life in the subregion: economic development, education, health, transportation, water, and energy & environment. These areas are among those that WRCOG has identified as potentially benefitting from examination at a larger geographic level.
- While the Framework is fundamentally sound, staff is interested in some potential changes so that the document can continue to be relevant.
- Staff will bring a work plan back to the Committee in March 2021 and will also reference the Sustainability Framework into Staff Reports and presentations on an on-going basis.

Presentation by UCR Vice Chancellor Rodolfo Torres on OASIS

- Vice Chancellor Rodolfo Torres from UC Riverside provided an update on the Opportunities to Advance Sustainability, Innovation and Social inclusion (OASIS) Park, a proposed cleantech and sustainability hub in the heart of the Inland Empire.
- OASIS is intended to be built in several phases over the course of the next coming years, contingent on funding and support.
- WRCOG and UCR intend to work in partnership to support OASIS and other economic development and innovation driven initiatives.

Water District Provides Update on Imported Water Sources

- Phil Paule, Eastern Municipal Water District Board President, provided an overview of EMWD's water sources and specifically noted the progress of building the region's water resiliency by decreasing its dependency on imported water.

Next Meeting

The next Executive Committee meeting is scheduled for Monday, March 1, 2021, at 2:00 p.m., on the Zoom platform.



**Western Riverside Council of Governments
Administration & Finance Committee
Meeting Recap
February 10, 2021**

Following is a summary of key items discussed at the last Administration & Finance Committee meeting.

Agenda Packet: <https://wrcog.us/DocumentCenter/View/8881/af-021021>

PowerPoint Presentation: <https://wrcog.us/DocumentCenter/View/8887/af2-21pp>

Environmental Department Activities Update

- Staff provided an update on three environmental department activities: Solid Waste Committee (SWC), Clean Cities Coalition, and the Used Oil Recycling and Household Hazardous Waste (HHW) Program.
- The SWC meets quarterly to discuss recycling diversion goals and will meet February 17, 2021, at 1:00 p.m. on the Zoom platform. The SWC will discuss various legislation including AB 341, AB 1826, and SB 1383.
- The Clean Cities Coalition helps advance alternative fuel vehicle infrastructure development. The Coalition, SCAG, and the Governor's Office of Business and Economic Development are collaborating to streamline permitting for zero emission vehicle infrastructure, offering training and resources to participants.
- Learn more about the importance of EV chargers with a virtual self-guided tour featuring City of Beaumont. https://drive.google.com/file/d/1_uzSaHqhV-Vn3v5eAUhn5Do5c-1b8odz/view?usp=sharing
- The Used Oil Recycling and HHW Program encourages the proper disposal of used motor oil and other HHW in the subregion. With safety precautions in place, WRCOG has relaunched oil exchange events in the subregion, which the community has enthusiastically responded to. These efforts have resulted in more than 70 gallons of used oil recycled to date in 2021.

Next Meeting

The next Administration & Finance Committee meeting is scheduled for Wednesday, March 10, 2021, at 12:00 p.m. on the Zoom platform.



**Western Riverside Council of Governments
Planning Directors Committee
Meeting Recap**
February 11, 2021

Following is a list of key items discussed at the last Planning Directors Committee meeting.

Agenda Packet: <https://wrcog.us/DocumentCenter/View/8884/pdc021121>

PowerPoint Presentation: <https://wrcog.us/DocumentCenter/View/8935/pdc221pp>

Sites Inventory and 3-D Mapping Application Project Introduction

- WRCOG is able to provide assistance the WRCOG member agencies with identifying opportunity sites and producing HCD-compliant site inventory reports via web-based applications. Houseal Lavigne Associates will lead the project team that is being funded through the REAP program.
- The project will enable member agencies to produce more data-informed and regionally consistent Housing Elements that result in a net-positive production of housing supply and align with state, SCAG, and subregional goals. Member agencies will be able to:
 - Identify opportunity sites that align with HCD and regional planning priorities,
 - Explore planning policy alternatives to achieve RHNA numbers, and
 - Produce HCD-compliant site inventory reports.
- Staff will be reaching out to PDC members to gauge interest in receiving this assistance. Please contact Christopher Tzeng (ctzeng@wrcog.us) with any questions or interest.

Electric Reach Codes Overview

- Joshua Torres, Senior Policy Advisory with SCE, provided an overview on electric Reach codes.
- Reach codes can be customized to suit a community's specific clean energy goals.
- Upon request, SCE is available to present this information at city council meetings.

RCA Transition to RCTC

- On January 1, 2021, RCTC became the managing agency of RCA. Both RCTC and RCA retain its separate legal authorities and governing boards. The RCA Board of Directors requested RCTC to manage the Agency based on RCTC's expertise and track record in land acquisition, partnerships with state and federal wildlife agencies, project delivery, fiscal management, public engagement, and legislative advocacy.
- Amongst the immediate priorities of RCA Board Chair Natasha Johnson, are to enhance the RCA's communication, education, and partnership with its member agencies.
- The presentation covered the following topics:
 - The 2020 Nexus Study Update for the MSHCP Locally
 - Development Mitigation Fee (LDMF) which will become effective July 1, 2021
 - Potential process and communication improvements
 - Clarifying RCA and member agency roles and responsibilities under the MSHCP

Next Meeting

The next Planning Directors Committee meeting is scheduled for Thursday, March 11, 2021, at 9:30 a.m., on the Zoom platform.



**Western Riverside Council of Governments
Public Works Committee
Meeting Recap
February 11, 2021**

Following is a list of key items discussed at the last Planning Directors Committee meeting.

Agenda Packet: <https://wrcog.us/DocumentCenter/View/8886/pwc021121>

PowerPoint Presentation: <https://wrcog.us/DocumentCenter/View/8936/pwc211pp>

TUMF Administrative Plan and Credit / Reimbursement Manual Update

- Some specific items included in the TUMF Administrative Plan update are:
 - Revisions to the standard TUMF cross-section to include ranges for cross-sectional elements.
 - Credit Agreements will be subject to a quarterly review by WRCOG.
 - Updates to the policy regarding utility reimbursement which would state:
 - Member agencies can request TUMF reimbursement when they are responsible for the cost of any utility relocations.
 - Utility relocations where another agency (SoCal Gas, SCE, water districts, etc.) is responsible for that cost are not eligible for TUMF reimbursement.
- Committee voted to recommend to Executive Committee to approve the TUMF Admin Plan and Credit / Reimbursement Manual.

TUMF Zone Revenue Balance Update

- TUMF Zone Revenue for FY 2020/2021 (July 1, 2020 – Dec 31, 2020) reached \$25 million.
- The total of zone expenditures for all zones in the first half of FY 2020/2021 totaled \$11 million. The total of all zone balances is at \$75 million.
- WRCOG allocates TUMF funding to its member agencies using the Zone TIP process. Each Zone TIP is updated annually and reflects both revenues and expenditures for each of the five TUMF Zones.
- Zone meetings will begin to be held in April 2021.

Fiscal Year 2021/2022 Transportation Development Act, Article 3, or SB 821 Call for Projects

- RCTC staff presented on the call for project for local bicycle and pedestrian projects which was released on February 1, 2021. Proposals are due by April 29th, 2021, by 5:00 p.m. with recommendations presented on June 9, 2021.
- Eligible projects include bicycle lanes, sidewalks, curb ramps, and the development of Bicycle and Pedestrian Master Plans.
- New policy changes for this year's program include:
 - Limit 3 applications per city
 - Maximum request of 10% of call programming capacity
 - Total award to one jurisdiction is limited to 20% of call programming capacity

Western Riverside County Energy Resiliency Plan Activities Update

- In April 2020, WRCOG was awarded a \$200,000 grant to develop the Western Riverside County Energy Resiliency Plan. The Plan will identify feasibility of implementing microgrids and energy resiliency solutions at subregional critical facilities to maintain power supply during power outages or power issue events. In December 2020, the Administration & Finance Committee authorized award of a contract resulting from an RFP to AECOM for development of the Plan.
- The Plan will consist of a collaborative approach to identify critical facilities in member agencies, conduct an in-depth technical analysis at three sites across the subregion to determine feasibility of implementing microgrid and energy resiliency strategies, and develop an energy resiliency strategies list applicable to facilities in all member agencies. The Plan will also include a financing plan to identify funding sources. Once complete, the Plan may be adopted and/or integrated by member agencies into existing climate action plans, climate resiliency measures, etc.
- Staff recommended forming an Advisory Group for the Plan consisting of member agencies to help guide and opine on critical components of the Plan. Such components include opining on the selection of the three sites across the subregion to receive microgrid and energy resiliency analysis, and general feedback throughout the Plan as it may identify future resiliency projects in member agencies. Staff identified three criteria to assist in selecting member agencies for the Advisory Group: 1) equity-based to focus on members with disadvantaged communities or facilities vulnerable to power outages, 2) WCE members, and 3) agencies with publicly owned utilities.

RCA Transition to RCTC

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 - Potential process and communication improvements
 - Clarifying RCA and member agency roles and responsibilities under the MSHCP

Next Meeting

The next Public Works Directors Committee meeting is scheduled for Thursday, March 11, 2021, at 2:00 a.m., on the Zoom platform.

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Western Riverside Council of Governments Executive Committee

Staff Report

Subject: Report out of WRCOG Representatives on Various Committees
Contact: Rick Bishop, Executive Director, rbishop@wrcog.us, (951) 405-6701
Date: March 1, 2021

The purpose of this item is to inform the Executive Committee of activities occurring on the various Committees in which WRCOG has an appointed representative.

Requested Action:

1. Receive and file.
-

This item serves as a placeholder for WRCOG representatives' use in providing materials or making comments pertaining to meetings of the Committee they have been appointed to.

CALCOG Board of Directors (Brian Tisdale)

The next CALCOG Board of Directors meeting is scheduled for March 12, 2021.

SANDAG Borders Committee (Crystal Ruiz)

The SANDAG Borders Committee held a three-day orientation February 2 – 4, 2021. The meeting agenda can be accessed at https://sandag.org/uploads/meetingid/meetingid_5794_28657.pdf. Agenda highlights include:

- SANDAG 101
- SANDAG Fundamentals
- San Diego Forward: The 2021 Regional Plan

SAWPA OWOW Steering Committee (Ted Hoffman)

The next SAWPA OWOW Steering Committee is scheduled for March 25, 2021.

Prior Action:

February 1, 2021: The Executive Committee received and filed.

Fiscal Impact:

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

Attachment:

1. SANDAG Borders Committee meeting agenda of February 2 – 4, 2021.

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Item 7.I

Report out of WRCOG
Representatives on Various
Committees

Attachment 1

SANDAG Borders Committee
meeting agenda of
February 2 – 4, 2021

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SANDAG

Virtual 2021 SANDAG Member Orientation

February 2–4, 2021
****Teleconference Meetings****

February 2, 2021: SANDAG 101

February 3, 2021: SANDAG Fundamentals

February 4, 2021: San Diego Forward: The 2021 Regional Plan

MEETING ANNOUNCEMENT AMIDST COVID-19 PANDEMIC:

The 2021 SANDAG Member Orientation scheduled for February 2–4, 2021, will be conducted virtually in accordance with Governor Newsom's State of Emergency declaration regarding the COVID-19 outbreak, Executive Order N-29-20, and the Guidance for Gatherings issued by the California Department of Public Health. Board Members will primarily participate in the meetings virtually, while practicing social distancing, from individual remote locations.

- To participate via Zoom webinar, click the link to join the meeting: <https://zoom.us/j/95901554947>
- Webinar ID: 959 0155 4947
- To participate via Telephone, dial a number based on your current location:
US: +1 669 900 6833 or +1 253 215 8782 or +1 346 248 7799 or +1 312 626 6799 or +1 929 205 6099 or +1 301 715 8592
- International numbers available: zoom.us/j/95901554947

SANDAG is relying on commercial technology to broadcast the meetings via Zoom. With the recent increase of virtual meetings, platforms such as Microsoft Teams, WebEx, GoToMeeting, and Zoom are working to scale their systems to meet the new demand. If we experience technical difficulty or you are unexpectedly disconnected from the broadcast, please close and reopen your browser and click the link to rejoin the meeting. SANDAG staff will take all possible measures to ensure a publicly accessible experience.

Public Comments: Persons who wish to address the members on an item to be considered at the Orientation, or on non-agendized issues, may email comments to the Clerk at clerk@sandag.org (please reference "February 2–4 SANDAG Member Orientation" in your subject line and identify the item[s] to which your comments pertain). Comments received by 4 p.m. on Monday, February 1 will be provided to members prior to the meetings. Any comments, handouts, presentations, or other materials from the public intended for distribution at the meetings should be received by the Clerk no later than 5 p.m. two working days prior to the meeting. All public comments and materials received by the deadline become part of the official public record and will be provided to the members for their review at the meetings.

If you desire to provide a live verbal comment during any of the meetings, please join the Zoom meeting either by computer or phone. Both agenda-related and non-agenda public comment will be taken at the end of each meeting. At the time for public comments, members of the public will be advised to "Raise Hand" if they wish to provide comments. The "Raise Hand" feature can be found on the Zoom toolbar for those who are joining via computer or by entering *9 for those who joining via telephone only. The Clerk will call on members of the public by name for those joining via a computer and by the last three digits of your telephone number for those joining via telephone. All comments received prior to the close of the meetings will be made part of the meeting records.

Mission Statement

The 18 cities and county government are SANDAG serving as the forum for regional decision-making. SANDAG builds consensus; makes strategic plans; obtains and allocates resources; plans, engineers, and builds public transit; and provides information on a broad range of topics pertinent to the region's quality of life.



Welcome to SANDAG. Members of the public may speak to the Board of Directors on any item at the time the Board is considering the item. Members of the public may address the Board on any issue under the agenda item entitled Public Comments/Communications. Public speakers are limited to three minutes or less per person. The Board may take action on any item appearing on the agenda.

In order to keep the public informed in an efficient manner and facilitate public participation, SANDAG also provides access to all agenda and meeting materials online at sandag.org/meetings. Additionally, interested persons can sign up for email notifications at sandag.org/subscribe.

SANDAG operates its programs without regard to race, color, and national origin in compliance with Title VI of the Civil Rights Act. SANDAG has developed procedures for investigating and tracking Title VI complaints, and the procedures for filing a complaint are available to the public upon request. Questions concerning SANDAG nondiscrimination obligations or complaint procedures should be directed to the SANDAG General Counsel, John Kirk, at (619) 699-1997 or john.kirk@sandag.org. Any person who believes himself or herself or any specific class of persons to be subjected to discrimination prohibited by Title VI also may file a written complaint with the Federal Transit Administration.

In compliance with the Americans with Disabilities Act (ADA), SANDAG will accommodate persons who require assistance in order to participate in SANDAG meetings. If such assistance is required, please contact the SANDAG ADA Coordinator, the Director of Diversity and Equity, at (619) 699-1900, at least 72 hours in advance of the meeting. To request this document or related reports in an alternative format, please call (619) 699-1900 or (619) 699-1904 (TTY), or fax (619) 699-1905.

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

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

如有需要, 我们可以把SANDAG议程材料翻译成其他語言.

请在会议前至少 72 小时打电话 (619) 699-1900 提出请求.

Message from the Clerk

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

Virtual 2021 SANDAG Member Orientation

February 2–4, 2021

<https://zoom.us/j/95901554947>

February 2, 2021

SANDAG 101*

9:15–10 a.m.

Roles and Responsibilities

Learn about the many hats that SANDAG wears! Staff will review the roles and responsibilities of the agency and its Board members, including the agency's organizational structure and policy-making decision processes.

10:15–11:15 a.m.

Strategic Planning

SANDAG has taken a fresh look at the agency's strategic plan, realigning work efforts and priorities to reflect the changing regional landscape and positioning the agency for long term success. Staff will provide an update on these efforts, including an overview of Strategies, Initiatives, and Priority Projects identified for FY 2022.

11:30 a.m.– 12 p.m.

Introducing your Policy Advisory Committees

This will be a brief introduction to the six Policy Advisory Committees that report to the SANDAG Board of Directors on key public policy and funding matters.

12 p.m.

Public Comments/Communications

Public comments under this agenda item will be limited to five public speakers. Members of the public shall have the opportunity to address any issue within the jurisdiction of SANDAG that is not on this agenda. Public speakers are limited to three minutes or less per person.

February 3, 2021

SANDAG Fundamentals*

9–9:45 a.m.

Priorities and Milestones

Chair Blakespear and SANDAG leadership will engage Members in a discussion on shared priorities and major milestones for the agency in 2021.

10–11 a.m.

Departments and Deliverables

A look behind the curtain – this departmental overview will help you learn who does what at SANDAG and how to navigate the many resources the agency has to offer.

11:15 a.m.–12 p.m.

Budgets and Programming

Ever wonder where SANDAG get its funding and how funding decisions are made? Join staff for a high-level overview of the program budget, budgeting process, and funding fundamentals.

- 12–1 p.m. **BREAK**
The Orientation will resume at 1 p.m.
- 1–1:45 p.m. **TransNet Overview**
The *TransNet* Program was originally approved by voters in 1987 and was extended in 2004. Join staff as we walk through the various components of the *TransNet* Program and where the funding goes!
- 2–2:45 p.m. **Audits and Oversight**
SANDAG is committed to public accountability. In this session, you will learn about the *TransNet* Independent Taxpayer Oversight Committee, SANDAG Office of the Independent Performance Auditor, and other auditing activities in support of state and federal requirements.
- 3–3:45 p.m. **Community and Stakeholder Engagement**
Interested in knowing what is going on at SANDAG? Join staff as we walk through how to stay plugged in and more importantly, how to get involved!
- 3:45 p.m. **Public Comments/Communications**
Public comments under this agenda item will be limited to five public speakers. Members of the public shall have the opportunity to address any issue within the jurisdiction of SANDAG that is not on this agenda. Public speakers are limited to three minutes or less per person.

February 4, 2021

San Diego Forward: The 2021 Regional Plan

- 9–9:45 a.m. **Regional Plan Regulatory Requirements and Modeling Tools**
SANDAG is required to develop the Regional Plan every four years. Learn what the Regional Plan is, the many state and federal laws and regulations that must be addressed, and the modeling tools that are used to analyze the Regional Plan.
- 10–10:45 a.m. **Data-Driven Planning Process**
SANDAG has embarked on a major data-driven visioning exercise for the future of the region. Staff will share how data are being used to understand employment centers and plan for the transportation needs of our communities in a way that we have never done before.
- 11 a.m.–12 p.m. **2021 Regional Plan Vision**
In February 2019, SANDAG embarked on a path to take decisive action in support of a bold new vision that would truly meet the objectives of improving transportation, housing, and air quality in the region. Join staff to learn how the Vision for the 2021 Regional Plan reimagines the future of transportation in the San Diego region to be faster, fairer, and cleaner.
- 12 p.m. **Public Comments/Communications**
Public comments under this agenda item will be limited to five public speakers. Members of the public shall have the opportunity to address any issue within the jurisdiction of SANDAG that is not on this agenda. Public speakers are limited to three minutes or less per person.

* Next to an agenda item indicates that the Board of Directors also is acting as the San Diego County Regional Transportation Commission for that item