



Western Riverside Council of Governments WRCOG Executive Committee

AGENDA

**Monday, October 6, 2025
2:00 PM**

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

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

[Public Zoom Link](#)

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

In compliance with the Americans with Disabilities Act and Government Code Section 54954.2, if special assistance is needed to participate in the Executive Committee meeting, please contact WRCOG at (951) 405-6706. Notification of at least 48 hours prior to meeting time will assist staff in assuring that reasonable arrangements can be made to provide accessibility at the meeting. In compliance with Government Code Section 54957.5, agenda materials distributed within 72 hours prior to the meeting which are public records relating to an open session agenda item will be available for inspection by members of the public prior to the meeting at 3390 University Avenue, Suite 200, Riverside, CA, 92501.

In addition to commenting at the Committee meeting, members of the public may also submit written comments before or during the meeting, prior to the close of public comment to lfelix@wrcog.us.

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

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

1. CALL TO ORDER (Brenda Dennstedt, Chair)

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. SPECIAL PRESENTATIONS

- Presentation of California Stormwater Quality Association Award for Outstanding Leadership, Projects, & Programs
- Presentation of Proclamation in honor of Princess Hester

5. PUBLIC COMMENTS

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

6. CONSENT CALENDAR

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

A. Action Minutes from the September 8, 2025, Meeting of the Executive Committee

- Requested Action(s):**
1. Approve the Action Minutes from the September 8, 2025, meeting of the Executive Committee.

B. WRCOG Committees and Agency Activities Update

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

C. Report out of WRCOG Representatives on Various Committees

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

D. TUMF Program Activities Update: One Cooperative Agreement Amendment, One TUMF Reimbursement Agreement, and Two TUMF Reimbursement Agreement Amendments

- Requested Action(s):**
1. Authorize the Executive Director to execute a Cooperative Agreement Amendment No. 1 between Riverside County Transportation Commission, the City of Wildomar, and WRCOG for the planning of Bundy Canyon Road and Wildomar Trail Interchanges at Interstate 15.
 2. Authorize the Executive Director to execute a TUMF Reimbursement Agreement between the County of Riverside and WRCOG for the planning of Temescal Canyon Road.
 3. Authorize the Executive Director to execute a TUMF Reimbursement Agreement Amendment No. 2 between the City of Banning and WRCOG for the construction of Sun Lakes Boulevard between Highland Home Road

and Sunset Ave.

4. Authorize the Executive Director to execute a TUMF Reimbursement Agreement Amendment No. 1 between the City of Riverside and WRCOG for the planning, engineering, and construction of Van Buren Boulevard from Jurupa Avenue to Santa Ana River.

E. Approval of Exhibit 1 to the Memorandum of Understanding between WRCOG and SCAG for the Regional Early Action Planning 2.0 Grant Subregional Partnership Program

Requested Action(s):

1. Authorize the Executive Director to execute Exhibit 1 of the Memorandum of Understanding, substantially as to form, with SCAG for the Regional Early Action Planning 2.0 Subregional Partnership 2.0 Program Grant.
2. Authorize the Executive Director to execute the WRCOG Regional Early Action Planning Local Staff Assistance Program Agreement.

F. I-REN Monthly Activities Update

Requested Action(s):

1. Receive and file.

G. Approval of a Professional Services Agreement for Grant Management and Project Controls with Engineering Solutions Services

Requested Action(s):

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

7. REPORTS / DISCUSSION

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

A. Environmental Program Activities Update

Requested Action(s):

1. Receive and file.

B. Annual PACE Unclaimed HERO Refunds Escheatment Update

Requested Action(s):

1. Receive and file.

C. I-REN Programmatic Activities Update

Requested Action(s):

1. Receive and file.

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

Craig Miller, Western Water

9. REPORT FROM COMMITTEE REPRESENTATIVES

CALCOG, Brian Tisdale

SANDAG Borders Committee, Colleen Wallace

SAWPA OWOW Steering Committee, Wes Speake

10. REPORT FROM THE EXECUTIVE COMMITTEE CHAIR

Brenda Dennstedt, Western Water

11. REPORT FROM THE EXECUTIVE DIRECTOR

Dr. Kurt Wilson

[Access the report here.](#)

12. ITEMS FOR FUTURE AGENDAS

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

13. GENERAL ANNOUNCEMENTS

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

14. NEXT MEETING

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

15. ADJOURNMENT

WRCOG Executive Committee

Action Minutes

1. CALL TO ORDER

The meeting of the WRCOG Executive Committee was called to order by Vice-Chair Jacque Casillas at 2:01 p.m., on Monday, September 8, 2025, at the at the Riverside County Administrative Center, 1st Floor Board Chambers.

2. PLEDGE OF ALLEGIANCE

Committee member Fauzia Rizvi led Committee members and guests in the Pledge of Allegiance.

3. ROLL CALL

- City of Banning - Sheri Flynn
- City of Beaumont - Mike Lara
- City of Canyon Lake - Mark Terry
- City of Corona - Jacque Casillas (Vice-Chair)
- City of Eastvale - Christian Dinco
- City of Hemet - Connie Howard-Clark
- City of Jurupa Valley - Chris Barajas
- City of Lake Elsinore - Brian Tisdale
- City of Menifee - Bob Karwin
- City of Moreno Valley - Elena Baca-Santa Cruz
- City of Murrieta - Ron Holliday
- City of Perris - Michael Vargas*
- City of Riverside - Chuck Conder
- City of San Jacinto - Crystal Ruiz
- City of Temecula - Stew Stewart
- City of Wildomar - Joseph Morabito
- County of Riverside, District 1*
- County of Riverside, District 2*
- Western Water - Fauzia Rizvi

*Arrived after Roll Call

Absent:

- City of Calimesa
- City of Norco
- County of Riverside, District 3
- County of Riverside, District 5
- EMWD
- Riverside Co. Sup. of Schools

4. PUBLIC COMMENTS

Government Affairs Officer Ivette Macias with SCAG reported that registration for SCAG's 36th annual demographic workshop will close September 26, 2025. The workshop may be attended in-person or virtually, and will feature noted author and USC professor Dale Mayer. The theme this year will be "Revisiting the International Contract."

Ms. Macias also reported that SCAG recently released a joint-report with Brooking Metro titled Good Data Stronger Tribes: Overcoming Native America Data Challenges in Southern California, which examines persistent barriers to reliable data for need of American tribes in the SCAG region and outlines a regional road map routine.

5. CONSENT CALENDAR

RESULT:	APPROVED AS AMENDED
MOVER:	Wildomar
SECONDER:	Riverside
AYES:	Banning, Beaumont, Canyon Lake, Corona, Eastvale, Hemet, Jurupa Valley, Lake Elsinore, Menifee, Moreno Valley, Murrieta, Perris, Riverside, San Jacinto, Temecula, Wildomar, Western Water. The Water Districts do not vote on TUMF matters.

A. Action Minutes from the August 4, 2025, Meeting of the Executive Committee

Action:

1. Approved the Action Minutes from the August 4, 2025, meeting of the Executive Committee.

B. WRCOG Committee Agency Activities Update

Action:

1. Received and filed.

C. Report out of WRCOG Representatives on Various Committees

Action:

1. Received and filed.

D. I-REN Monthly Activities Update

Action:

1. Received and filed.

E. Single Signature Authority Report

Action:

1. Received and filed.

F. Deferral of Judicial Foreclosures on Delinquent PACE Properties

Action:

1. Adopted Resolution Number 24-25; A Resolution of the Executive Committee of the Western Riverside Council of Governments to defer foreclosure proceedings.

G. Professional Services Agreements for On-Call Planning Services with Economic & Planning Systems

Action:

1. Authorized the Executive Director to execute an On-Call Professional Services Agreement between WRCOG and Economic & Planning Systems for support to WRCOG and its member agencies with transportation planning and land use planning services in an amount not-to-exceed \$400,000, for a term through June 30, 2028. Any changes to the Agreement are subject to consultation by legal counsel.

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

Actions:

1. Authorized the Executive Director to execute a TUMF Reimbursement Agreement between WRCOG and the City of Eastvale for an Intelligent Transportation Systems Project along Archibald and Hamner Avenues in an amount not to exceed \$4,482,000.
2. Authorized the Executive Director to execute a fourth TUMF Reimbursement Agreement Amendment with the City of Menifee for the Construction Phase of the Holland Road / I-215 Overpass Project in an amount not to exceed \$12,755,000.

I. Approval of the 2025 TUMF Southwest Zone 5-Year Transportation Improvement Program

Action:

1. Approved the 2025 TUMF Southwest Zone 5-Year Transportation Improvement Program.

6. REPORTS / DISCUSSION

A. Regional Streetlight Program Annual Update

Action:

1. Received and filed.

B. TUMF Program Status Overview

Action:

1. Received and filed.

C. Authorization to Proceed with Capital Improvements at 1955 Chicago Avenue

Actions:

1. Authorized the Executive Director to complete Tenant Improvements at 1955 Chicago Avenue, Riverside, CA,

including design, contractor bidding and selection, permitting, and construction, and furnishing in an amount not to exceed \$1.9 million.

2. Authorized the Executive Director to take any further actions necessary to implement the purpose and intent of this authorization.

RESULT:	APPROVED AS RECCOMENDED:
MOVER:	Perris
SECONDER:	San Jacinto
AYES:	Banning, Beaumont, Canyon Lake, Corona, Eastvale, Hemet, Jurupa Valley, Lake Elsinore, Menifee, Moreno Valley, Murrieta, Riverside, San Jacinto, Temecula, Wildomar, Dist. 1, Dist. 2, Western Water

7. REPORT FROM THE TECHNICAL ADVISORY COMMITTEE CHAIR

The Technical Advisory Committee Chair was not present to report.

8. REPORT FROM COMMITTEE REPRESENTATIVES

CALCOG representative Brian Tisdale reported that the California Cleaner Act was revoked by President Trump, and that the next CALCOG meeting will be held in Palm Desert on November 7, 2025. The Bills that were discussed in the meeting are accessible on the CALCOG's webpage.

9. REPORT FROM THE EXECUTIVE COMMITTEE CHAIR

Vice-Chair Jacque Casillas reported that Chair Brenda Dennstedt made the changes to the Committee's seating at the dais.

10. REPORT FROM THE EXECUTIVE DIRECTOR

Executive Director Dr. Kurt Wilson reported that Committee member Kevin Bash extends his apologies for not being able to make the Committee meeting, and he also welcomed back WRCOG's Lucy Felix, who had been out on maternity leave. Dr. Wilson gave recognition to the Cities of Murietta and Menifee for ranking #16 (Murrieta) and #18 (Menifee) for the Safest Cities in the State, and further noted that WRCOG currently staffs 24 I-REN Fellows with a possibility of extending this number by another half dozen or so.

The General Assembly speaker for next year has not yet been finalized; however, it is anticipated to be Tony Hawk. There is a General Assembly sponsors luncheon scheduled for November 6, 2025, and Committee members are encouraged to join.

11. ITEMS FOR FUTURE AGENDAS

There were no items for future agendas.

12. GENERAL ANNOUNCEMENTS

Committee member Bob Karwin acknowledged WRCOG's Deputy Executive Director Chris Gray for his presentation on Commuter Data at a recent City Council meeting.

Committee member Ron Holiday mentioned that regarding the Safest Cities the City of Murrieta has placed 3rd, and Menifee placed 4th, for Cities over 100,000 residents.

Committee member Joseph Morabito reminded Committee members that on September 8, 2025, the League of California Cities is hosting an event at the Murrieta Hot Springs Resort.

13. NEXT MEETING

The next Executive Committee meeting is scheduled for Monday, October 6, 2025, at 2:00 p.m., in the County of Riverside Administrative Center, 4080 Lemon Street, 1st Floor, Board Chambers, Riverside.

14. CLOSED SESSION

There were no reportable actions.

15. ADJOURNMENT

The meeting was adjourned at 3:06 p.m.



Western Riverside Council of Governments WRCOG Executive Committee

Staff Report

Subject: WRCOG Committees and Agency Activities Update
Contact: Chris Gray, Deputy Executive Director, cgray@wrcog.us, (951) 405-6710
Date: October 6, 2025

Recommended Action(s):

1. Receive and file.
-

Summary:

Attached are summary recaps of actions and activities from recent WRCOG standing Committee meetings that occurred during the month of September 2025.

Purpose / WRCOG 2022-2027 Strategic Plan Goal:

The purpose of this item is to inform the Committee of actions and activities from WRCOG standing Committee meetings. This item aligns with WRCOG's 2022-2027 Strategic Plan Goal #4 (Communicate proactively about the role and activities of the Council of Governments).

Discussion:

A summary is provided for the following meetings that occurred in September 2025:

- September 8, 2025: Executive Committee
- September 10, 2025: Administration & Finance Committee
- September 17, 2025: Solid Waste Committee
- September 18, 2025: Technical Advisory Committee

Prior Action(s):

None.

Financial Summary:

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

Attachment(s):



Western Riverside Council of Governments Executive Committee Meeting Recap September 8, 2025

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

Agenda Packet: <https://wrcog.us/DocumentCenter/View/10803/EC-0925-ap>

PowerPoint Presentation: <https://wrcog.us/DocumentCenter/View/10805/EC-PPT-090825>

Regional Streetlight Program Annual Update

- In Fiscal Year 2024/2025, staff saw a 42% increase in routine streetlight maintenance work orders, a 23% increase in pole knockdowns, and a 142% increase in vandalism incidences involving copper wire theft.
- Contractor performance experienced a 60% faster timeline to repair routine streetlight service calls from 7.34 days to 2.95 days, and a 35% shorter replacement timeline for pole knockdowns, from 85 days to 55 days.
- The California Street Light Association (CALSLA) is involved with SCE's General Rate Case where SCE is requesting a 46% price increase for streetlighting rates, and CALSLA has provided counter proposals.
- CALSLA is working on a multi-agency task force to address copper wire theft in Los Angeles County.

TUMF Program Status Overview

- The TUMF Program has collected \$1.3B and reimbursed \$1.2B towards transportation infrastructure since the Program inception in 2003. This has resulted in over 150 projects being completed with assistance from TUMF.
- In FY 2024/2025 the Program collected \$76.3M. 86% of the collections are from Residential development. 7% is from Industrial, and 7% from Commercial.
- The Program reimbursed \$33.4M while collecting \$76M leading to a growing balance in TUMF accounts. Year-to-year project allocations are not being fully spent by the local agencies.
- Five major projects were completed in FY 2024/2025, including the I-15 Aux Lane (Temecula), the Limonite Bridge Gap Closure (Eastvale), the I-15 / French Valley Pkwy (Temecula), the I-215 Holland Overpass (Menifee), and the Hamner Bridge (Eastvale / Norco).

Authorization to Proceed with Capital Improvements at 1955 Chicago Avenue

- Current tenants include the State of California x2 and Progressive Insurance.
- As staff are preparing to move into the new headquarters, a few tenant improvements are necessary:
 - Building-wide LED light conversion,
 - Buildout of unfinished space, and
 - Suite 200 improvements.

Next Meeting

The next Executive Committee meeting is scheduled for Monday, October 6, 2025, at 2:00 p.m., in the County of Riverside Administrative Center, 4080 Lemon Street, 1st Floor, Bard Chambers, Riverside.



Western Riverside Council of Governments
Administration & Finance Committee Meeting Recap
September 10, 2025

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

Agenda Packet: <https://wrcog.us/DocumentCenter/View/10798/AF-0925-AP-REVISED>

PowerPoint Presentation: <https://wrcog.us/DocumentCenter/View/10806/AF-0925-PPT>

WRCOG Fellowship Program Activities Update: Round 10

- Host agencies have been set for FY 2025/2026 and include the Cities of Beaumont, Eastvale, Hemet, Lake Elsinore, and Wildomar, Eastern Municipal Water District, and Western Water.
- Application period for perspective Fellows is open now.
- Detailed information about the fellowship is available at www.wrcog.us/fellowship.

Next Meeting

The next Administration & Finance Committee meeting is scheduled for Wednesday, October 8, 2025, at 12:00 p.m., in WRCOG's office at 3390 University Avenue, Suite 200.



Western Riverside Council of Governments Solid Waste Committee Meeting Recap

September 17, 2025

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

Agenda Packet: <https://wrcog.us/DocumentCenter/View/10808/swc-0925-ap>

PowerPoint Presentation: <https://wrcog.us/DocumentCenter/View/10812/SWC-ppt-0925>

CalRecycle Activities Update

- Procurement conversions differ from the product material type and task usage; if there are land applications questions, contact CalRecycle for assistance.
- OWR Grant application deadline pushed to November 2, 2026.
- CalRecycle YouTube link <https://www.youtube.com/@CalRecycle/videos> to access SB 1383 Chats.

Used Oil Filter Recycling Program Activities Update

- The Used Oil Program hosted 30 successful events under OPP 14, where 1,937 participants completed the survey, resulting in 2,497 filters exchanged.
- EcoHero Shows delivered 28 in-person and virtual presentations to elementary students on used oil recycling and stormwater pollution, reaching and engaging 6,034 students.
- WRCOG staff is in the process of scheduling OPP 15 events and will provide flyers to member agencies for distribution two weeks in advance.

Next Meeting

The next Solid Waste Committee meeting is scheduled for Wednesday November 19, 2025, at 1:00 p.m., at a location to be determined.



Western Riverside Council of Governments Technical Advisory Committee Meeting Recap September 18, 2025

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

Agenda Packet: <https://wrcog.us/DocumentCenter/View/10809/tac-0925-ap>

PowerPoint Presentation: <https://wrcog.us/DocumentCenter/View/10792/TAC-PPT-0925>

I-REN Programmatic Activities Update

- I-REN's Cash for Kilowatts Program provides incentive funds to agencies for holistic energy efficiency projects. Additional incentives are offered for cooling centers and emergency operation centers. For every kilowatt of energy that an emergency operation or cooling center project saves, I-REN will give up to \$2.00/kWh of incentives to offset project costs. I-REN will offer the \$2.00/kWh bonus to any project committed in 2025. Please contact Karina Camacho for more details kcamacho@wrcog.us.
- I-REN's first Cash for Kilowatts incentive was awarded to Colton Joint Unified School District (CJSUD) for an LED lighting project at Joe Baca Middle School. The total incentive is estimated for over \$220,000 and covers 80% of the gross project cost.
- I-REN Fellows are helping host agencies secure \$1.3M in incentives from I-REN's Cash for Kilowatts and \$4.1M in lifetime savings. I-REN is responsible for recruiting fellows, managing applications, funding the fellow stipend, and handling administration. Host agencies select their Fellow, assign tasks, and provide a laptop, supervisor, and workspace. Agencies that are interested in hosting an I-REN Energy fellows, please contact Tyler Masters at tmasters@wrcog.us
- I-REN is awarding a total of \$3M to the San Bernardino and Riverside County Workforce Board, \$1.5M for each County, to create and fund workforce trainings programs and pipelines for careers in the energy field. The aim is to connect unemployed residents and those interested in upskilling into high-demand clean energy careers. Over the next two and a half years, the programs will provide over 100 participants with clean energy training and job placement support.

Western Riverside County Clean Cities Coalition Activities Update

- WRCOG received \$1.35M from CARB and the CEC to deploy advanced vehicles and infrastructure, train technicians, and develop a transition toolkit (Feb 2025–Mar 2027). Partners include Banning, Moreno Valley, and Riverside County agencies. The project launched February 2025 with vehicle acquisitions underway; consultant support and training are planned for fall 2025, with infrastructure deployment through early 2026 and community engagement starting late 2025.
- WRCOG was awarded \$1.8M through CARB's CMO Program to introduce zero-emission carshare vehicles in Corona, Moreno Valley, and Hemet. A 15-month planning phase covers site selection, vehicle acquisition, software, and pilot testing, alongside solar + EV charging deployment. Sites in Corona and Moreno Valley are nearly finalized, Hemet is in early planning, and Program launch is expected in late 2025.
- The Inland Zero-Emission Vehicle (ZEV) Network supports coalition members with ZEV policy navigation and fleet deployment through partnership building and resource sharing. WRCOG is continuing its collaboration with SCAG Clean Cities Coalition and hosts bi-monthly virtual network meetings, with the next scheduled for November 5, 2025.
- On August 27, 2025, WRCOG hosted the first annual Inland Zero-Emission Vehicle Forum at the Riverside Convention Center. The event brought together ~140 attendees, with 10 vehicles on display

and 14 vendors showcased. Programming featured a regional policy forum with CARB, AQMD, and SCAG, as well as workshops on fleet and infrastructure deployment, workforce development, and building codes. Palm Desert Mayor Jan Harnik delivered the opening remarks address. The next forum is tentatively set for August 27, 2026, at the same venue.

Next Meeting

The next Technical Advisory Committee meeting is scheduled for November 20, 2025, at 9:30 a.m., at a location to be determined.



Western Riverside Council of Governments

WRCOG Executive Committee

Staff Report

Subject: Report out of WRCOG Representatives on Various Committees
Contact: Chris Gray, Deputy Executive Director, cgray@wrcog.us, (951) 405-6710
Date: October 6, 2025

Recommended Action(s):

1. Receive and file.

Summary:

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

Purpose / WRCOG 2022-2027 Strategic Plan Goal:

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

Discussion:

CALCOG Board of Directors (Brian Tisdale)

The CALCOG Board of Directors met on September 29, 2025. Agenda highlights are as follows:

1. Update on Legislative Advocacy Efforts.
2. Update on SB 375 Reform Discussions.
3. Cap & Invest Update.
4. Fall Board Meeting.

The next CALCOG Board of Directors meeting is scheduled for November 6 - 7, 2025.

SANDAG Borders Committee (Colleen Wallace)

The SANDAG Borders Committee met in a Joint meeting of the Transportation, Regional Planning, and

Borders Committees on September 19, 2025. Agenda highlights are as follows:

1. 2025 Regional Plan Update

The next SANDAG Borders Committee meeting is scheduled for October 24, 2025.

SAWPA OWOW Steering Committee (Wes Speake)

The SAWPA OWOW Steering Committee met on September 25, 2025. Agenda highlights are as follows:

1. Proposition 1 Round 2 Replacement Projects Approval.
2. Grand Funded Project Highlights - Groundwater Replenishment System Final Expansion Project (awarded) and Orange County Regional PFAS Groundwater Treatment Program (awarded).
3. Santa Ana River Watershed Climate Adaptation and Resilience Plan.

The next SAWPA OWOW Steering Committee meeting is scheduled for November 20, 2025.

Prior Action(s):

None.

Financial Summary:

Appointed Committee members are paid \$150 to attend their respective meetings. WRCOG stipends are included in the Agency's adopted Fiscal Year 2025/2026 Budget under the Administration Department in the General Fund (Fund 110).

Attachment(s):

[Attachment 1 - CALCOG Board of Directors agenda September 29, 2025](#)

[Attachment 2 - SANDAG joint meeting agenda packet September 19, 2025](#)

[Attachment 3 - SAWPA OWOW Steering Committee agenda September 25, 2025](#)

Attachment

CALCOG Board of Directors
agenda packet September 29, 2025



California Association of
Councils of Governments

BOARD OF DIRECTORS MEETING AGENDA

California Association of Councils of Governments

1415 L Street, Suite 300
Sacramento, CA 95814

(916) 436-0040

BOARD OFFICERS

President: Britt Huff

South Bay Cities Council of Governments

First Vice President: Jan Harnik

Coachella Valley Assoc. of Governments

Second Vice President: Tim Hepburn

San Gabriel Valley Council of Governments

Past President: Robert Poythress

Madera County Transportation Commission

September 29,
2:00 to 3:30 pm

VIRTUAL MEETING

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

For questions, contact Natalie Zoma at
nzoma@calcog.org or (916) 436-0045.

BOARD MEETING AGENDA

STRATEGIC PRIORITY DISCUSSION				
2:00 pm	1	Call to Order, Welcome, Introductions		
2:05 pm	2	Approval of August 18, 2025 Minutes	Action	8
2:10 pm	3	Executive Director's Report	Information	10
2:15 pm	4	Update on Legislative Advocacy Efforts	Information	11
2:30 pm	5	Update on SB 375 Reform Discussions	Discussion	13
2:35 pm	6	Cap & Invest Update	Information	14
2:45 pm	7	Fall Board Meeting	Discussion	16
3:00 pm	8	Adjourn		

i

CALCOG CALENDAR



Board of Director Events

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

Mar. 9-11: **Spring Board Meeting** & Annual Conference, Marriott Long Beach Downtown. **In Person**

Other Events

Oct. 7 **CDAC (CALCOG Executive Directors') Meeting,** Sacramento

Oct. 9-10: **CARL Session #2,** Napa

Oct. 27: **Housing Law & Policy Update,** Sacramento

Nov. 6: **Joint CTC/CARB/HCD Meeting,** Riverside

Nov. 6-7: **CARL Session #3,** Palm Desert

Nov. 9 – 11: **SHCC Focus on the Future Conference,** San Francisco Marriott

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

ii

Board Roster



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

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

iii

CALCOG Rules of Order (Guidelines for Board Meetings)



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

List of Acronyms

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RLF Regional Leadership Forum: CALCOG's annual conference.

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

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

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

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

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

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

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

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

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

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

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

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

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

2

APPROVAL OF MAY MINUTES



DRAFT

For Review & Approval

CALCOG Board Meeting Minutes

August 18, 2025

Virtual Meeting

1. Attendance

Attendance was taken visually as members logged into their accounts via the Zoom meeting platform: the following 28 board members attended the meeting

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

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

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

David Haubert, Supervisor, Alameda, Alameda County Transportation Commission

Belia Ramos, Supervisor, Napa County, Association of Bay Area Governments

Scott Funk, Mayor Pro Tem, City of Gonzales, Association of Monterey Bay Area Governments

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

Brian Veerkamp, Supervisor, El Dorado, El Dorado County Transportation Commission

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

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

Mike Goodsell, Council Member, City of Holtville, Imperial County Transportation Commission

Bob Smith, Council Member, City of Bakersfield, Kern Council of Governments

Bruno Sabatier, Supervisor, Lake County/City Area Planning Council

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

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

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

John Gabbard, Mayor Pro Tem, City of Dana Point, Orange County Council of Governments

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

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

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

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

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

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

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

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

Margaret Finlay, Council Member, City of Duarte, Southern California Association of Governments

Steve Teshera, Board Representative, Tahoe Transportation District

Jenny Crosswhite, Council Member, City of Santa Paula, Ventura County Transportation Commission

2. APPROVAL OF MINUTES

Action

The board unanimously approved the minutes of the May 27, 2025 meeting. Motion by Director Harnik; second by Director Finlay.

3. Executive Director Report

Discussion

The Executive Director shared organizational updates including successful turn out for CALCOG's Summer School series (which focused on AI in transportation), a save-the-date announcement for CALCOG's Housing Law & Policy Update on October 27, a recent grant application submitted to Bank of America via AMBAG's 501(c)(3) to support housing implementation program, the launch of

CARL (Leadership Academy) Cohort #8, reminder about the Board fall meeting in Palm Desert, and a save-the-date announcement for CALCOG's annual Regional Leadership Forum (which will be March 9–11 in Long Beach).

4. Exploring Establishment of a 501(c)(3) **Information**

Staff provided an overview on the potential benefits of establishing a 501(c)(3) that would be eligible for philanthropic funding that could be used for education and technical assistance programs. Board members requested that the fiscal committee meet and provide a recommendation to the board at its November meeting.

5. Federal Waivers and Air Conformity **Information**

Staff briefed the Board on implications of recent federal actions affecting California air quality waivers. Because RTP/SCS assumptions and ARB's emissions model rely on now-repealed waiver provisions, some regions may face conformity constraints until updated modeling assumptions are developed and federally approved. The joint CTC/CARB/HCD meeting prior to the November CALCOG Board meeting is anticipated to focus on this topic.

6. Update on RIA Transportation Pricing Grant **Information**

Staff provided an update on the work happening under this grant program, noting that a contract has been executed with DKS Associates. Upcoming work includes statewide public opinion polling and virtual focus groups on roadway pricing communications (distinct from mileage-based road user charge efforts).

7. Update on Legislative Advocacy **Information**

Staff reported TIRCP funding was restored and REAP 2.0 expenditure deadline extended to Dec 31, 2026 (invoicing by Jun 30, 2027). The state budget clarified that the statewide VMT Mitigation Bank is optional and does not override regional programs. SB 707 consolidates remote-participation rules from SB 239/AB 259; staff will monitor.

8. Update on SB 375 Reform **Discussion**

Board discussed reform concepts including aligning state support and implementation funding; potential cycle adjustments to RTP/SCS updates; streamlining ARB's timeline for reviewing SCSs; and potentially differentiated approaches for smaller MPOs.

9. Cap & Trade Advocacy Update **Discussion**

Staff provided an update on early stakeholder discussions regarding reauthorization; members emphasized maintaining accessibility of funding for regional planning and for smaller/rural agencies.

10. Meeting Adjourned by President Huff

End of DRAFT Minutes

3

Executive Director's Report



A. BACKGROUND

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

B. FOR DISCUSSION

- **AI Summer School** – Adjourned! Nearly 300 people registered for our AI Summer School series. You can [view the recordings on our website](#).
- **REMINDER: Housing Policy & Law Update.** On October 27 from 9:30 am to 3:30 pm, CALCOG will put on a one-day conference in Sacramento at the May Lee Auditorium. California has made ~450 changes to state housing law in 8 years—basically one RHNA cycle! We encourage all local governments, planners, developers and housing practitioners to join us to hear the latest insights and exchange ideas on California's housing landscape for years to come. Please share with your networks. [Register today!](#)
- **CARL #8 Officially Launches!** CARL (CALCOG's Leadership Academy) is a [seven-month program](#) designed for mid-career professionals working in regional government. The 8th cohort had its first session last week.
- **Fall Board Meeting & CARL Session in Palm Desert.** On Friday, November 7 from 9:00 am – 2:30 pm we will hold our annual fall board meeting at the Hotel Paseo in Palm Desert. We will also host a reception or dinner event on Friday, November 6 for board members and CARL. We highly encourage board members to attend these in-person events. It is one of only two in-person meetings of the full board. [Book a room today!](#)
- **RLF 2026 Save the Date: Marriott Long Beach Downtown, March 9-11.** We will host our annual conference and Regional Excellence Awards Ceremony at the Marriott Long Beach Downtown next March. Mark your calendars now! We will send registration and hotel information soon.

4

Update on Legislative Advocacy Efforts



A. Priority Legislation Update

1. **AB 1275 (Elhawary). RHNA (Housing). Watching.** Initially gave HCD authority to require revisions to a COG's RHNA methodology to ensure compliance with RHNA's five statutory objectives. Through CALCOG-led negotiations, that provision was replaced with a new one that only asks COGs to consider the SCS development pattern when developing their methodology (which is consistent with current practice).

Update: Last meeting, we made you aware of some potential amendments that would expand the bill to amend the SCS process, including a requiring the SCS to further the five statutory objectives of RHNA. After working with relevant committees and the sponsors, we were able to prevent the most problematic amendments to the bill. The bill was passed both houses and is now sitting on the Governor's desk awaiting action. *Consistent with CALCOG Legislative Policy Principle: (8)(d).*

2. **SB 239 (Arreguin). Open Meetings (Governance). Support.** CALCOG joined a coalition of Local Government Organizations (including Cal Cities and CSAC) to make it easier for advisory committees to meet via teleconference.

Update: The contents of the bill were added to SB 707, which passed in both houses and is now sitting on the Governor's desk awaiting action. *Consistent with CALCOG Legislative Policy Principle: (1)(i).*

3. **AB 259 (Rubio). Open Meetings (Governance). Support.** Extends the sunset date (from January 1, 2026, to January 1, 2030) for provisions established by AB 2449 (Rubio, 2022), which allows members of local agency legislative bodies to participate remotely in meetings under specified circumstances, such as "just cause" or "emergency circumstances."

Update: The contents of the bill were added to SB 707, which passed in both houses and is now sitting on the Governor's desk awaiting action. *Consistent with CALCOG Legislative Policy Principle: (1)(i).*

4. **SB 71 (Wiener). CEQA Streamlining (Regional Planning). Support.** The bill streamlines the delivery of transit and active transportation projects by exempting qualifying projects from CEQA review.

Update: The bill was passed in both houses and is now sitting on the Governor's desk awaiting action. We have submitted a support letter to the Governor. *Consistent with CALCOG Legislative Policy Principle: (7)(d) & (5)(b).*

5. **SB 79 (Wiener, Upzoning Around Transit). Oppose.** Requires the upzoning of areas around transit. The bill includes prohibitions on local governments from enforcing additional maximum height requirements, floor area ratio restrictions, and maximum and minimum densities. The extent of these restrictions is based on which tier the project falls within, as specified by both the proximity of the project to the transit-oriented development stop and the type of transit-oriented development stop (the higher the tier, the fewer restrictions the developer has).

Update: The bill was passed in both houses and is awaiting action from the Governor. We have submitted an opposition letter to the Governor. *Consistent with CALCOG Legislative Policy Principle: (8)(d)*

6. **AB 770 (Gonzalez, Exemption from OAA). Concerns.** Exempts advertising displays built on the premise of a convention center within the City of LA from the Outdoor Advertising Act.

Update: The bill was passed in both houses and is awaiting action from the Governor. *Consistent with CALCOG Legislative Policy Principle: (1)(c).*

7. **SB 512 (Perez) Support.** Currently, there is an inconsistency between Prop 218 and Elections Code 9300: while Prop 218 guarantees voters the power to propose local taxes, Section 9300 does not authorize initiatives in districts with transportation authorities or transit districts governed by special statutes. SB 512 resolves this inconsistency by clarifying that when a transportation district already has the authority to levy transportation sales taxes, its voters also have the constitutional right to propose such a tax measure through the initiative process.

Update: The bill was passed in both houses and is now awaiting action from the Governor. We have submitted a support letter to the Governor. *Consistent with CALCOG Legislative Policy Principle: (4)(e).*

B. HOUSING BOND UPDATE (AB 736 & SB 417)

As we noted in the last meeting, a lot is up in the air with the housing bonds. Currently, both bills are held as two-year bills, as negotiations have stalled with the hope that the change in Senate Leadership will jump-start the negotiations. We view this as a great opportunity to secure a new round of REAP 2.0 funding and will orient our advocacy efforts towards that goal. While we expect negotiations to resume later in the fall, our work in the meantime will be to lay the groundwork for our request. As a first step, we've submitted a support letter for AB 736 (which we believe is the most likely bond vehicle to advance), including a request for a portion of the funds to be dedicated to REAP 2.0. We've also begun—and will continue—socializing the request with stakeholders.

5

Update on SB 375 Reform**Discussion****A. BACKGROUND**

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

Given that 2035 is "just around the corner" in terms of RTP development, conversations have been happening around whether and how to extend the framework beyond 2035. Staff will provide an update at the meeting on the latest developments and conversations.

6

Cap & Invest Update



A. Background

To the surprise of many, the Senate Pro Tem, Assembly Speaker, and Governor reached a deal on Cap-and-Invest reauthorization, extending the program through 2046 while enacting significant changes to both the program itself and the Greenhouse Gas Reduction Fund (GGRF) allocations.

Through our advocacy, we secured the continuation of critical funding programs and reaffirmed REAP's role and accomplishments, ensuring it remains a recognized pillar of the state's climate investment strategy.

Below you will find a summary of the program changes and a clear breakdown of the new GGRF allocation framework.

B. Summary

1. Key Reforms to Cap-and-Invest (AB 1207, Irwin):

A. Lower Utility Bills (Climate Credit)

- Funding is shifted from natural gas suppliers to electric distribution utilities, ensuring all electricity customers receive the credit.
- Beginning July 1, 2026, the existing 15% set-aside for energy efficiency projects becomes inoperative, reducing diversions from bill credits.
- 5% of utility allowance value will be directed to the California Transmission Accelerator Revolving Fund to support grid and transmission expansion.

B. Protecting California Businesses

- Continues to provide free allowances to emissions-intensive, trade-exposed industries to reduce the risk of "leakage" (businesses relocating out of state).
- After 2030, CARB has flexibility to adjust how allowances are allocated to balance leakage prevention with cost-effective emissions reductions.

C. Offsets

- Allows covered entities to use offsets for up to 6% of compliance obligations through 2045.
- For every offset used, an equivalent number of allowances are removed from the following year's cap ("under-the-cap"), ensuring real pollution reductions.
- Requires offset protocols to be updated by 2029, using the best available science.
- Encourages development of new nature-based offsets, including forests, wetlands, and soil health.

D. More Oversight & Accountability

- The CARB Chair must testify at up to three legislative hearings when major program updates are proposed.

- CARB must provide an economic analysis of proposed changes to the program.
- Rulemaking must explicitly consider affordability, leakage, and cost-effectiveness to protect consumers and businesses.
- Establishes an annual legislative hearing on Cap-and-Invest spending to ensure projects are transparent and demonstrate benefits to Californians.

2. How the GGRF Allocations Are Structured (SB 840, Limon):

The statute establishes three tiers of allocations, distributed in order of priority. In years with lower auction revenues, later tiers may be partially or fully reduced.

A. First Tier – “Front-End” Set-Asides

These must be funded before anything else:

- Backfill of the State Responsibility Area fire prevention fee.
- \$3 million to establish the Legislative Counsel Climate Bureau.
- Reimbursement to the General Fund for sales tax exemptions.

B. Second Tier – Major Earmarks

After the first tier is covered, funds flow to:

- \$1 billion (continuous) for the High-Speed Rail Authority
- \$1 billion (legislative discretion) is reserved for appropriation in the Budget Act or other statute. For FY 2026–27 only, the Legislature expressed intent to dedicate portions of this \$1B to:
 - \$125M – Transit passes
 - \$25M – UC Climate Research Center (seed funding)
 - \$15M – Rebuilding Topanga Park
 - \$85M – Climate-focused research and technology innovation

C. Third Tier – Continuous Program Allocations

Remaining funds are distributed automatically as continuous appropriations:

- \$800M – Affordable Housing and Sustainable Communities Program (at least 10% must be spent on affordable housing).
- \$400M – Transit and Intercity Rail Capital Program (TIRCP).
- \$250M – California Air Resources Board (CARB) for community air protection programs and incentive funding.
- \$200M – Low Carbon Transit Operations Program (LCTOP), allocated via existing PUC formulas.
- \$200M – Department of Forestry and Fire Protection, split into:
 - 82.5% → forest health and wildfire prevention program
 - 17.5% → prescribed fire, fuel reduction, year-round prescribed fire crews, and climate adaptation research
- \$130M – Safe and Affordable Drinking Water Fund

7

Fall Board Meeting



A. BACKGROUND

Each fall, CALCOG holds space for a broader conversation with the Board about organizational focus and priorities. This is an opportunity to step back, remind ourselves of the issues that matter most, and align how to best apply our resources. The November 7 meeting is structured to encourage dialogue among Board members and staff about CALCOG's role in addressing statewide challenges while continuing to deliver value to our members.

B. SUMMARY / DISCUSSION

Transportation

CALCOG continues to roll forward in its traditional core areas. Our staff remains engaged on state-level policy and funding programs to ensure that regional perspectives are considered.

Housing & Land Use

We have stepped up our efforts in the housing space. This includes policy engagement around RHNA and housing law implementation, as well as expanding education and convening opportunities.

Education & Member Services

We are growing our role as a convener and learning hub. The Housing Law & Policy event in October and our expanded webinar offerings are examples of how we are broadening CALCOG's educational programming.

Organizational Capacity / 501(c)(3) Exploration

As noted at the last meeting, CALCOG staff is analyzing the potential for a 501(c)(3) affiliate to expand funding opportunities and support education and research activities. This effort will return to the Board for further discussion.

C. NEXT STEPS / QUESTIONS FOR BOARD DISCUSSION

Staff encourages Board members to:

- **Reflect** on whether CALCOG's current areas of focus are advancing regional priorities. This is the time to set our strategic direction for the upcoming year.
- **Engage** with staff and other directors ahead of the November meeting to share perspectives.
- **Prepare** to discuss how CALCOG should allocate resources and which emerging issues (housing, SB 375 reform, infrastructure funding, education, etc.) should rise to the top in 2026.

- **Officer Elections** will also take place at the fall board meeting. If you are interested in serving as an officer, send your resume and a statement of interest to Sabrina Bradbury by October 17 to be considered for an officer position.
- **Review CALCOG's [Legislative Principles](#)** and bring any ideas you have for updating them. We have not done a substantial update of the legislative principles for a few years and want to take the time to revisit and assess whether there are changes the board would like to make.

This conversation will help staff tailor work program activities and frame options for Board consideration moving forward.

Attachment

SANDAG Joint meeting of the
Transportation, Regional Planning,
and Borders Committees agenda
packet of September 19, 2025

SANDAG

Joint Policy Advisory Committee Agenda

Friday, September 19, 2025 at 9 a.m.

SANDAG Board Room

1011 Union Street, First Floor

San Diego, CA 92101

Joint Meeting of the Transportation, Regional Planning, and Borders Committees

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

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

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

Participate virtually via [Zoom](#). Webinar ID: 865 8488 7011

Telephone: Dial +1 669 444 9171

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

Agendas and Meeting Materials

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

Language and Accessibility Services

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

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

[Free Language Assistance](#) | [Ayuda gratuita con el idioma](#) | [Libreng Tulong sa Wika](#) | [Hỗ trợ ngôn ngữ miễn phí](#) | [免费语言协助](#) | [免費語言協助](#) | [مساعدة لغوية مجانية](#) | [무료 언어 지원](#) | [كمك زبان رایگان](#) | [無料の言語支援](#) | [Бесплатная языковая помощь](#) | [Assistència lingüística gratuïta](#) | [मुफ्त भाषा सहायता](#) | [Assistance linguistique gratuite](#) | [ជំនួយភាសាឥតគិតថ្លៃ](#) | [ఉచిత భాషా సహాయం](#) | [ການຊ່ວຍເຫຼືອດ້ານພາສາພຣີ](#) | [Kaalmada Luqadda ee Bilaash](#) | [Безкоштовна мовна допомога](#) | [SANDAG.org/languageassistance](https://sandag.org/languageassistance) | 619.699.1900

Closed captioning: Closed captioning is available via Zoom's Show Captions "CC" icon.

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

Legal Notices

Notice of nondiscrimination: SANDAG complies with Title VI of the Civil Rights Act, ensuring no discrimination based on race, color, or national origin. For complaints or inquiries, contact SANDAG's compliance officer at 619.699.1900, or file with the Federal Transit Administration or Federal Highway Administration. See Discrimination Complaint Procedures in SANDAG Board Policy No. 009.

[SANDAG.org/nondiscrimination](https://sandag.org/nondiscrimination): [SANDAG Notice of Nondiscrimination](#) | [Aviso de no discriminación de SANDAG](#) | [Abiso sa Hindi Pandiskriming SANDAG](#) | [Thông cáo Không phân biệt đối xử của SANDAG](#) | [SANDAG 非歧视通知](#) | [SANDAG: إشعار عدم التمييز](#)

1. [Call to Order](#)

2. [Non-Agenda Public Comments/Member Comments](#)

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

3. [2025 Regional Plan Update](#)

Staff will present an overview of public comments received and proposed changes to the draft 2025 Regional Plan.

4. [Adjournment](#)

The next Transportation Committee meeting is scheduled for Friday, October 17, 2025, at 9 a.m.

The next Regional Planning Committee meeting is scheduled for Friday, October 03, 2025, at 1 p.m.

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

Attachment

SAWPA OWOW Steering Committee
agenda packet of September 25, 2025

One Water One Watershed

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

OWOW Steering Committee Members

Gil Botello, Convener | SAWPA Commissioner

Philip E. Paule, SAWPA Commissioner

Vicente Sarmiento, Orange County Supervisor

Amanda Carr, Orange County Supervisor Representative (Alt.)

Karen Spiegel, Riverside County Supervisor

Edward Coronado, Riverside County Supervisor Representative (Alt.)

Jesse Armendarez, San Bernardino County Supervisor

Judy Woolsey, San Bernardino County Municipal Representative

Helen Tran, SB County Municipal Representative (Alt.)

Wes Speake, Riverside County Municipal Representative

Fred Jung, Orange County Municipal Representative

William Ruh, Regional Water Quality Control Board

John Scandura, Regional Water Quality Control Board (Alt.)

James Hessler, Business Community Representative

Garry W. Brown, Environmental Community Representative

THIS MEETING WILL BE CONDUCTED IN A HYBRID FORMAT, OFFERING BOTH VIRTUAL VIEWING AND IN-PERSON ATTENDANCE. THE ZOOM LINK PROVIDED IS FOR VIEWING PURPOSES ONLY; MEMBERS OF THE PUBLIC WILL NOT HAVE SPEAKING PRIVILEGES VIRTUALLY. PUBLIC COMMENT MAY BE PROVIDED IN PERSON OR SUBMITTED IN ADVANCE TO [PUBLICCOMMENT@SAWPA.GOV](mailto:publiccomment@sawpa.gov). SPEAKING PRIVILEGES THROUGH ZOOM ARE LIMITED TO APPROVED ENTITIES AND PRE-VETTED PARTICIPANTS, WHO MUST REQUEST AUTHORIZATION BY CONTACTING SAWPAEXECADMIN@SAWPA.GOV. ALL VOTES TAKEN DURING THE MEETING WILL BE CONDUCTED BY ORAL ROLL CALL.

ZOOM LINK FOR VIEWING ONLY

<https://sawpa.zoom.us/j/84085953875>

**REGULAR MEETING OF THE
OWOW STEERING COMMITTEE
SANTA ANA WATERSHED PROJECT AUTHORITY
11615 STERLING AVENUE, RIVERSIDE, CA 92503**

THURSDAY, SEPTEMBER 25, 2025 – 11:00 A.M.

AGENDA

1. **CALL TO ORDER | PLEDGE OF ALLEGIANCE (Gil Botello, Convener)**
2. **ROLL CALL**
3. **PUBLIC COMMENTS**

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

Members of the public may make comments in-person or electronically for the Committees' consideration by sending them to publiccomment@sawpa.gov with the subject line "Public Comment". Submit your electronic comments by 5:00 p.m. on Wednesday, September 24, 2025. All public comments will be provided to the Chair and may be read into the record or compiled as part of the record. Individuals have a limit of three (3) minutes to make comments and will have the opportunity when called upon by the Committee.



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

4. ITEMS TO BE ADDED OR DELETED

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

5. CONSENT CALENDAR

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

A. APPROVAL OF MEETING MINUTES: MAY 22, 2025

Recommendation: Approve as posted.

6. BUSINESS ITEMS

A. PROPOSITION 1 ROUND 2 REPLACEMENT PROJECTS APPROVAL (SC#2025.7)

Presenter: Ian Achimore

Recommendation: Approve Proposition 1 Integrated Regional Water Management Round 2 replacement projects for the 1) Weather Modification Pilot and 2) Lead Service Line Replacement in Bloomington Project.

7. INFORMATIONAL REPORTS

Recommendation: Receive for information.

A. GRANT FUNDED PROJECT HIGHLIGHTS - GROUNDWATER REPLENISHMENT SYSTEM FINAL EXPANSION PROJECT (AWARDED PROPOSITION 1 ROUND 1 FUNDS) ORANGE COUNTY REGIONAL PFAS GROUNDWATER TREATMENT PROGRAM (AWARDED PROPOSITION 1 ROUND 2 FUND) (SC#2025.8)

Presenter: Lo Tan, Orange County Water District

B. SANTA ANA RIVER WATERSHED CLIMATE ADAPTATION AND RESILIENCE PLAN UPDATES (SC#2025.9)

Presenter: Haley Gohari

8. SAWPA GENERAL MANAGER REPORT

9. CONVENER'S COMMENTS/REPORT

10. COMMITTEE MEMBERS' COMMENTS

11. REQUEST FOR FUTURE AGENDA ITEMS

12. ADJOURNMENT

PLEASE NOTE:

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

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



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

2025 OWOW Steering Committee Regular Meetings

Fourth Thursday of Every Quarter (February, May, July, September, November)

(Note: All meetings begin at 11:00 a.m., unless otherwise noticed, and are held at SAWPA.)

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

*Meeting date adjusted due to conflicting holiday.

2026 OWOW Steering Committee Regular Meetings

Fourth Thursday of Every Quarter (February, May, July, September, November)

(Note: All meetings begin at 11:00 a.m., unless otherwise noticed, and are held at SAWPA.)

February 2/26/2026 Regular Committee Meeting	May 5/28/2026 Regular Committee Meeting
September 9/24/2026 Regular Committee Meeting	November 11/19/2026 Regular Committee Meeting*

*Meeting date adjusted due to conflicting holiday.



Western Riverside Council of Governments

WRCOG Executive Committee

Staff Report

Subject: TUMF Program Activities Update: One Cooperative Agreement Amendment, One TUMF Reimbursement Agreement, and Two TUMF Reimbursement Agreement Amendments

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

Date: October 6, 2025

Recommended Action(s):

1. Authorize the Executive Director to execute a Cooperative Agreement Amendment No. 1 between Riverside County Transportation Commission, the City of Wildomar, and WRCOG for the planning of Bundy Canyon Road and Wildomar Trail Interchanges at Interstate 15.
2. Authorize the Executive Director to execute a TUMF Reimbursement Agreement between the County of Riverside and WRCOG for the planning of Temescal Canyon Road.
3. Authorize the Executive Director to execute a TUMF Reimbursement Agreement Amendment No. 2 between the City of Banning and WRCOG for the construction of Sun Lakes Boulevard between Highland Home Road and Sunset Ave.
4. Authorize the Executive Director to execute a TUMF Reimbursement Agreement Amendment No. 1 between the City of Riverside and WRCOG for the planning, engineering, and construction of Van Buren Boulevard from Jurupa Avenue to Santa Ana River.

Summary:

The Riverside County Transportation Commission (RCTC) and City of Wildomar are requesting a Cooperative Agreement Amendment with WRCOG for project study reports on Bundy Canyon Road and Wildomar Trail interchanges at I-15. RCTC seeks a TUMF Reimbursement Agreement to study widening Temescal Canyon Road from I-15 in Corona to Lake Street in Lake Elsinore. The Cities of Banning and Riverside request a TUMF Reimbursement Agreement Amendment for the Sun Lakes Boulevard and Van Buren Boulevard projects, with a total allocation of \$28,635,000 across all projects.

Purpose / WRCOG 2022-2027 Strategic Plan Goal:

The purpose of this item is to request the approval of one Cooperative Agreement Amendment, one TUMF Reimbursement Agreement, and two TUMF Reimbursement Agreement Amendments. This effort supports WRCOG's 2022-2027 Strategic Plan Goal #5 (Develop projects and programs that improve infrastructure and sustainable development in our subregion).

Discussion:

Background

WRCOG's TUMF Program is a subregional fee program designed to provide transportation and transit infrastructure that mitigates the impact of new growth in western Riverside County. A Reimbursement Agreement is a document between WRCOG and a member agency that allows WRCOG to provide funding for TUMF expenses incurred for the Planning, Design, Engineering, and/or Construction Phase(s) of a TUMF project. To enter into a Reimbursement Agreement, the funding for the project must first be allocated in the appropriate TUMF Zone Transportation Improvement Program (TIP). TUMF Agreements and Amendments are initiated by their respective agencies when that agency is ready for the infrastructure development.

Present Situation

Cooperative Agreement Amendment No. 1 between RCTC, the City of Wildomar, and WRCOG:

1. Agreement No. 24-31-055-01 is a Cooperative Agreement between RCTC, the City of Wildomar, and WRCOG, which declares that RCTC shall be the lead agency for the planning of the Bundy Canyon Road and Wildomar Trail Interchanges at Interstate 15 Projects. Approval of Amendment No. 1 to the Cooperative Agreement authorizes WRCOG to reimburse to RCTC a sum not to exceed \$3,000,000 of TUMF Zone Program Funds.

TUMF Reimbursement Agreement:

1. The Temescal Canyon Road Project set the amount of funding in the Planning Phase to an amount not to exceed \$1,000,000. The proposed Temescal Canyon Road Project will study a new, four-lane roadway on the existing two-lane Temescal Canyon Road from I-15 in the City of Corona to Lake Street in the City of Lake Elsinore.

TUMF Reimbursement Agreement Amendments:

1. The Sun Lakes Boulevard extension project set the funding in the Planning, Engineering, and Construction Phases to an amount not to exceed \$13,000,000. An increase in Project funding has been requested by the City of Banning in an Amendment of \$7,000,000, for a total not to exceed amount of \$20,000,000.
2. The Van Buren Boulevard Widening Project set the funding in the Planning and Engineering Phases to an amount not to exceed \$160,000. An increase in Project funding has been requested by the City of Riverside in an Amendment of \$4,475,000, for a total not to exceed an amount of \$4,635,000.

Prior Action(s):

December 2, 2024: The Executive Committee authorized Executive Director to execute a TUMF Reimbursement Agreement Amendment with the City of Banning for the PA&ED, PS&E, Construction Phase of Sun Lakes Boulevard Extension Project where the project funding will be increased by \$12,000,000 in an amount not to exceed \$13,000,000.

November 4, 2024: The Executive Committee authorized the Executive Director to execute a first

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

March 4, 2024: The Executive Committee authorized the Executive Director to execute a TUMF Cooperative Agreement between WRCOG, the Riverside County Transportation Commission, and the City of Wildomar, for the Bundy Canyon Road and Wildomar Trail Interchanges at I-15.

August 2, 2021: The Executive Committee authorized the Executive Director to 1) execute a TUMF Reimbursement Agreement with the City of Wildomar for the Project Approval and Environmental Documentation Phase of the I-15 / Bundy Canyon Interchange Project in an amount not to exceed \$1,000,000; and 2) execute a TUMF Reimbursement Agreement with the City of Wildomar for the Project Approval and Environmental Documentation Phase of the I-15 / Wildomar Trail Project in an amount not to exceed \$1,000,000.

June 1, 2020: The Executive Committee authorized the Executive Director to execute a TUMF Reimbursement Agreement with the City of Banning for the Project Planning (PA&ED), and Engineering (PS&E) Phases of the Sun Lakes Boulevard Project in an amount not to exceed \$1,000,000.

October 1, 2018: The Executive Committee authorized the Executive Director to execute a TUMF Reimbursement Agreement with the City of Riverside for the Planning and Engineering Phases of the Van Buren Boulevard Widening, Jurupa Avenue to Santa Ana River, Project in an amount not to exceed \$160,000.

Financial Summary:

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

Attachment(s):

Attachment 1 - Cooperative Agreement Amendment No. 1 - RCTC, the City of Wildomar, and WRCOG - Bundy Canyon and Wildomar Trail Interchanges at I-15

Attachment 2 - TUMF Reimbursement Agreement - Temescal Canyon Road (I-15 to Lake St) ((23-SW-RCY-1204))

Attachment 3 - TUMF Reimbursement Agreement - Amendment No. 2 - Sun Lakes Blvd (06-PS-BAN-1206)

Attachment 4 - TUMF Reimbursement Agreement - Amendment No. 1 - Van Buren Blvd Widening (18-NW-RIV-1202)

Attachment

Cooperative Agreement Between
RCTC, City of Wildomar, and
WRCOG – Amendment No. 1 –
Bundy Canyon Road and Wildomar
Trail Interchanges at I-15 PSR

**AMENDMENT NO. 1 TO
COOPERATIVE AGREEMENT
BETWEEN**

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION,
CITY OF WILDOMAR, AND WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS**

**FOR THE PREPARATION OF THE BUNDY CANYON ROAD AND WILDOMAR
TRAIL INTERCHANGES AT INTERSTATE 15
PROJECT STUDY REPORTS**

1. Parties and Date. This Amendment No. 1 ("Amendment No. 1") to Cooperative Agreement is made and entered into this ____ day of _____, 2025 by and between the Riverside County Transportation Commission (RCTC), City of Wildomar (Wildomar), and Western Riverside Council of Governments (WRCOG). RCTC, Wildomar, and WRCOG may collectively be referred to as the "Parties."

2. Recitals.

2.1 The Parties have previously entered into an agreement titled "Cooperative Agreement Between Riverside County Transportation Commission, City of Wildomar, and Western Riverside Council of Governments for the preparation of the Bundy Canyon and Wildomar Trail Interchanges at Interstate 15 Project Study Reports" dated April 4, 2024 (the "Master Agreement").

2.2 The purpose of the Master Agreement was to identify RCTC as the lead agency for the preparation of the Project Study Report (PSR) for the Bundy Canyon Road and Wildomar Trail Interchanges at Interstate 15 (collectively the Projects); to set forth the terms and conditions for WRCOG's release of Transportation Uniform Mitigation Fee (TUMF) Program Funds for the Projects; and to outline the administration roles and responsibilities for each agency.

2.3 Prior to entering into the Master Agreement, WRCOG and Wildomar entered into funding agreements allocating a total of \$2,000,000 of TUMF Program Funds for the preparation of PSRs for the Projects ("WRCOG-Wildomar Funding Agreements"). As of December 11, 2024, WRCOG and Wildomar have amended the Funding Agreements to increase the original total funding amount from \$2,000,000 to \$3,000,000.

2.4 The purpose of this Amendment No. 1 is to increase the Funding Amount, as that term is defined in the Master Agreement, available to reimburse RCTC for its expenses incurred in preparing the PSRs.

3. Terms.

3.1 The first paragraph of Section 3.2 of the Master Agreement is hereby amended to read as follows:

3.2 Funding. WRCOG hereby agrees to distribute to RCTC, on the terms and conditions set forth herein, a sum not to exceed, \$3,000,000 ("Funding Amount") to be used to reimburse RCTC for expenses incurred in preparation of the PSR's for the projects. The Funding Amount shall also be used to reimburse Wildomar for its staff time. The Funding Amount shall consist of the \$3,000,000 in TUMF Program Funds for the Projects. The Parties acknowledge and agree that the Funding Amount may be less than the actual cost of the Projects.

3.2 Except as amended by this Amendment No. 1, all provisions of the Master Agreement, including without limitation the indemnity provisions, shall remain in full force and effect and shall govern the actions of the parties under this Amendment No. 1.

3.3 This Amendment No. 1 is in all respects governed by California law and venue for any dispute shall be in Riverside County.

3.4 This Amendment No. 1 may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

3.5 A manually signed copy of this Amendment No. 1 which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment No. 1 for all purposes. This Amendment No. 1 may be signed using an electronic signature.

[Signatures on following page]

**SIGNATURE PAGE
TO
AMENDMENT NO. 1 TO COOPERATIVE AGREEMENT FOR
BUNDY CANYON ROAD AND WILDOMAR TRAIL INTERCHANGES AT
INTERSTATE 15 PROJECT STUDY REPORT COOPERATIVE AGREEMENT**

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 to Cooperative Agreement on the date first herein above written.

**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**

By: _____
Aaron Hake, Executive Director

CITY OF WILDOMAR

By: _____
Title: City Manager

**WESTERN RIVERSIDE COUNCIL OF
GOVERNMENTS**

By: _____
Dr. Kurt Wilson, Executive Director

ATTEST:

By: _____
Title: City Clerk

Attachment

TUMF Reimbursement Agreement –
Temescal Canyon Road (I-15 to Lake
Street)

((23-SW-RCY-1204))

**TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM
AGREEMENT TO REIMBURSE TUMF FUNDS
TEMESCAL CANYON ROAD
PLANNING (PLN) PHASE**

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

RECITALS

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

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

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

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

AGREEMENT

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

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

1) Planning (PLN)

2. WRCOG Funding Amount. WRCOG hereby agrees to distribute to AGENCY, on the terms and conditions set forth herein, a sum not to exceed **ONE MILLION DOLLARS**

(\$1,000,000.00), to be used for reimbursing the AGENCY for eligible Project expenses as described in Section 3 herein (“Funding Amount”). The Parties acknowledge and agree that the Funding Amount may be less than the actual cost of the Project. Nevertheless, the Parties acknowledge and agree that WRCOG shall not be obligated to contribute TUMF Program Funds in excess of the maximum TUMF share identified in the TUMF Nexus Study (“Maximum TUMF Share”), as may be amended from time to time.

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

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

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

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

(b) Review and Reimbursement by WRCOG. Upon receipt of an invoice from the AGENCY, WRCOG may request additional documentation or explanation of the Project costs for which reimbursement is sought. Undisputed amounts shall be paid by WRCOG to the AGENCY within thirty (30) days. In the event that WRCOG disputes the eligibility of the AGENCY for reimbursement of all or a portion of an invoiced amount, the Parties shall meet and confer in an attempt to resolve the dispute. If the meet and confer process is unsuccessful in resolving the dispute, the AGENCY may appeal WRCOG’s decision as to the eligibility of one or more invoices to WRCOG’s Executive Director. The WRCOG Executive Director shall

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

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

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

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

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

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

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

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

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

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

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

15. Termination.

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

(b) Effect of Termination. In the event that the AGENCY terminates this Agreement, the AGENCY shall, within 180 days, repay to WRCOG any unexpended TUMF Program Funds provided to the AGENCY under this Agreement and shall complete any portion or segment of work for the Project for which TUMF Program Funds have been provided. In the event that WRCOG terminates this Agreement, WRCOG shall, within 90 days, distribute to the

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

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

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

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

18. Indemnification.

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

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

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

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

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

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

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

(iii) Contain standard separation of insured provisions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to AGENCY: County of Riverside
Transportation Department
4080 Lemon Street, 8th Floor
Riverside, CA 92501
Attention: Dennis Acuna, Director of Transportation
Telephone: (951) 955-6820
Facsimile: (951) 955-3198

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

Any notice so given shall be considered served on the other party three (3) days after deposit in the U.S. mail, first class postage prepaid, return receipt requested, and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred regardless of the method of service.

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

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

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

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

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

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

39. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

40. Electronic Signatures. Each Party to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement as well as any amendments to this Agreement. The Parties further agree that the electronic signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this Section, a digital

signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

[SIGNATURES ON FOLLOWING PAGE]

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

WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS

COUNTY OF RIVERSIDE

RECOMMENDED FOR APPROVAL:

By: _____
Dr. Kurt Wilson
Executive Director

By: _____
Dennis Acuna
Director of Transportation

APPROVED TO FORM:

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: _____
Steven C. DeBaun
General Counsel

By: _____
Stephanie Nelson
Deputy County Counsel

APPROVAL BY THE COUNTY BOARD
OF SUPERVISORS:

By: _____

Chairman, County Board of Supervisors

ATTEST:
Kimberly Rector
Clerk of the Board

By: _____

Deputy

EXHIBIT “A”**SCOPE OF WORK**

The Project phase to be funded under this Agreement consists of Planning (PLN) phase.

Temescal Canyon Road is located south of the City of Corona within the unincorporated Temescal Valley area of the County of Riverside (County). Temescal Canyon Road serves as the only north-south arterial that runs parallel to Interstate 15 (I-15) and is used as an alternate route to avoid congestion on I-15.

The proposed Temescal Canyon Road (Project) will study a new four-lane roadway on the existing two-lane Temescal Canyon Road from I-15 in the City of Corona to Lake Street in the City of Lake Elsinore both are in the unincorporated area of the County.

The PLN phase will include concept/alternative development needed to establish a design footprint. Once the footprint is established, environmental studies and preliminary engineering can be performed to support the environmental document. PLN phase will also include determination of utility conflicts, establishing a Right of Way Requirements Map, and aerial and field surveys, among other things to support the future Engineering (ENG) Phase.

EXHIBIT “A-1”**ESTIMATE OF COST**

Phase	TUMF	LOCAL	TOTAL
PLANNING (PLN)	\$1,000,000.00	\$0	\$1,000,000.00
ENGINEERING (ENG)			
RIGHT OF WAY (ROW)			
CONSTRUCTION (CON)			
TOTAL	\$1,000,000.00	\$0	\$1,000,000.00

EXHIBIT “A-2”

PROJECT SCHEDULE

Phase	Estimated Completion Date	Estimated Cost	Comments
PLN	FY 27/28	\$1,000,000.00	
ENG			
ROW			
CON			
TOTAL		\$1,000,000.00	

Elements of Compensation

EXHIBIT “B”

PROCEDURES FOR SUBMITTAL, CONSIDERATION AND PAYMENT OF INVOICES

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

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

Signed _____

Title _____

Date _____

Invoice No. _____

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

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

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

1. ELEMENTS OF COMPENSATION.

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

1.1 DIRECT LABOR COSTS.

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

1.1.1 DIRECT SALARY COSTS

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

1.1.2 MULTIPLIER

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

1.1.2.1 Direct Salary Costs _____

1.1.2.2 Payroll Additives _____

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

1.1.2.3 Overhead Costs _____

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

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

1.2 FIXED FEE.

1.2.1 The fixed fee is \$ _____.

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

1.3 ADDITIONAL DIRECT COSTS.

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

Rates for identified Additional Direct Costs are as follows:

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

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

2. DIRECT SALARY RATES

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

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

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

[__sample__]

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

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

3. INVOICING.

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

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

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

Signed _____
 Title _____
 Date _____
 Invoice No. _____

4. PAYMENT

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

EXHIBIT B-2
Sample Cover Letter to WRCOG

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

Re: Project Title - Invoice #__

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

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

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

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

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

By: _____
Name
Title

cc:

EXHIBIT B-3
Sample Letter from Contractor to AGENCY

Month/Date/Year

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

Invoice # _____

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

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

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

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

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

By: _____
Name
Title

EXHIBIT B-4
SAMPLE TASK SUMMARY SCHEDULE
(OPTIONAL)

EXHIBIT B-5
Sample Progress Report

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

A. Activities and Work Completed during Current Work Periods

TASK 01 – 100% PS&E SUBMITTAL

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

B. Current/Potential Problems Encountered & Corrective Action

Problems	Corrective Action
None	None

C. Work Planned Next Period

TASK 01 – 100% PS&E SUBMITTAL

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

Attachment

TUMF Reimbursement Agreement –
Amendment No. 2 – Sun Lakes Blvd
Extension Project
(06-PS-BAN-1206)

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

SUN LAKES BOULEVARD EXTENSION PROJECT

PA&AD, PS&E AND CONSTRUCTION PHASES

This Amendment No.2 to Transportation Uniform Mitigation Fee Program Agreement (“Amendment No. 2”) is entered into this _____ day of _____, 2025, by and between the WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS (“WRCOG”) and City of Banning, a California municipal corporation (“AGENCY”). WRCOG and the AGENCY are sometimes referred to individually as “Party” and collectively as “Parties.”

RECITALS

A. WRCOG and AGENCY have entered into an agreement titled “Transportation Uniform Mitigation Fee Program Agreement” that is dated June 12, 2020 (“Agreement”). The Agreement provides the terms and conditions, scope of work, schedule and funding amount for the construction of the Sun Lakes Boulevard Extension (hereinafter the “Project”).

B. On January 9, 2025, the Parties entered into Amendment No. 1 to the Agreement in order to increase the funding amount.

C. The Parties desire to amend the Agreement, as previously amended, by increasing the funding amount pursuant to Sections 6 and 33 of the Agreement.

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

AGREEMENT

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

1. The Funding Amount contained in Section 2 of the Agreement as amended by Amendment No. 2 is hereby increased by **\$7,000,000 (SEVEN MILLION DOLLARS)** from **\$13,000,000 (THIRTEEN MILLION DOLLARS)** to an amount not to exceed **\$20,000,000 (TWENTY MILLION DOLLARS)**.

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

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

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

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

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 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 BANNING

By: _____
Dr. Kurt Wilson, Executive Director

By: _____
Art Vela, Acting City Manager

Approved to Form:

Approved to Form:

By: _____
Steven C. DeBaun
General Counsel

By: _____
John Pinkney, City Attorney

Attest:

By: _____
Sandra Calderon, Acting
Administrative City Clerk

Exhibit A

SCOPE OF SERVICES

1. SCOPE OF WORK:

PA&ED and PSE Phases

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

CON Phase

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

EXHIBIT “A-1”
ESTIMATE OF COST

Phase	TUMF	LOCAL	TOTAL
PA&ED	\$500,000	0	\$500,000
PS&E	\$500,000	0	\$500,000
RIGHT OF WAY	0	0	0
CONSTRUCTION	\$19,000,000	0	\$19,000,000
TOTAL	\$20,000,000	0	\$20,000,000

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

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

Attachment

TUMF Reimbursement Agreement –
Amendment No. 1 – Van Buren
Boulevard Widening

(18-NW-RIV-1202)

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

**VAN BUREN BOULEVARD WIDENING – JURUPA AVENUE TO SANTA ANA RIVER
PLANNING, ENGINEERING, AND CONSTRUCTION PHASES**

This Amendment No. 1 to Transportation Uniform Mitigation Fee Program Agreement (“Amendment No. 1”) is entered into this _____ day of _____, 2025, by and between the **WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS** (“WRCOG”) and **CITY OF RIVERSIDE** (“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 **8th of February, 2019** (“Agreement”). The Agreement provides the terms and conditions, scope of work, schedule and funding amount for the construction of the **VAN BUREN BOULEVARD WIDENING FROM JURUPA AVENUE TO SANTA AND RIVER** (hereinafter the “Project”).

B. The Parties desire to amend the Agreement to include the construction phase of the Qualifying Project.

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

D. Funds are being increased for this Project to update the environmental permits, provide additional structural and geotechnical engineering services, add a construction phase, and

complete the preparation of plans, specifications, and estimate inclusive of the new retaining wall.

AGREEMENT

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

1. Section 1, Description of the Qualifying Project, is hereby amended to include the Construction Phase for construction of the street widening improvements.

2. The Funding Amount contained in Section 2 of the Agreement is hereby increased by Four Million Four Hundred Seventy Five Thousand (\$4,475,000) from One Hundred Sixty Thousand (\$160,000) to an amount not to exceed Four Million Six Hundred Thirty Five Thousand (\$4,635,000).

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

4. 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**

By: _____
Dr. Kurt Wilson,
Executive Director

**CITY OF RIVERSIDE,
a municipal corporation**

By: _____
City Manager

Attest:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
Steven C. DeBaun
General Counsel

APPROVED AS TO FORM:

By: _____
City Attorney

Exhibit A**SCOPE OF WORK**

SCOPE OF WORK: The project will widen Van Buren Boulevard in the southbound direction between Jurupa Avenue and Santa Ana River to provide for three (3) travel lanes. The project will realign portions of the existing Santa Ana River Trail as well as construct slopes, retaining walls, and storm drain modifications. Project design consists of the following phases:

- 1) Planning Phase – Complete Project Approval and Environmental Documents (PA&ED) including preliminary engineering and obtain environmental clearance for the project;
- 2) Engineering Phase – Complete Plans, Specifications, and Estimate (PS&E) to complete final engineering and prepare construction contract documents. Advertise the project for bids and award a construction contract to the lowest responsive bidder.
- 3) Construction Phase – Construct the street widening improvements as described.

EXHIBIT “A-1”**ESTIMATE OF COST**

Phase	TUMF	LOCAL	TOTAL
PA&ED	\$200,000	0	\$200,000
PS&E	\$250,000	0	\$250,000
RIGHT OF WAY	0	0	0
CONSTRUCTION	\$4,185,000	0	\$4,185,000
TOTAL	\$4,635,000	0	\$4,635,000

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

Phase	Estimated Completion Date	Estimated Cost	Comments
PA&ED	08/2026	\$200,000	
PS&E	08/2027	\$250,000	
RIGHT OF WAY	N/A	\$0	
CONSTRUCTION	08/2028	\$4,185,000	
TOTAL		\$4,635,000	



Western Riverside Council of Governments WRCOG Executive Committee

Staff Report

Subject: Approval of Exhibit 1 to the Memorandum of Understanding between WRCOG and SCAG for the Regional Early Action Planning 2.0 Grant Subregional Partnership Program

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

Date: October 6, 2025

Recommended Action(s):

1. Authorize the Executive Director to execute Exhibit 1 of the Memorandum of Understanding, substantially as to form, with SCAG for the Regional Early Action Planning 2.0 Subregional Partnership 2.0 Program Grant.
2. Authorize the Executive Director to execute the WRCOG Regional Early Action Planning Local Staff Assistance Program Agreement.

Summary:

WRCOG is looking to begin work on a Regional Early Action Planning (REAP) 2.0 project with the City of Menifee. The City has asked to run its own procurement process, which will change how WRCOG handles REAP 2.0 reimbursements under the MOU. By approving Exhibit 1 of this Memorandum of Understanding (MOU), it will allow the City to handle its own procurement process and will pay the consultants directly, in lieu of WRCOG paying the consultants and seeking direct reimbursement from SCAG.

Purpose / WRCOG 2022-2027 Strategic Plan Goal:

The purpose of this item is to approve Exhibit 1 of the MOU between WRCOG and SCAG and start a new project with the City of Menifee under the REAP 2.0 Subregional Partnership 2.0 Program Grant. This item aligns with WRCOG's 2022-2027 Strategic Plan Goal #2 (Identify and help secure grants and other potential funding opportunities for projects and programs that benefit member agencies).

Discussion:

Background

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

1. Accelerate infill development that facilitates housing supply, choice, and affordability;
2. Affirmatively further Fair Housing; and
3. Reduce VMT.

In December 2024, the Executive Committee authorized the execution of an MOU and adopted a resolution, allowing WRCOG to execute the REAP 2.0 Program and access the funding through SCAG. Currently, WRCOG is providing technical assistance to multiple member agencies.

Present Situation

The City of Menifee is looking to start a REAP 2.0 project utilizing WRCOG's grant funding. In lieu of having WRCOG handle the procurement process for identifying a consultant for the project, the City is opting to handle its own procurement process. The City is also opting to pay the consultant directly instead of WRCOG paying the consultant and seeking reimbursement from SCAG. Execution of Exhibit 1 allows the City to handle both its procurement process and pay the consultants directly.

Staff is requesting that the Executive Committee approve Exhibit 1 of the MOU and authorize the Executive Director to execute the Local Staff Assistance Program Agreement.

Prior Action(s):

December 2, 2024: The Executive Committee 1) authorized the Executive Director to execute a Memorandum of Understanding, substantially as to form, with SCAG for the Regional Early Action Planning 2.0 Subregional Partnership 2.0 Program Grant; and 2) adopted Resolution Number 31-24; A Resolution of the Executive Committee of the Western Riverside Council of Governments approving an agreement to receive funding from the Regional Early Action Planning Grant Program of 2021.

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

Financial Summary:

Activities related to REAP 2.0 are included in WRCOG's Fiscal Year 2025/2026 budget under the General Fund (Fund 110).

Attachment(s):

[Attachment 1 - MOU No. M-018-25](#)

[Attachment 2 - Exhibit 1 Flow Down Provision](#)

[Attachment 3 - WRCOG REAP Local Staff Assistance Program Agreement](#)

Attachment

Memorandum of Understanding

No. M-018-25

**MEMORANDUM OF UNDERSTANDING
No. M-018-25**

SCAG Overall Work Program (OWP) No: 305-4927.04

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

Sub-Recipient Name: Western Riverside Council of Governments

Sub-Recipient's UEI No: C589CLZSR4J7

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

Total Amount of Non-Federal Funds Obligated to Sub-Recipient: \$1,629,834.00

Total Amount of the Sub-Award: \$1,629,834.00

Subaward Period of Performance Start Date: See Section 37

Subaward Period of Performance End Date: June 30, 2026

Type of Contract: Project Specific

Method of Payment: See Section 6 of this MOU

Project R&D: N/A

Indirect Cost Rate for the Award: See MOU Rate Confirmation sheet*

Fringe Benefits Cost Rate for the Award: See MOU Rate Confirmation sheet*

*See Section 9 of this MOU

Subaward Project Title: Western Riverside Council of Governments REAP 2.0 Subregional Partnership 2.0 Program Grant

Subaward Project Description: Western Riverside Council of Governments will utilize REAP 2.0 funding for eligible uses and activities as provided in the Subregional Partnership Program Guidelines.

**MEMORANDUM OF UNDERSTANDING
No. M-018-25**

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

(SCAG Project/OWP No. **305-4927.04**)

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

RECITALS

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

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

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

WHEREAS, HCD awarded funds to SCAG under REAP 2.0;

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

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

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

Housing Technical Assistance

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

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

NOW THEREFORE, IT IS MUTUALLY AGREED THAT:

1. Recitals and Exhibits

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

2. Term

The Term of this MOU shall begin on the Effective Date and continue until June 30, 2026, (“Completion Date”), unless terminated earlier as provided herein. Time is of the essence in the performance of services under this MOU.

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

- a. Sub-Recipient shall be responsible for implementing the Projects in accordance with the “Scopes of Work” attached as:

Exhibit A-1 - Housing Technical Assistance

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

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

requirements, and, as applicable, shall serve as the implementing agency for environmental approval(s).

4. Project Management

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

Christopher Tzeng
Program Manager
951-405-6711
ctzeng@wrcog.us

SCAG reserves the right to change this designation.

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

Jessica Reyes Juarez
Associate Regional Planner
(213) 236-1802
juarez@scag.ca.gov

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

5. Funding

- a. SCAG's contribution to the Projects is funded wholly with REAP 2.0 funds, in an amount not to exceed \$1,629,834.00 ("Grant Funds"). The individual Projects shall be funded as follows ("Project Funds"):

Housing Technical Assistance – \$1,629,834.00

- b. SCAG shall not be obligated to make payments for any Project costs that exceed the Project Funds for that Project or the Grant Funds for the Projects. SCAG shall not be obligated to pay for any increase in Project costs which exceeds the Projects' budget included in this MOU and the most current fully executed SOW Approval Form(s), the Project Funds for that Project, or the Grant Funds for the Projects. SCAG shall not be obligated to make payments from any source other than funds provided by HCD to SCAG pursuant to REAP 2.0. In the event HCD terminates its agreement to provide funds or reduces the funds provided, SCAG shall have the right to terminate this MOU, in accordance with Section 17, or to amend this MOU to reflect the changes in funding.
- c. SCAG shall make payments to Sub-Recipient only for work performed as part of the Scopes of Work, as outlined in the most current fully executed SOW Approval Form(s), and consistent with REAP 2.0 Goals and Objectives, REAP 2.0 Guidelines, and Program Guidelines.

- d. SCAG reserves the right, in its sole discretion, to discontinue funding any one or more of the Projects and/or terminate this MOU as described in Section 17.
- e. Any costs for which Sub-Recipient receives reimbursement or credit that is determined by a subsequent audit or other review by either SCAG, HCD, other State authorities or federal cognizant agency to be ineligible or otherwise unallowable, are to be repaid by Sub-Recipient within thirty (30) calendar days of Sub-Recipient receiving notice or a written demand for reimbursement from SCAG. Such repayment may include interest, penalties or related fees, as determined by HCD or other State authorities. Should Sub-Recipient fail to reimburse unallowable costs due to SCAG within thirty (30) calendar days of demand, or within such other period as may be agreed between both parties hereto, SCAG is authorized to withhold and/or off-set future payments to Sub-Recipient.

6. Invoices

- a. This MOU is a Cost Reimbursement agreement. Amounts claimed must reflect the actual incurred and paid cost of completed work. The actual incurred and paid costs may not exceed each Projects' budgets set forth in this MOU and the most current fully executed SOW Approval Form(s). All invoices submitted to SCAG for payment shall be e-mailed to accountspayable@scag.ca.gov and copy the SCAG Project Manager (file cannot exceed 10MB). All invoices submitted to SCAG for the Projects shall reference the OWP Project Number (OWP No. 305-4927.04). A separate invoice must be submitted for each individual Project.
- b. By the twenty-first day following the start of a new month (i.e., January 21, February 21, March 21), Sub-Recipient shall submit an invoice for each Project to SCAG using the electronic "Invoice Template" in accordance with the invoice submittal instructions and requirements noted in Exhibit C. Invoices must be submitted in both PDF format and Excel file format. Invoices shall contain a progress report portion which serves to confirm that the services have been performed and can be paid. All invoiced costs must be substantiated by providing documented support for the expense incurred, such as copies of payroll reports, paid invoices, and proof of payment. The invoice progress report shall serve as the formal progress report for the Project and shall be signed by the Sub-Recipient. The progress report shall include, in narrative form, a description of services performed by Sub-Recipient's staff and Consultant(s) as well as progress toward completion of tasks related to the Projects for the invoiced period and progress achieved toward the REAP 2.0 Goals and Objectives. SCAG shall review invoices for compliance with this MOU. If SCAG determines that an invoice is compliant with this MOU, SCAG shall approve the invoice and issue payment to the Sub-Recipient. If SCAG determines that an invoice is not compliant with this MOU or the most current fully executed SOW Approval Form, SCAG may withhold and/or off-set future payment(s) to the Sub-Recipient.
- c. SCAG shall reimburse Sub-Recipient as promptly as SCAG's fiscal procedures permit, using Electronic Fund Transfer, available at: [ACH Vendor Payment Authorization Form](#), upon receipt of itemized invoices submitted in accordance with this MOU. Sub-Recipient shall complete the ACH Vendor Payment Authorization Form and email it to ACHpayment@scag.ca.gov, prior to executing this MOU.

- d. Incomplete or inaccurate invoices may be returned to Sub-Recipient for correction without payment until corrected and approved. SCAG may, at its discretion, disallow any unsupported costs and process the invoice. If Sub-Recipient corrects the error, the disallowed items can be included in the next set of invoices.
- e. Travel expenses and per diem rates are not to exceed the rates and policies specified by the State of California Department of Human Resources, which can be found at: <https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>.
- f. The Parties acknowledge that SCAG's fiscal year is from July 1 to June 30. Sub-Recipient agrees to submit all invoices to SCAG for services rendered through June 30th, no later than July 21st during the Term of this MOU. SCAG shall not be obligated to pay Sub-Recipient for any invoice received after such date.
- g. Sub-Recipient shall submit its final invoice to SCAG within thirty (30) days of the completion of each individual Project, but no later than within thirty (30) days after all Grant Funds have been expended, whichever is first. SCAG shall not be obligated to pay-Sub Recipient for any invoice received after such date.
- h. Sub-Recipient will require that its Consultant(s) pay any contractors and subcontractors for satisfactorily completed work no later than ten (10) days of receipt of each payment from Sub-Recipient. The ten (10) calendar days period is applicable unless a shorter period is required by applicable law.

7. Reporting

- a. At any time during the term of this MOU, SCAG may request additional information, as needed, to demonstrate satisfaction of all requirements identified in the MOU and the most current fully executed SOW Approval Form.
- b. By February 10 of each year following receipt of funding pursuant to this MOU, Sub-Recipient shall submit an Annual Report using the "Report Template," attached as Exhibit D. Sub-Recipient shall submit a separate Annual Report for each Project. The Annual Report shall include, in narrative form, a description of services performed by Sub-Recipient's staff and Consultant(s) as well as progress toward completion of tasks related to each Project for the prior year, a reporting of all costs incurred for that period, and progress achieved toward the REAP 2.0 Goals and Objectives.
- c. When a Project is finalized, and no later than the Completion Date, Sub-Recipient shall submit a Close-Out Report for the Project. At the time of the execution of this MOU, HCD has not provided the requirements for the Close-Out Report due to HCD by all grantees at the conclusion of the grant performance period. Therefore, the Close-Out Report format required by SCAG of Sub-Recipient is not available at this time, but will be provided when it becomes available.
- d. All reports submitted to SCAG shall reference the OWP Project Number (OWP No. 305-4927.04).

8. Accounting

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

9. Allowable Uses of Grant Funds

- a. Project Funds and Grant Funds shall be expended in compliance with the REAP 2.0 Goals and Objectives, and as required meets the definition for “Infill,” as provided in the State REAP 2.0 Guidelines.
 - i. REAP 2.0 Goals (“Goals”) are to invest in housing, planning, and infill housing-supportive infrastructure across the entire state in a manner that reduces Vehicle Miles Traveled (“VMT”), increases housing affordability, and advances equity. More detailed information on the Goals can be found in Section 201 of the [REAP 2.0 Notice of Funding Availability \(“NOFA”\) and Final Guidelines for MPO Applicants](#) and are made a part of the provisions of this MOU as if set forth in full.
 - ii. REAP 2.0 Objectives (“Objectives”) include: (1) accelerating infill development that facilitates housing supply, choice, and affordability; (2) Affirmatively Furthering Fair Housing; (3) reducing vehicle miles traveled. More detailed information on the Objectives can be found in Section 202 of the [REAP 2.0 NOFA and Final Guidelines for MPO Applicants](#) and are made a part of the provisions of this MOU as if set forth in full.
- b. Project Funds and Grant Funds shall only be used by Sub-Recipient for activities approved by SCAG and included in the Scopes of Work, as outlined in the most current fully executed SOW Approval Form(s).
- c. Project Funds and Grant Funds may not be used for administrative costs of persons employed by Sub-Recipient for activities not directly related to eligible activities.
- d. Sub-Recipient shall use no more than five percent (5%) of the Project Funds for administrative costs related to a Project, or a maximum of eighty-one thousand, four hundred and ninety-one dollars (\$81,491), whichever is lower. For purposes of this MOU, administrative costs are the costs incurred in direct support of grant administration that are not included in the organization’s indirect cost pool. Additional funds may be used from other sources solely contributed by Sub-Recipient to support Sub-Recipient’s administration of the Projects.

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

10. Work Products

- a. For purposes of this MOU, “Work Products” shall mean all deliverables created or produced under this MOU including, but not limited to, all deliverables conceived or made either solely or jointly with others during the term of this MOU and during a period of six months after the termination

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

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

11. Amendments

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

12. Notices

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

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

SCAG reserves the right to change this designation.

To Sub-Recipient: Dr. Kurt Wilson
Executive Director
WRCOG
3390 University Ave., Suite 200, Riverside, CA 92807
951-405-6701
kwilson@wrcog.us

13. Insurance

- a. Sub-Recipient, at their own expense, shall procure and maintain policies of insurance, or provide

evidence of self-insurance, of the types and amounts below, for the duration of the MOU. The policies shall state they afford primary coverage.

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

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

maintained by SCAG shall be excess of Sub-Recipient's insurance and shall not contribute with it.

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

14. Indemnification

Sub-Recipient shall fully defend, indemnify and hold harmless SCAG, its members, officers, employees, and agents from any and all claims, losses, liabilities, damages, expenses, suits or actions including attorneys' fees, brought forth or arising under any theories or assertions of liability, occurring

by or resulting from or otherwise related to the Projects or this MOU. Such obligations shall not, however, extend to any claims, losses, liabilities, damages, expenses, suits or actions that arise from SCAG's gross negligence or willful misconduct.

15. Disputes

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

16. Noncompliance

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

17. Termination of MOU

- a. Termination for Cancellation or Reduction in REAP 2.0 Funding. In the event HCD terminates or cancels funding to SCAG, this MOU is deemed to be terminated and SCAG shall be relieved of any and all obligations under this MOU as of the effective date of HCD's termination. In the event

HCD reduces funding to SCAG, SCAG shall have the unilateral right to stop work, proportionally reduce funding to Sub-Recipient or terminate this MOU.

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

18. Records Retention

- a. Sub-Recipient and its Consultant(s) shall maintain and make available, in accordance with Section 19 of this MOU, all source documents, books and records connected with the Projects, documentation of its normal procurement policy and competitive procurement bid process and completed procurements related to the Projects, all work performed under this MOU, all evidence of environmental clearance, and evidence demonstrating the funding was used for the appropriate purposes for a minimum of five (5) years after December 31, 2026. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.
- b. If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been started before the expiration of the required record retention period, all records shall be retained and made available by Sub-Recipient and its Consultant(s) for five (5) years after: (a) the conclusion or resolution of the matter; (b) the date an audit resolution is achieved for each annual SCAG OWP; or (c) December 31, 2026, whichever is later.

19. Monitoring and Audits

- a. SCAG may monitor expenditures and activities of Sub-Recipient and its Consultant(s) as SCAG deems necessary to ensure compliance with the MOU, the Statutes, the REAP 2.0 Guidelines and the Program Guidelines.
- b. At any time during the term of this MOU, SCAG, HCD, the California Department of General Services, the California Bureau of State Audits, or their designated representatives may perform

or cause to be performed a financial audit of any and all phases of the Projects. At their request, Sub-Recipient shall provide, at its own expense, a financial audit prepared by an independent certified public accountant.

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

20. Small Business and Disabled Veteran Business Enterprise Participation

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

21. Compliance with Laws, Rules, and Regulations

- a. Sub-Recipient agrees to comply with all federal, state and local laws, rules and regulations applicable to this MOU.
- b. Non-Discrimination/Equal Employment Opportunity

- i. During the performance of this MOU, Sub-Recipient assures that no person shall be denied the MOU's benefits, be excluded from participation or employment, be denied Project benefits, or be subjected to discrimination based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, under the Projects or any program or activity funded by this MOU, as required by Title VI of the Civil Rights Act of 1964, the Fair Housing Act (42 U.S.C. §§ 3601-20) and all implementing regulations, the Americans with Disabilities Act ("ADA") of 1990 (42 U.S.C. §§ 12101 *et seq.*) and all applicable regulations and guidelines issued pursuant to the ADA, and the Age Discrimination Act of 1975 and all implementing regulations. Sub-Recipient shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
 - ii. Sub-Recipient shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12900 *et seq.*), the regulations promulgated thereunder (Cal. Code Regs. tit. 2, § 11000 *et seq.*), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§ 11135-11139.5), and the regulations or standards adopted by HCD to implement such article.
 - iii. Sub-Recipient shall permit access by representatives of the Department of Fair Employment and Housing, SCAG, and HCD upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as the Department of Fair Employment and Housing, SCAG, or HCD shall require to ascertain compliance with this Section.
 - iv. Sub-Recipient shall give written notice of its obligations under this Section to labor organizations with which they have a collective bargaining or other agreement.
 - v. Sub-Recipient shall adopt and implement affirmative processes and procedures that provide information, outreach and promotion of opportunities in the Projects to encourage participation of all persons regardless of race, color, national origin, sex, religion, familial status, or disability. This includes, but is not limited to, a minority outreach program to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, as required by 24 C.F.R. § 92.351.
- c. Recycling Certification. Sub-Recipient shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to SCAG regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code § 12205).
- d. Anti-Trust Claims. Sub-Recipient, by signing this MOU, hereby certifies that if these services or goods are obtained by means of a competitive bid, the Sub-Recipient shall comply with Title 1, Division 5, Chapter 11 of the California Government Code (Gov. Code §§ 4550-4554).

- e. Child Support Compliance Act. If the Grant Funds provided under this MOU are in excess of \$100,000, Sub-Recipient acknowledges in accordance with Public Contract Code 7110, that:
 - i. Sub-Recipient recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
 - ii. Sub-Recipient, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- f. Priority Hiring Considerations. If this MOU includes services in excess of \$200,000, the Sub-Recipient shall give priority consideration in filling vacancies in positions funded by the MOU to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
- g. Loss Leader. If this MOU involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC § 10344(e).)

22. Public Works and Construction

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

- a. Labor Code Requirements
 - i. Sub-Recipient is hereby put on notice that the one or more of the Projects under the MOU may qualify as a public works project and Sub-Recipient will therefore be required to determine whether the Project falls under a classification that would require payment of prevailing wages. Services constituting public works are described in California Labor Code Sections 1720-1861, as may be amended or recodified by legislative action from time-to-time.
 - ii. If a Project qualifies as a public works project, Sub-Recipient shall be the Awarding Body for the public works project and required to comply with all requirements applicable to the Awarding Body.
 - iii. If Sub-Recipient or its Consultant(s) will perform services that require payment of prevailing wages, they are required to register with the California Department of Industrial Relations (DIR) in order to be compliant with the law. Neither Sub-Recipient nor its Consultant(s) may work on a public works project without a current and active DIR registration.

- iv. In the event that Sub-Recipient or its Consultant(s) engages in the performance of a public work under this MOU as defined by Labor Code Section 1770 *et seq.*, Sub-Recipient and its Consultant(s) shall be required to cause such employees who are entitled to prevailing wages, to be paid the required wage amounts pursuant to applicable state law. Sub-Recipient and its Consultant(s) shall ensure compliance with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- v. Sub-Recipient further acknowledges that any work that qualifies as a public work within the meaning of California Labor Code Section 1720 shall require Sub-Recipient and its Consultant(s) to comply with the provisions of California Labor Code Sections 1775 *et seq.* Sub-Recipient agrees to ensure compliance with Labor Code Section 1776 regarding retention and inspection of payroll records and noncompliance penalties, Labor Code Section 1777.5 regarding employment of registered apprentices, and Labor Code Section 1813 regarding forfeiture for violations of the maximum hours per day and per week provisions contained in the same chapter.
- b. Sub-Recipient shall comply with all applicable federal, state, and local procurement requirements for public works and construction projects and shall advertise, open bids, award, and approve all construction contracts in accordance with the California Public Contract Code and the California Labor Code.
- c. All construction contracts for the Projects shall be administered and managed by Sub-Recipient. Sub-Recipient shall prepare or have prepared a detailed schedule of performance for the Projects, ensuring that all construction is completed within the timeline allowed by the MOU. Sub-Recipient shall be responsible for requiring the construction contractor to furnish any applicable labor and material bonds and payments and performance bonds naming the Sub-Recipient as obligee, and SCAG as additional obligee, or an insurance policy in lieu of such bonds.
- d. Sub-Recipient agrees to procure any and all permits, licenses and approvals necessary to complete the Projects, including those necessary to perform design, construction, operation and maintenance, and to comply with all California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) requirements applicable to the Projects. Sub-Recipient shall pay all charges and fees and give all notices necessary or incidental to the Projects.
- e. Sub-Recipient shall prepare, or have prepared, all plans, specifications and estimates for the Projects and ensure that the Projects comply with all applicable federal and state accessibility requirements, including but not limited to the Americans with Disabilities Act, including its implementing regulations at 24 CFR Part 8 and any amendments, and California Government Code Section 4450, and applicable requirements and guidance provided in Title 24 of the California Code of Regulations, for the construction of buildings, structures, sidewalks, curbs and related facilities for accessibility and usability.
- f. Sub-Recipient shall conduct all necessary due diligence for the Projects, including but not limited to performing necessary environmental assessments/review of environmental hazard reports, conducting engineer/geotechnical review, commissioning title reports to identify and evaluate the condition of title and encumbrances on the subject property, including but not limited to any

covenants, conditions and restrictions, determining the entity(ies) with site control, including whether any third parties have ownership or site control rights, and determining the suitability for the Projects.

- g. Sub-Recipient shall ensure any contractors or subcontractors are paid in accordance with applicable laws and regulations.
- h. Sub-Recipient shall comply with the procedure set forth in Public Contracts Code Section 9204 for processing contractor claims, paying undisputed amounts, and requiring mediation of disputed amounts.
- i. Sub-Recipient shall be responsible for ensuring ongoing maintenance of the Projects after completion. SCAG shall not be responsible for ongoing maintenance of the Projects after completion.

23. Conflict of Interest

The Parties shall comply with all applicable federal and state conflict of interest laws, regulations, and policies.

24. Independent Contractor

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

25. Assignment

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

26. Release of Information

- a. Subject to any provisions of law, including but not limited to the California Public Records Act, any Work Product or materials deemed confidential by either Party shall be held confidential by the receiving Party who shall safeguard such confidential materials from unauthorized disclosure, using the same standard of care to avoid disclosure as the receiving Party treats its confidential information, but in no case less than reasonable care. Nothing furnished to either Party which is otherwise known or is generally known, or has become known, to the related industry shall be deemed confidential.
- b. Sub-Recipient shall not release any information or Work Products to a third party or otherwise publish or utilize any information or Work Products obtained or produced by it as a result of or in connection with the performance of services under this MOU without the prior written authorization of SCAG, except as provided under this MOU or as required by law (including, without limitation, pursuant to the California Public Records Act).

- c. All public-facing communications materials relating to this MOU or its subject matter shall acknowledge SCAG. Communications materials include, but are not limited to, site signage, printed information materials, print and online publications, websites, advertisements, video, public service announcements, social media postings, events, media advisories, news releases, and all other related materials.
- d. To ensure consistency of public information about SCAG programs and funded work products, Sub-Recipient is required to notify and coordinate with SCAG Project Manager who will coordinate with SCAG's Manager of Media & Public Affairs or a specified designee on any media inquiries or plans for proactively providing information to media outlets.
- e. All communication materials must be provided to SCAG Project Manager prior to completion so that inclusion of this element can be confirmed.

27. Non-Exclusivity

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

28. Severability

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

29. Survival

The following sections survive expiration or termination of this MOU:

- Section 5 (Funding)
- Section 10 (Work Products)
- Section 12 (Notices)
- Section 13 (Insurance)
- Section 14 (Indemnification)
- Section 15 (Disputes)
- Section 18 (Records Retention)
- Section 19 (Monitoring and Audits)
- Section 21 (Compliance with Laws, Rules, and Regulations)
- Section 22 (Public Works and Construction)
- Section 23 (Conflict of Interest)
- Section 26 (Release of Information)
- Section 31 (Jurisdiction and Venue)
- Section 32 (Waiver)

30. Flow-Down Provisions

Sub-Recipient shall include the following provisions in all agreements entered into containing funds provided under this MOU, require the provisions below that survive expiration or termination of this MOU to survive, and shall include a requirement in all agreements that each of them in turn include the requirements in all contracts and subcontracts they enter into to perform work under the Project. SCAG does not have a contractual relationship with Sub-Recipient's Consultants, and Sub-Recipient shall be fully responsible for monitoring and ensuring compliance with these provisions.

Section 3.c. (Scope of Work and Sub-Recipient's Responsibilities – nexus to REAP 2.0)
 Section 3.e. – 3.g. (Scope of Work and Sub-Recipient's Responsibilities – procurements)
 Section 3.k. (Scope of Work and Sub-Recipient's Responsibilities – penalty of perjury)
 Section 5.e. (Funding – repayment of ineligible costs)
 Section 6 (Invoices)
 Section 7 (Reporting)
 Section 8 (Accounting)
 Section 9 (Allowable Uses of Grant Funds)
 Section 10 (Work Products)
 Section 13 (Insurance)
 Section 14 (Indemnification)
 Section 18 (Records Retention)
 Section 19 (Monitoring and Audits)
 Section 20 (Small Business and Disabled Veteran Business Enterprise Participation)
 Section 21 (Compliance with Laws, Rules, and Regulations)
 Section 22 (Public Works and Construction)
 Section 23 (Conflict of Interest)
 Section 24 (Independent Contractor)
 Section 25 (Assignment)
 Section 26 (Release of Information)

Upon SCAG's request, Sub-Recipient shall provide SCAG a copy of any such agreement.

31. Jurisdiction and Venue

This MOU shall be deemed an agreement under the laws of the State of California and for all purposes shall be interpreted in accordance with such laws. Subject to the provisions in Section 15, the Parties hereby agree and consent to the exclusive jurisdiction of the courts of the State of California and that the venue of any action brought thereunder shall be Los Angeles County, California.

32. Waiver

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

33. Standard of Care

Sub-Recipient and its Consultant(s) shall perform the work required for the Project under this MOU in accordance with generally accepted industry standards, practices, and principles applicable to such work.

34. Force Majeure

Neither Party shall be liable or deemed to be in default for any delay or failure in performance under this MOU or interruption of services resulting, directly or indirectly, from acts of nature, civil or military authority, acts of public enemy, war, strikes, labor disputes, pandemics, or any other similar cause beyond the reasonable control of the Parties, provided that the Party seeking to delay or excuse its performance as a result of such event shall notify the other Party in writing of such circumstances within not more than ten (10) days following the first occurrence of the event forming the basis of the delay or excuse of performance. In the event that the Party seeking to delay or excuse its performance fails to timely deliver the notice described in the previous sentence, then such event shall not relieve the Party from its timely performance.

35. Entire MOU

This MOU, comprised of these terms and conditions, the attached exhibits, and any properly executed amendments, represents and contains the entire agreement of the Parties with respect to the matters set forth herein. This MOU supersedes any and all prior negotiations, discussions and, if any, previous agreements between the Parties with respect to the matters set forth herein.

36. Execution

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

37. Effective Date

This MOU shall be effective as of the last date on which the document is executed by all Parties, except for those certain costs defined in Section 4d. (Reimbursement) of the Program Guidelines specifically associated with program development, such as preparation of the program application, outreach to the subregional partners' jurisdictions, development of guidelines and other related documents, and development of scopes of work, solicitation requests, and contracts, shall be eligible for reimbursement as of July 30, 2024.

38. Authority

Sub-Recipient warrants and certifies that it possesses the legal authority to execute this MOU and to undertake the Projects, and, if applicable, that a resolution, motion, or similar action has been fully

adopted or passed, as an official act of Sub-Recipient's governing body, authorizing receipt of the Grant Funds, and directing and designating the authorized representative(s) of Sub-Recipient to act in connection with the Projects and to provide such additional information as may be required by SCAG.

[The remainder of this page is intentionally left blank. Signatures on following page.]

**SIGNATURE PAGE TO
MEMORANDUM OF UNDERSTANDING
No. M-018-25**

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

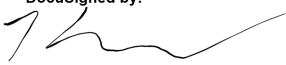
SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (“SCAG”)

DocuSigned by:  By: <u>00E46B3F0E8E43F...</u> Cindy Giraldo Chief Financial Officer	<u>2/19/2025</u> Date
---	---

APPROVED AS TO FORM:

DocuSigned by:  By: <u>D5866DAB132A453...</u> Richard Lam Senior Deputy Legal Counsel	<u>2/19/2025</u> Date
---	---

Western Riverside Council of Governments (“Sub-Recipient”)

DocuSigned by:  By: <u>559AA08D610442A...</u> Dr. Kurt Wilson Executive Director	<u>2/19/2025</u> Date
--	---

APPROVED AS TO FORM:

DocuSigned by:  By: <u>E54DE3E1B3634C0...</u> Steven DeBaun General Counsel	<u>2/19/2025</u> Date
---	---

Exhibit A – Scope of Work

Project Name: Housing Technical Assistance

Project Description: This work program provides technical assistance to WRCOG member jurisdictions to implement local housing element programs that support development and expand housing options in infill areas as defined in the state REAP 2.0 program guidelines. Key activities can include rezonings, General Plan and municipal code amendments, site preparations, infrastructure enhancements, and energy efficiency programs. The program will also assist cities in achieving the Prohousing Designation by supporting application development and implementing "prohousing" activities to enhance competitiveness for state funding. These efforts will tie into the REAP 2.0 program objectives to affirmatively further fair housing, reduce vehicle miles traveled, and accelerate infill development, addressing housing needs in infill areas in the WRCOG region.

Final Deliverable:

- Prohousing designation packages, including specific adopted work plans
- Adopted work products delivered through Technical Assistance. Examples include but are not limited to development standards, zoning ordinances, general plans, specific plans, etc.
- Project Metrics

Project Budget: \$1,629,834

**Exhibit B – Scope of Work Approval Form**

Regional Early Action Planning Grants of 2021 (REAP 2.0)

Subregional Partnership Program 2.0

Scope of Work Approval Form - Project Summary

Subregion:**Project:**☐ Original Scope of Work Approval☐ Revision Requested to Add, Remove, or Change Project Manager☐ Revision Requested to Project Tasks (Please check all that apply)☐ Revise/Delete a Previously Approved Task☐ Revise Task Budget☐ Change Project/Task Date☐ Change in Deliverable (Interim)☐ Other (Please describe)

SCAG Approval Date: _____

Revision No. **NUMBER**

Revision Effective Date: _____

Original Approved Summary of Projects Tasks (approved on **DATE)**

Project/Activity Tasks Outline

Task and sub-tasks	Staff/Consultant	Estimated cost	Begin date	End date	Deliverable
1.0 Project Administration and Management	Both	\$Click or tap here to enter text.			
	Both	\$Click or tap here to enter text.	Click to enter a date.	Click to enter a date.	
	Both	\$Click or tap here to enter text.	Click to enter a date.	Click to enter a date.	
	Both	\$Click or tap here to enter text.	Click to enter a date.	Click to enter a date.	
	Both	\$Click or tap here to enter text.	Click to enter a date.	Click to enter a date.	
Total Project Cost		\$Click to enter text.			



Regional Early Action Planning Grants of 2021 (REAP 2.0)
Subregional Partnership Program 2.0
Scope of Work Approval Form - Project Summary

Requested Revisions to Project Tasks

If a revision is requested, please also update the project/activity task outline(s) below and highlight the changes.

Revised Project/Activity Tasks Outline

Task and sub-tasks	Staff/Consultant	Estimated cost	Begin date	End date	Deliverable
1.0 Project Administration and Management	Both	\$Click or tap here to enter text.			
	Both	\$Click or tap here to enter text.	Click to enter a date.	Click to enter a date.	
	Both	\$Click or tap here to enter text.	Click to enter a date.	Click to enter a date.	
	Both	\$Click or tap here to enter text.	Click to enter a date.	Click to enter a date.	
	Both	\$Click or tap here to enter text.	Click to enter a date.	Click to enter a date.	
Total Project Cost		\$Click to enter text.			

Route all budget changes to Accounting and B&G.

Signatures below to approve revisions also indicate approval of any modifications to subsequent pages.

Revision Approval Requested By:

SRP2 PROJECT MANAGER

Name / Title

Revision Approved By:

SCAG Department Manager

Name / Title

Signature

Date

Signature

Date



Regional Early Action Planning Grants of 2021 (REAP 2.0)
Subregional Partnership Program 2.0
Scope of Work Approval Form - Project Summary

Revision Approved By:

SCAG Deputy Director or Authorized Designee

Name / Title

Signature

Date



Regional Early Action Planning (REAP) Grant
Subregional Partnership Program 2.0
Scope of Work Approval Form – New Project Sheets

Project Metrics

Each REAP 2.0 project requires metrics to quantitatively measure the project's outcome. Project metrics selected on this form will be included in the REAP 2.0 SRP2 quarterly progress reporting form. *Please select **all metrics** that will apply to your approved projects:*

1. **Sample**
☐ **Sample**

1	Project
☐ Metrics for this project have been selected in the “Project Metrics” portion of this form.	
_____ (Insert Number of) Procurements Expected for this Project	
Brief Description of Project: (Pulled from project application)	
Alignment with SCAG Connect SoCal regional priorities:	
Connection to REAP 2.0 Objectives (AFFH, Reducing VMT, Accelerating Infill Development):	

122

Exhibit C

Invoice Submittal Requirements

SCAG will provide the Sub-Recipient an **Invoice Template** in Excel file format. The Invoice Template must be used to request reimbursement from SCAG. Detailed submittal instructions for filling out and submitting are provided in the Invoice Template. The Invoice Template may be amended from time to time and does not guarantee that any invoices will be approved or that the Sub-Recipient will receive payment. The Invoice Template will require information and supporting documentation such as, but not limited to:

- a. SCAG's "Bill To" information as stated in the above paragraph "b." of this section;
- b. Invoice number specified by the Sub-Recipient. The invoice number must be unique for each invoice submitted;
- c. Invoice date;
- d. Billing period specified with beginning and ending dates. The beginning date must not be sooner than the MOU Effective Date of the Agreement, or within any previous billing dates;
- e. Total amount due for the billing period;
- f. MOU Number, SCAG Project/OWP Number, and the MOU Term Date;
- g. Project Title;
- h. Agency Name, Agency Project Manager Name, and Project Manager Email Address; and
- i. SCAG Project Manager Name.
- j. Progress report
- k. Cost by task and/or cost category
- l. Detailed description of Other Direct Charges
- m. Proof of payment
- n. Timesheets
- o. Payroll report/Payroll registers

Exhibit D – Sub-Recipient Report Template

PENDING GUIDANCE FROM HCD

Attachment

Exhibit 1- Flow Down Provisions

Exhibit 1

FLOW DOWN PROVISIONS

Reference in this Exhibit 1 to “this MOU” or “the MOU” shall mean and refer to the Western Riverside Council of Governments Regional Early Action Planning (“REAP”) Local Staff Assistance Program Agreement to which these Flow Down provisions are attached. CITY agrees that it shall comply with the Flow Down Provisions as set forth below. The term “Projects” as used in these Flow Down Provisions shall mean and refer only to the Project to be completed by CITY as described in the Western Riverside Council of Governments Regional Early Action Planning (“REAP”) Local Staff Assistance Program Agreement.

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

- c. CITY must demonstrate a clear and significant nexus to all the REAP 2.0 Goals and Objectives, including the definition of infill contained therein as described in Section 9 of this MOU, and must carry out the Projects to meet the REAP 2.0 Goals and Objectives. Any lack of action or action inconsistent with REAP 2.0 Goals and Objectives may result in review and could be subject to modification of funding, termination of SCAG MOU or this MOU, and repayment of the Grant Funds.
- e. As a recipient of federal and state funds, SCAG has the responsibility for ensuring that its procurement process complies with all applicable federal, state and funding requirements. For all agreements entered into containing funds provided under this MOU or to perform work under this MOU, CITY shall procure in compliance with all applicable federal, state, and local laws and regulations. All REAP 2.0 procurement must be conducted using a fair and competitive procurement process and sole source procurements are expressly prohibited.
- f. The term “Consultant(s)” shall hereinafter refer to all entities that CITY procures, manages, or otherwise enters into contracts or agreements with, in furtherance of the Projects or this MOU regardless of the timing, nature of service/work provided or type of organization, including but not limited to government entities, political subdivisions, subrecipients, consultants, contractors, service providers, suppliers, independent contractors, professionals, managers, architects, engineers, and subcontractors.
- g. Upon request, CITY shall provide information to the WRCOG or SCAG Project Manager regarding any existing solicitation including but not limited to Requests for Proposals, Invitation for Bids, Request for Qualifications, and Requests for Quotation (collectively “RFP”). For new RFPs developed or finalized after the Effective Date of this MOU, CITY shall provide information to WRCOG or SCAG Project Manager and obtain WRCOG or SCAG Project Manager’s written approval on any RFP prior to its issuance. SCAG may require documentation of RFPs and Notices to Proceed before approval of WRCOG and CITY invoice reimbursement
- k. Any and all notices, reports, or other communications required by SCAG MOU or this MOU, including but not limited to invoices, accounting reports, supporting documentation, and monitoring reports, shall be submitted under the penalty of perjury

5. Funding

- e. Any costs for which CITY receives reimbursement or credit that is determined by a subsequent audit or other review by either SCAG, HCD, other State authorities or federal cognizant agency to be ineligible or otherwise unallowable, are to be repaid by CITY within thirty (30) calendar days of CITY receiving notice or a written demand for reimbursement from SCAG. Such repayment

may include interest, penalties or related fees, as determined by HCD or other State authorities. Should CITY fail to reimburse unallowable costs due to SCAG within thirty (30) calendar days of demand, or within such other period as may be agreed between both parties hereto, SCAG is authorized to withhold and/or off-set future payments to WRCOG and CITY.

6. Invoices

- a. SCAG MOU and this MOU are Cost Reimbursement agreements. Amounts claimed must reflect the actual incurred and paid cost of completed work. The actual incurred and paid costs may not exceed each Project's budget set forth in this MOU and the most current fully executed SOW Approval Form(s). All invoices submitted to WRCOG for payment shall be e-mailed to kvickers@wrcog.us (file cannot exceed 10MB). All invoices submitted to WRCOG for the Projects shall reference the OWP Project Number (OWP No. 305-4927.04). A separate invoice must be submitted for each individual Project.
- b. By the seventh day following the start of a new month (e.g., January 7, February 7, March 7), CITY shall submit an invoice for each Project to WRCOG using the "Invoice Template" provided. Invoices must be submitted in both PDF format and the Excel file format. Invoices shall contain a progress report portion which serves to confirm that the services have been performed and can be paid. All invoiced costs must be substantiated by providing documented support for the expense incurred, such as copies of payroll reports, paid invoices, and proof of payment. The invoice progress report shall serve as the formal progress report for the Project and shall be signed by the CITY. The progress report shall include, in narrative form, a description of services performed by CITY's staff and Consultant(s) as well as progress toward completion of tasks related to the Projects for the invoiced period and progress achieved toward the REAP 2.0 Goals and Objectives. WRCOG shall submit an invoice to SCAG for each project by the 21st day following the start of a new month (e.g., January 21, February 21, March 21). SCAG shall review invoices for compliance with the SCAG MOU. If SCAG determines that an invoice is compliant with the SCAG MOU, SCAG shall approve the invoice and issue payment to WRCOG. WRCOG agrees to reimburse CITY for the eligible and allowable costs completed per Exhibit A (Western Riverside Council Of Governments Regional Early Action Planning ("REAP") Local Staff Assistance Program Agreement) and agreed Scope and budget no later than thirty (30) days from the receipt of each invoice from CITY.
- c. SCAG shall reimburse WRCOG as promptly as SCAG's fiscal procedures permit, Electronic Fund Transfer, available at: ACH Vendor Payment Authorization Form, upon receipt of itemized invoices submitted in accordance with this MOU. WRCOG shall complete the ACH Vendor Payment Authorization Form and email it to ACHpayment@scag.ca.gov, prior to executing this MOU.
- d. Incomplete or inaccurate invoices may be returned to WRCOG or CITY for correction without payment until corrected and approved. SCAG may, at its discretion, disallow any unsupported costs and process the invoice. If WRCOG or CITY corrects the error, the disallowed items can be included in the next set of invoices.
- e. Travel expenses and per diem rates are not to exceed the rates and policies specified by the State of California Department of Human Resources which can be found at: <https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>.
- f. The Parties acknowledge that SCAG's fiscal year is from July 1 to June 30. CITY agrees to submit all invoices to WRCOG for services rendered through June 30th, no later than July 7th during the

Term of this MOU. SCAG and WRCOG shall not be obligated to pay CITY for any invoice received after such date.

- g. CITY shall submit its final invoice to WRCOG within twenty (20) days of the completion of each individual Project, but no later than within twenty (20) days after all Grant Funds have been expended, whichever is first. SCAG and WRCOG shall not be obligated to pay-CITY for any invoice received after such date.
- h. CITY will require that its Consultant(s) pay any contractors and subcontractors for satisfactorily completed work no later than ten (10) days of receipt of each payment from Sub- Recipient. The ten (10) calendar days period is applicable unless a shorter period is required by applicable law.

7. Reporting

- a. At any time during the term of this MOU, SCAG or WRCOG may request additional information, as needed, to demonstrate satisfaction of all requirements identified in the MOU and the most current fully executed SOW Approval Form.
- b. By February 1st of each year following receipt of funding pursuant to this MOU, CITY shall submit to WRCOG an Annual Report using the “Report Template” provided. CITY shall submit a separate Annual Report for each Project. The Annual Report shall include, in narrative form, a description of services performed by CITY’s staff and Consultant(s) as well as progress toward completion of tasks related to each Project for the prior year, a reporting of all costs incurred for that period, and progress achieved toward the REAP 2.0 Goals and Objectives. By February 10 of each year following receipt of funding pursuant of this MOU, WRCOG shall submit to SCAG an Annual Report for each Project.
- c. When a Project is finalized, and no later than ten (10) days before the Completion Date, CITY shall submit a Close-Out Report for the Project to WRCOG. WRCOG shall then submit a Close-Out Report for the Project to SCAG when a project is finalized, and no later than the Completion Date. At the time of the execution of this MOU, HCD has not provided the requirements for the Close-Out Report due to HCD by all grantees at the conclusion of the grant performance period. Therefore, the Close-Out Report format required by SCAG of CITY is not available at this time but will be provided when it becomes available.
- d. All reports submitted to WRCOG and SCAG shall reference the OWP Project Number (OWP No.305-4927.04).

8. Accounting

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

course of the Projects in accordance with GAAP.

9. Allowable Uses of Grant Funds

- a. Project Funds and Grant Funds shall be expended in compliance with the REAP 2.0 Goals and Objectives, and as required meets the definition for “Infill,” as provided in the State REAP 2.0 Guidelines.
 - i. REAP 2.0 Goals (“Goals”) are to invest in housing, planning, and infill housing-supportive infrastructure across the entire state in a manner that reduces Vehicle Miles Traveled (“VMT”), increases housing affordability, and advances equity. More detailed information on the Goals can be found in Section 201 of the [REAP 2.0 Notice of Funding Availability \(“NOFA”\) and Final Guidelines for MPO Applicants](#) and are made a part of the provisions of the SCAG MOU as if set forth in full.
 - ii. REAP 2.0 Objectives (“Objectives”) include: (1) accelerating infill development that facilitates housing supply, choice, and affordability; (2) Affirmatively Furthering Fair Housing; (3) reducing vehicle miles traveled. More detailed information on the Objectives can be found in Section 202 of the [REAP 2.0 NOFA and Final Guidelines for MPO Applicants](#) and are made a part of the provisions of the SCAG MOU as if set forth in full.
- b. Project Funds and Grant Funds shall only be used by WRCOG and CITY for activities approved by SCAG and included in the Scopes of Work, as outlined in the most current fully executed SOW Approval Form(s).
- c. Project Funds and Grant Funds may not be used for administrative costs of persons employed by WRCOG and CITY for activities not directly related to eligible activities.
- d. There must be a strong implementation component for the funded activity through REAP 2.0, including, where appropriate, agreement by CITY to submit the completed planning document to the applicable board, council, or other entity for adoption or approval. If CITY does not formally request adoption or approval of the funded activity, it may be subject to repayment of the Grant Funds.

10. Work Products

- a. For purposes of this MOU, “Work Products” shall mean all deliverables created or produced under this MOU including, but not limited to, all deliverables conceived or made either solely or jointly with others during the term of this MOU and during a period of six (6) months after the termination thereof, which relates to the Projects. Work Products shall not include real property or capital improvements. Work Products includes all deliverables, inventions, innovations, improvements, or other works of authorship CITY or Consultant(s) may conceive of or develop in the course of this MOU, whether or not they are eligible for patent, copyright, trademark, trade secret or other legal protection.
- b. CITY shall submit one (1) electronic copy of all Work Products associated with the Projects to WRCOG. WRCOG shall submit to the assigned SCAG Project Manager.
- c. SCAG shall own all Work Products and may, at its sole discretion, grant to CITY and WRCOG a

perpetual royalty-free, non- assignable, non-exclusive and irrevocable license to reproduce, publish or otherwise use Work Products related to the Projects and developed as part of this MOU; provided, however, that any reproduction, publishing, or reuse of the Work Products will be at CITY or WRCOG's sole risk and without liability or legal exposure to SCAG.

13. Insurance

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

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

- b. Higher Limits: No representation is made that the minimum insurance requirements of this agreement are sufficient to cover the indemnity or other obligations of CITY under this agreement.
- c. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - i. SCAG, WRCOG and their officials, employees, and volunteers are to be covered as additional insureds, as respects to liability arising out of the activities performed by or on behalf of CITY; products and completed operations of CITY; premises owned, occupied or used by CITY; or automobiles owned leased, hired or borrowed by CITY.
 - ii. For any claims related to this Project, CITY's insurance coverage shall be primary insurance as respects SCAG, WRCOG, their officials and employees. Any insurance or self-insurance maintained by SCAG shall be excess of CITY's insurance and shall not contribute with it.
 - iii. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to SCAG, WRCOG, their officials and employees.
 - iv. CITY's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- d. The Workers' Compensation and Employer's Liability policies shall include a waiver of subrogation endorsement in favor of SCAG, WRCOG, their, officials, employees, and volunteers.
- e. Any deductibles or self-insured retentions in amounts over \$10,000 must be declared to WRCOG and approved by SCAG.
- f. Insurance is to be placed with California admitted insurers with a current A.M. Best's rating of no less than A and be admitted, unless otherwise approved by SCAG.
- g. CITY shall furnish WRCOG, for provision to SCAG, 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, CITY shall provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.
- h. CITY agrees to ensure that its Consultant(s) provide the same minimum insurance coverage and endorsements required of CITY. CITY agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Section. However, in the event CITY's Consultant(s) cannot comply with this requirement, which proof must be submitted to WRCOG for approval by SCAG, CITY shall be required to ensure that its Consultant(s) provide and maintain insurance coverage and endorsements sufficient to the specific risk of exposure involved with Consultant(s) scope of work and services, with limits less than required of the Sub-Recipient, but in all other terms consistent with the CITY's requirements under this MOU. This provision does not relieve CITY of its

contractual obligations under the MOU and/or limit its liability to the amount of insurance coverage provided by its Consultant(s). This provision is intended solely to provide CITY with the ability to utilize Consultant(s) who may be otherwise qualified to perform the work or services but may not carry the same insurance limits as required of CITY under this MOU given the limited scope of work or services provided by the Consultant(s). CITY agrees that upon request, all agreements with Consultant(s) will be submitted to SCAG for review.

14. Indemnification

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

18. Records Retention

- a. CITY and its Consultant(s) shall maintain and make available, in accordance with Section 19 of this MOU, all source documents, books and records connected with the Projects, documentation of its normal procurement policy and competitive procurement bid process and completed procurements related to the Projects, all work performed under this MOU, all evidence of environmental clearance, and evidence demonstrating the funding was used for the appropriate purposes for a minimum of five (5) years after December 31, 2026. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.
- b. If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been started before the expiration of the required record retention period, all records shall be retained and made available by CITY and its Consultant(s) for five (5) years after: (a) the conclusion or resolution of the matter; (b) the date an audit resolution is achieved for each annual SCAG OWP; or (c) December 31, 2026, whichever is later.

19. Monitoring and Audits

- a. SCAG and WRCOG may monitor expenditures and activities of CITY and its Consultant(s) as deemed necessary to ensure compliance with the MOU, the Statutes, the REAP 2.0 Guidelines and the Program Guidelines.
- b. At any time during the term of this MOU, SCAG, HCD, the California Department of General Services, the California Bureau of State Audits, or their designated representatives may perform or cause to be performed a financial audit of any and all phases of the Projects. At their request, CITY shall provide, at its own expense, a financial audit prepared by an independent certified public accountant.
- c. CITY agrees that SCAG, WRCOG, HCD, the California Department of General Services, the California Bureau of State Audits, or their designated representatives shall have the right to review, obtain, and copy all records and supporting documentation related to the performance of this MOU. CITY agrees to provide any relevant information requested. Copies shall be made and furnished to WRCOG or SCAG upon request at no cost to WRCOG or SCAG.
- d. CITY agrees to permit SCAG, WRCOG, HCD, the California Department of General Services, the

California Bureau of State Audits, or their designated representatives access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this MOU, the Statutes, the REAP 2.0 Guidelines, or applicable state and federal laws, rules, and regulations.

- e. If there are audit findings from SCAG or HCD's audit, CITY must submit a detailed response acceptable to SCAG or HCD for each audit finding within ninety (90) days of the audit finding report.

20. Small Business and Disabled Veteran Business Enterprise Participation

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

21. Compliance with Laws, Rules, and Regulations

- a. CITY agrees to comply with all federal, state and local laws, rules and regulations applicable to this MOU.
- b. Non-Discrimination/Equal Employment Opportunity
 - i. During the performance of this MOU, CITY assures that no person shall be denied the MOU's benefits, be excluded from participation or employment, be denied Project benefits, or be subjected to discrimination based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, under the Projects or any program or activity funded by this MOU, as required by Title VI of the Civil Rights Act of 1964, the Fair Housing Act (42 U.S.C. §§ 3601-20) and all implementing regulations, the Americans with Disabilities Act ("ADA") of 1990 (42 U.S.C. § 12101 *et seq.*) and all applicable regulations and guidelines issued pursuant to the ADA, and the Age Discrimination Act of 1975 and all implementing regulations. CITY shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
 - ii. CITY shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12900 *et seq.*), the regulations promulgated thereunder (Cal. Code Regs. tit. 2, § 11000 *et seq.*), the provisions of Article 9.5, Chapter 1, Part 1, Division

3, Title 2 of the Government Code (Gov. Code §§ 11135-11139.5), and the regulations or standards adopted by HCD to implement such article.

- iii. CITY shall permit access by representatives of the Department of Fair Employment and Housing, SCAG, and HCD upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to CITY's books, records, accounts, and all other sources of information and its facilities as the Department of Fair Employment and Housing, SCAG, or HCD shall require of CITY in compliance with this Section.
 - iv. CITY shall give written notice of its obligations under this Section to labor organizations with which they have a collective bargaining or other agreement.
 - v. CITY shall adopt and implement affirmative processes and procedures that provide information, outreach and promotion of opportunities in the Projects to encourage participation of all persons regardless of race, color, national origin, sex, religion, familial status, or disability. This includes, but is not limited to, a minority outreach program to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, as required by 24 C.F.R. § 92.351.
- c. Recycling Certification. CITY shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to SCAG regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code § 12205).
- d. Anti-Trust Claims. CITY, by signing this MOU, hereby certifies that if these services or goods are obtained by means of a competitive bid, the Sub-Recipient shall comply with Title 1, Division 5, Chapter 11 of the California Government Code (Gov. Code §§ 4550-4554).
- e. Child Support Compliance Act. If the Grant Funds provided under this MOU are in excess of \$100,000, CITY acknowledges in accordance with Public Contract Code 7110, that:
- i. CITY recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
 - ii. CITY, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- f. Priority Hiring Considerations. If this MOU includes services in excess of \$200,000, CITY shall give priority consideration in filling vacancies in positions funded by the MOU to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub.

Contract Code Section 10353.

- g. Loss Leader. If this MOU involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (Pub. Con. Code § 10344(e).)

22. Public Works and Construction

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

a. Labor Code Requirements

- i. CITY is hereby put on notice that the one or more of the Projects under the MOU may qualify as a public works project and CITY will therefore be required to determine whether the Project falls under a classification that would require payment of prevailing wages. Services constituting public works are described in California Labor Code Sections 1720-1861, as may be amended or recodified by legislative action from time-to-time.

- ii. If a Project qualifies as a public works project, CITY shall be the Awarding Body for the public works project and required to comply with all requirements applicable to the Awarding Body.

- iii. If CITY or its Consultant(s) will perform services that require payment of prevailing wages, they are required to register with the California Department of Industrial Relations (DIR) in order to be compliant with the law. Neither Sub-Recipient nor its Consultant(s) may work on a public works project without a current and active DIR registration.

b. CITY shall comply with all applicable federal, state, and local procurement requirements for public works and construction projects and shall advertise, open bids, award, and approve all construction contracts in accordance with the California Public Contract Code and the California Labor Code.

c. All construction contracts for the Projects shall be administered and managed by CITY. CITY shall prepare or have prepared a detailed schedule of performance for the Projects, ensuring that all construction is completed within the timeline allowed by the MOU. CITY shall be responsible for requiring the construction contractor to furnish any applicable labor and material bonds and payments and performance bonds naming the CITY as obligee, and WRCOG and SCAG as additional obligees, or an insurance policy in lieu of such bonds.

d. CITY agrees to procure any and all permits, licenses and approvals necessary to complete the Projects, including those necessary to perform design, construction, operation and maintenance, and to comply with all California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) requirements applicable to the Projects. CITY shall pay all charges and fees and give all notices necessary or incidental to the Projects.

e. CITY shall prepare, or have prepared, all plans, specifications and estimates for the Projects and ensure that the Projects comply with all applicable federal and state accessibility requirements, including but not limited to the Americans with Disabilities Act, including its implementing regulations at 24 CFR Part 8 and any amendments, and California Government Code Section 4450,

and applicable requirements and guidance provided in Title 24 of the California Code of Regulations, for the construction of buildings, structures, sidewalks, curbs and related facilities for accessibility and usability.

f. CITY shall conduct all necessary due diligence for the Projects, including but not limited to performing necessary environmental assessments/review of environmental hazard reports, conducting engineer/geotechnical review, commissioning title reports to identify and evaluate the condition of title and encumbrances on the subject property, including but not limited to any covenants, conditions and restrictions, determining the entity(ies) with site control, including whether any third parties have ownership or site control rights, and determining the suitability for the Projects.

g. CITY shall ensure any contractors or subcontractors are paid in accordance with applicable laws and regulations.

h. CITY shall comply with the procedure set forth in Public Contracts Code Section 9204 for processing contractor claims, paying undisputed amounts, and requiring mediation of disputed amounts.

i. CITY shall be responsible for ensuring ongoing maintenance of the Projects after completion. WRCOG or SCAG shall not be responsible for ongoing maintenance of the Projects after completion.

23. Conflict of Interest

The Parties shall comply with all applicable federal and state conflict of interest laws, regulations, and policies.

24. Independent Contractor

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

25. Assignment

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

26. Release of Information

a. Subject to any provisions of law, including but not limited to the California Public Records Act, any Work Product or materials deemed confidential by either Party shall be held confidential by the receiving Party who shall safeguard such confidential materials from unauthorized disclosure, using the same standard of care to avoid disclosure as the receiving Party treats its confidential information, but in no case less than reasonable care. Nothing furnished to either Party which is otherwise known or is generally known, or has become known, to the related industry shall be deemed confidential.

b. CITY shall not release any information or Work Products to a third party or otherwise publish or utilize any information or Work Products obtained or produced by it as a result of or in connection with the performance of services under this MOU without the prior written authorization of SCAG,

except as provided under this MOU or as required by law (including, without limitation, pursuant to the California Public Records Act).

c. All public-facing communications materials relating to this MOU or its subject matter shall acknowledge SCAG. Communications materials include, but are not limited to, site signage, printed information materials, print and online publications, websites, advertisements, video, public service announcements, social media postings, events, media advisories, news releases, and all other related materials. To ensure consistency of public information about SCAG programs and funded work products, CITY is required to notify and coordinate with SCAG's Manager of Media & Public Affairs or a specified designee on any media inquiries or plans for proactively providing information to media outlets.

d. To ensure consistency of public information about SCAG programs and funded work products, CITY is required to notify and coordinate with SCAG Project Manager who will coordinate with SCAG's Manager of Media & Public Affairs or a specified designee on any media inquiries or plans for proactively providing information to media outlets.

e. All communication materials must be provided to SCAG prior to completion so that inclusion of this element can be confirmed. SCAG will reply within three business days; if no reply is received, CITY can proceed without comments.

SCAG Communication Contact:

Jessica Reyes Juarez
213-236-1802
juarez@scag.ca.gov

The following provisions above shall survive any termination of the SCAG MOU or this MOU:

Section 10 (Work Products)
Section 13 (Insurance)
Section 14 (Indemnification)
Section 18 (Records Retention)
Section 19 (Monitoring and Audits)
Section 21 (Compliance with Laws, Rules, and Regulations)
Section 22 (Public Works and Construction)
Section 23 (Conflict of Interest)
Section 26 (Release of Information)

Attachment: Exhibit A - Western Riverside Council Of Governments Regional Early Action Planning ('REAP') Local Staff Assistance Program Agreement

Attachment

WRCOG REAP Local Staff Assistance Program Agreement

EXHIBIT A

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS REGIONAL EARLY ACTION PLANNING ('REAP') LOCAL STAFF ASSISTANCE PROGRAM AGREEMENT

1. Parties and Date.

2. This Agreement is made and entered into on 9/18/2025, by and between the Western Riverside Council of Governments, a California public agency ("WRCOG") and City of Menifee ("Member Agency"), Public Agency, whose address is 29844 Haun Rd., Menifee, CA 92568. WRCOG and Member Agency are sometimes individually referred to as "Party" and collectively as "Parties." Recitals.

2.1 Member Agency.

The Member Agency desires to participate in the Regional Early Action Planning ('REAP') Technical Assistance Program and made possible through WRCOG's REAP Subregional Partnership Program (the "Program") in order to receive certain on-call professional services as provided by WRCOG via its chosen consultant pursuant to the terms and conditions set forth in this Agreement and in the task order(s) to be issued pursuant to this Agreement and executed by the parties ("Task Order"), at no additional cost or expense of Member Agency.

3. Terms.

3.1 Scope of Services and Term. Member Agency has requested WRCOG to provide certain professional service ("Services") offered under the Program.

3.1.1 Term. The term of this Agreement shall be from September 17, 2025 to June 20, 2026, unless earlier terminated as provided herein.

3.1.2 Services. The Services to be provided under this agreement shall be set forth in Task Orders approved by WRCOG and the Member Agency. The Task Order shall include a description of the Services, the requested schedule for the Services, the Consultant assigned to perform the Services ("the Consultant"), the expected product and the maximum budget for the Services provided under the Task Order. The maximum cost of Consultant's work provided to the Member Agency shall not exceed the maximum budget set forth in the Task Order without the written approval from WRCOG.

The Member Agency shall be responsible for their own procurement process and selecting a consultant to perform the work as agreed upon by WRCOG and the Member Agency. The Member Agency shall be responsible for paying the consultant directly as invoices are received from the consultants. WRCOG will reimburse the Member Agency for all consultant costs. The Member Agency is responsible for sending an invoice to WRCOG by the 7th of each month to seek reimbursement for all consultant costs.

3.2 Insurance. WRCOG shall require the Consultant to procure and maintain, at its own expense, 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 its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall give both WRCOG and the Member Agency insured status.

3.3 General Provisions.

3.3.1 Termination of Agreement.

(a) Grounds for Termination. WRCOG or the Member Agency may terminate the whole or any part of this Agreement at any time and without cause by giving written notice of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination.

3.3.2 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:

Member Agency: City of Menifee
29844 Haun Rd. Menifee, CA 92586
Attn: Kimberly Luna
951 723 3769

WRCOG: Western Riverside Council of Governments
3390 University Ave., Suite 200
Riverside, CA 9501
Attn: Kurt Wilson
Phone: 951-405-6701

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.

3.3.3 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.

3.3.4 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.

3.3.5 Indemnification. WRCOG's agreement with the Consultant shall require the Consultant to defend, indemnify and hold the Member Agency, its officials, officers, 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 the Services provided by the Consultant under the Program.

3.3.6 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.

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

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

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

3.3.10 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.

3.3.11 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 the 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.

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

3.3.13 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.

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

3.3.15 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.

3.3.16 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.

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

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE
TO
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
AGREEMENT FOR ON-CALL PLANNING SERVICES**

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

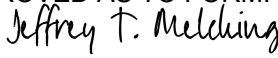
WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS

CITY OF MENIFEE

By: _____
Kurt Wilson
Executive Director

By: _____
Armando G. Villa
City Manager

APPROVED AS TO FORM:

By: _____
Jeffrey T. Melching
City Attorney

APPROVED AS TO FORM:

By: _____
General Counsel
Best Best & Krieger LLP

By: _____
Stephanie Roseen
City Clerk



Western Riverside Council of Governments WRCOG Executive Committee

Staff Report

Subject: I-REN Monthly Activities Update
Contact: Benjamin Druyon, Program Manager, bdruyon@wrcog.us, (951) 405-6727
Date: October 6, 2025

Recommended Action(s):

1. Receive and file.

Summary:

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

Purpose / WRCOG 2022-2027 Strategic Plan Goal:

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

Discussion:

Background

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

Present Situation

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

provide support through construction and project close-out. The NMEC Program (publicly known as Cash for Kilowatts) provides technical support such as eligibility screening and measurement & verification, as well as incentives for meter-based energy savings. Combined with technical assistance and reinforcement of operations and management best practices, public agencies will experience maximized savings for their communities. Attachment 1 to this Staff Report highlights the Cash For Kilowatt projects currently being processed. Below are notable activities for the Public Sector this past month.

- Four Cash for Kilowatts incentive applications were approved in August, two for the Town of Apple Valley and two for the City of Rancho Mirage.
- I-REN staff presented to the City of Norco's City Council, highlighting current I-REN activities and participation in the Public Sector programs.
- I-REN staff participated in the Building Codes and Demand Management Panel at the 2025 Inland Zero Emission Vehicle Network Forum to discuss current energy efficiency and future demand side management I-REN program services.

Four new projects were added to the September Cash for Kilowatts dashboard (attached):

1. Town of Apple Valley WB Corporate Yard
2. Town of Apple Valley WB Development Services & Conference Center
3. Rancho Mirage-I-REN-WB-City Hall
4. Rancho Mirage-I-REN-WB-Library Observatory

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

- I-REN hosted a collaboration with the Inland and Desert Chapters of the American Institute of Architects on Zero Net Carbon Design, which saw a total of 19 attendees across two days of training.
- I-REN is currently promoting its second forum of the year: Resiliency in a Changing Energy Landscape. This virtual form will take place on October 7, 2025.
- I-REN has four more C&S trainings on the 2025 code available for the remainder of the year, updates to Nonresidential, CALGreen, and the 2025 Code Restructured, and a class on how the 2025 code encourages electrification, aimed at architects and contractors.

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

- 8/18/25: Hosted an I-REN Energy Fellowship San Bernardino Valley College Tour and I-REN Celebration luncheon.
- 8/25/25: Initiated weekly meetings with the Riverside County Workforce Division to enhance

energy workforce outreach and trainings.

- 8/27/25: Participated in the Western Riverside Clean Cities Coalition's Zero Emission Vehicle Forum at the Riverside Convention Center.
- 8/27/25: Initiated weekly meetings with the San Bernardino County Workforce Division to enhance energy workforce outreach and trainings.
- 9/22/25: Participated in the Inland Empire Labor Institute (IELI) IE Promise Vision workshop.
- 10/6/25: The next term for the I-REN Energy Fellowship begins. A total of 24 Fellows have been recruited and placed at local public sector agencies across the Inland Empire. These Fellows will work full-time until next August (2026) on their agencies important energy initiatives.

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

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

Prior Action(s):

None.

Financial Summary:

All costs associated with I-REN Program activities are included in WRCOG's adopted Fiscal Year 2025/2026 Agency Budget under I-REN Program (Fund 180) in the Energy & Environmental Department.

Attachment(s):

[Attachment 1 - Cash for Kilowatts Incentive Dashboard September 2025](#)

Cash for Kilowatts Incentive Dashboard

September Update¹

The table below shows all Cash for Kilowatts projects that have received incentive application approval. * indicates that construction start / end dates are estimated

Project	Incentive Payment	Application Approval Date	Construction Start	Construction End	Estimated Payment Date	Incentive Amount	Actual Payment Date
Joe Baca Middle School LED Lighting Retrofit	1	7/5/2024	6/4/2024	12/20/2024	June 2025	\$88,348.99	6/30/2025
	2				Jan. 2026	\$132,523.49	
SBCCD Lighting SBVC North Hall	1	2/7/2025	2/12/2025	6/30/2025	Oct. 2025	\$49,947.23	
	2				July. 2026	\$74,920.85	
SBCCD Lighting SBVC Library	1	2/24/2025	2/12/2025	6/30/2025	Oct. 2025	\$40,684.40	

¹ As of 9/8/2025

	2				July. 2026	\$61,026.60	
Calimesa WB Senior Center	1	4/4/2025	7/1/2025	10/15/2025*	Feb. 2026	\$2,458.04	
	2				Nov. 2026	\$3,687.06	
Calimesa WB City Hall	1	4/7/2025	7/1/2025	10/15/2025*	Feb. 2026	\$3,220.20	
	2				Nov. 2026	\$4,830.31	
Housing Authority of the County of San Bernardino WB Victorville Office	1	4/14/2025	9/10/2025*	10/16/2025*	Feb. 2026	\$5,287.75	
	2				Nov. 2027	\$7,931.62	
Indian Wells Fire Station #55	1	5/21/2025	11/1/2025*	10/1/2026*	Feb. 2027	\$8,516.80	
	2				Nov. 2027	\$12,775.20	
Indian Wells Public Works Yard	1	5/21/2025	11/1/2025*	10/1/2026*	Feb. 2027	\$1,861.60	
	2				Nov. 2027	\$2,792.40	
Housing Authority of the County of San Bernardino WB San	1	7/16/2025	9/15/2025*	11/30/2025*	Mar. 2026	\$9,960.02	
	2				Dec. 2026	\$14,940.02	



Bernardino Admin Office HVAC & Lighting							
Rancho Mirage-I-REN-WB-Library Observatory	1	8/13/2025	9/15/2025*	12/31/2025*	April 2026	\$9,056.48	
	2				Jan. 2027	\$13,584.72	
Rancho Mirage-I-REN-WB-City Hall	1	8/15/2025	9/15/2025*	12/31/2025*	April 2026	\$22,964.65	
	2				Jan. 2027	\$34,446.98	
Town of Apple Valley WB Corporate Yard	1	9/4/2025	1/1/2026	10/21/2026*	Feb. 2027	\$17,270.71	
	2				Nov. 2027	\$25,906.07	
Town of Apple Valley WB Dev. Services & Conf. Center	1	9/4/2025	1/1/2026	10/21/2026*	Feb. 2027	\$63,899.12	
	2				Nov. 2027	\$95,848.68	
Total Committed (includes disbursed)						\$720,341.00	
Total Incentives Disbursed							\$88,348.99

Incentive Rates

Base Rates

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



Incentive Kickers

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

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

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

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

Incentive Payout Timeline

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





Western Riverside Council of Governments WRCOG Executive Committee

Staff Report

Subject: Approval of a Professional Services Agreement for Grant Management and Project Controls with Engineering Solutions Services

Contact: Taylor York, Program Manager, tyork@wrcog.us, (951) 405-6751

Date: October 6, 2025

Recommended Action(s):

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

Summary:

In March 2024, WRCOG was awarded approximately \$1.35M in grant funding from the California Air Resources Board (CARB) and the California Energy Commission (CEC) to support zero-emission vehicle and infrastructure deployment in the subregion. Staff identified a need for additional resources to support the project administration. Through a Request for Qualifications (RFQ) process, staff selected Engineering Solutions Services and recommends a Professional Services Agreement with the firm.

Purpose / WRCOG 2022-2027 Strategic Plan Goal:

The purpose of this item is to request that the Executive Committee authorize the Executive Director to enter into a Professional Services Agreement (PSA) with Engineering Solutions Services to support grant management and project controls for the Western Riverside County Municipal Green Zones project. This item is aligned with WRCOG's 2022-2027 Strategic Plan Goal #5 (Develop projects and programs that improve infrastructure and sustainable development in our subregion).

Discussion:

Background

In March 2024, WRCOG was awarded grant funding through the CARB and CEC's Advanced Technology Demonstration and Pilot Program grant (now known as SHIFT). This funding was awarded in partnership with the City of Banning, the City of Moreno Valley, Riverside County Purchasing and Fleet Services, and the Riverside County Transportation and Land Management Agency (Local Partner Agencies).

WRCOG also partnered with the Long Beach Clean Cities Coalition, whose technician training is industry-leading and was developed by the Cerritos College Advanced Transportation and Logistics Center. The funding will support multiple activities, including:

- Acquisition and deployment of Zero Emission Vehicles (ZEV) for agency fleets.
- Acquisition and deployment of supporting electric vehicle charging infrastructure.
- Technical training for partner agency fleets to ensure that this equipment is maintained and can continue to provide value.
- Development of a zero-emission transition toolkit outlining successes, challenges, and best practices related to ZEV deployment, which can be broadly shared to inform other agencies as they undertake ZEV transitions.

WRCOG staff identified a need for additional resources to support the development and execution of project controls, grant management, reporting, invoicing, and other administrative functions. This ensures that grant terms and conditions are adhered to and project requirements are met in a timely manner.

Present Situation

On March 6, 2025, WRCOG released a RFQ for on-call services, seeking responses from firms capable of providing grant management and project controls services. The RFQ indicated that successful candidates may be chosen to support the Municipal Green Zones Project.

A total of nine firms submitted proposals, which were reviewed by a Proposal Review Committee consisting of four WRCOG staff members from various disciplines, and utilizing a standardized proposal evaluation criteria. Following a thorough evaluation, Engineering Solutions Services was selected based on its technical capabilities, creative approach, and cost-effectiveness.

Engineering Solutions Services (ESS) is well-qualified to support the Green Zones project with over \$837M in successfully managed grants and deep expertise in compliance, reporting, and audits. Its team of former municipal managers and technical experts has delivered complex, multi-source projects for agencies like CARB, CEC, and the Federal Highway Administration, ensuring funding is maximized and timelines are met. ESS's proven approach—covering administration, compliance, documentation, and quality control—makes it a strong partner to manage and deliver the Green Zones initiative effectively.

For the Green Zones Project, ESS proposes a structured approach that begins with developing a Work Plan Structure to track all compliance parameters, deadlines, and reporting requirements. The process covers grant administration, regulatory compliance, environmental review, progress reporting, reimbursement requests, and project closeout. ESS also emphasizes proactive communication through regular check-ins and use of shared collaboration tools, ensuring full alignment with CARB and CEC requirements while maintaining accurate documentation for audits.

Prior Action(s):

October 7, 2024: The Executive Committee authorized the Executive Director to 1) execute the Advanced Technology Demonstration and Pilot Program Grant Agreement between WRCOG and the California Air Resources Board; 2) execute the Advanced Technology Demonstration and Pilot Program

Grant Agreement between WRCOG and the California Energy Commission; and 3) execute agreements with the City of Banning, the City of Moreno Valley, Riverside County Purchasing and Fleet Services, and the Riverside County Transportation and Land Management Agency to provide a portion of the grant funding.

Financial Summary:

Activities related to this item are included in the Agency's Fiscal Year 2025/2026 Budget under the Clean Cities Fund (Fund 120).

Attachment(s):

[Attachment 1 - Draft PSA with Engineering Solutions Services](#)

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

1. PARTIES AND DATE.

This Agreement is made and entered into on [REDACTED] by and between the Western Riverside Council of Governments, a California public agency ("WRCOG"), and **Engineering Solutions Services, Inc.** ("Consultant"). WRCOG and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by WRCOG on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing grant management and project controls services, is licensed in the State of California, and is familiar with the plans of WRCOG.

2.2 Project.

WRCOG desires to engage Consultant to render such professional services for the **Western Riverside County Municipal Green Zones Project** ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to WRCOG all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply grant management and project controls services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from [REDACTED] to **March 15, 2027**, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods, and details of performing the Services subject to the requirements of this Agreement. WRCOG retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this

Agreement on behalf of Consultant shall also not be employees of WRCOG and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

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

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

3.2.4 Substitution of Key Personnel. Consultant has represented to WRCOG that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of WRCOG. In the event that WRCOG and Consultant cannot agree as to the substitution of key personnel, WRCOG shall be entitled to terminate this Agreement 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:

Name, Title

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

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

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

other staff at all reasonable times.

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

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

3.2.10 Insurance.

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

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

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001 or exact equivalent); (2)

Automobile Liability: Insurance Services Office Business Auto Coverage (form CA 0001, code 1 (any auto) or exact equivalent); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

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

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

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

(A) General Liability.

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

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

(iii) The policy shall give WRCOG, its Directors, officials, officers, employees, volunteers and agents insured status using ISO endorsement forms 20 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

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

(B) Automobile Liability.

(i) The automobile liability policy shall be endorsed to state that: (1) WRCOG, its Directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired, or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects WRCOG, its Directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by WRCOG, its Directors, officials, officers, employees, agents, and volunteers shall be in excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employers Liability Coverage.

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) The insurer shall agree to waive all rights of subrogation against WRCOG, its Directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

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

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

(ii) Consultant shall provide WRCOG at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to WRCOG at least ten (10) days prior to the

effective date of cancellation or expiration.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by WRCOG, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(v) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, WRCOG has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by WRCOG will be promptly reimbursed by Consultant or WRCOG will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, WRCOG may cancel this Agreement. WRCOG may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

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

3.2.10.5 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to WRCOG, its Directors, officials, officers, employees, agents, and volunteers.

3.2.10.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by WRCOG. Consultant shall guarantee that, at the option of WRCOG, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects WRCOG, its Directors, officials, officers, employees, agents, and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

3.2.10.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, licensed to do business in California, and satisfactory to WRCOG.

3.2.10.8 Verification of Coverage. Consultant shall furnish WRCOG with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to WRCOG. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf and shall be on forms provided by WRCOG if requested. All certificates and endorsements must be received and approved by WRCOG before work commences. WRCOG reserves the

right to require complete, certified copies of all required insurance policies, at any time.

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

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state, and federal laws, rules, and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life-saving equipment and procedures; (B) instructions in accident prevention for all employees and sub-contractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment, and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **\$88,000** without written approval from WRCOG. Extra Work may be authorized, as described below, and, if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to WRCOG a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall contain the invoice number and date; remittance address; Agreement number **XXXX-XX-XXXX-XXX**, and invoice total. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. WRCOG shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by WRCOG.

3.3.4 Extra Work. At any time during the term of this Agreement, WRCOG may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by WRCOG to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from WRCOG's Representative.

3.3.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. WRCOG shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Services available to interested parties upon request, and post copies at the Consultant’s principal place of business and at the project site. Consultant shall defend, indemnify, and hold WRCOG, its Directors, officials, officers, employees, volunteers, and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of WRCOG during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. WRCOG may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to WRCOG, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, WRCOG may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, WRCOG may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant: Engineering Solutions Services, Inc.
23232 Peralta Dr., Suite 112
Laguna Hills, CA 92653
Attn: Sudi Shoja

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

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

3.5.3 Ownership of Materials and Confidentiality.

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

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

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

Consultant shall also be responsible to obtain in writing separate written assignments from any sub-contractors or agents of Consultant of any and all right to the above

referenced Intellectual Property. Should Consultant, either during or following termination of this Agreement, desire to use any of the above-referenced Intellectual Property, it shall first obtain the written approval of the WRCOG.

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

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

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

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

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

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

3.5.6 Indemnification. Consultant shall defend, indemnify, and hold WRCOG, its Directors, officials, officers, consultants, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, or willful misconduct of Consultant, its officials, officers, employees, agents, consultants and contractors, arising out of or in connection with the

performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense, and risk, any and all such aforesaid suits, actions, or other legal proceedings of every kind that may be brought or instituted against WRCOG, its Directors, officials, officers, consultants, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award, or decree that may be rendered against WRCOG or its Directors, officials, officers, consultants, employees, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse WRCOG and its Directors, officials, officers, consultants, employees, agents, or volunteers, for any and all legal expenses and costs, including reasonable attorneys' fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by WRCOG, its Directors, officials, officers, consultants, employees, agents, or volunteers. This section shall survive any expiration or termination of this Agreement. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.6 Subcontracting.

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

[SIGNATURES ON FOLLOWING PAGE]

DRAFT

SIGNATURE PAGE TO
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
PROFESSIONAL SERVICES AGREEMENT

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

WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS

Organization

By: _____
Dr. Kurt Wilson
Executive Director

By: _____
Sudi Shoja
Principal

APPROVED AS TO FORM:

ATTEST:

By: _____
General Counsel
Best Best & Krieger LLP

By: _____
Its: _____

EXHIBIT “A” SCOPE OF SERVICES

1. Project Purpose

The Consultant shall assist the Western Riverside Council of Governments (WRCOG) in administering its Western Riverside County Municipal Green Zones Pilot Project grant. This includes comprehensive grant management, development and implementation of project controls, and regulatory compliance reporting as required by both the California Air Resources Board (CARB) and California Energy Commission (CEC).

2. Scope of Work and Deliverables

Task 1 – Project Kickoff and Onboarding

- Attend project initiation meetings with WRCOG staff.
- Review grant agreements, schedules, invoice requirements, and reporting timelines.

Deliverables(s):

- Relevant notes and feedback from kickoff activities and document review.

Task 2 – Monthly Progress Memo

- Attend project initiation meetings with WRCOG staff.
- Review grant agreements, schedules, invoice requirements, and reporting timelines.

Deliverables(s):

- Monthly Progress Memos

Task 2 – Project Controls and Monitoring

- Develop a tailored project controls plan including recommended tools, workflows, and communication protocols.
- Implement and maintain project controls (e.g., Smartsheet dashboards, expenditure tracking, milestones).
- Support development of Standard Operating Procedures (SOPs) to ensure consistent reporting and administration.
- Monitor compliance with funding agreements and advise on risk mitigation strategies.

Deliverables(s):

- Project Controls Plan – one draft for WRCOG review and one final.
- Status of project controls and monitoring activities included in Monthly Progress Memo.

Task 3 – Grant Management and Reporting Support

- Prepare and submit the required reports in collaboration with WRCOG staff, including:
 - Quarterly Progress Reports (CARB & CEC)
 - Semi-Annual California Climate Investments (CCI) Reports
 - AB 126 Fleet Data Reports
 - EV Charger Inventory Reports
 - EV Charger Maintenance and Performance Reports
 - Track deliverables and assist in data collection across all funded agencies and subrecipients.

This above not represent a comprehensive list of reports, as CEC and CARB may periodically request additional reporting. WRCOG will provide a comprehensive list of reports for the project.

Deliverables(s):

- One draft and one final of each report.
- Status of reporting activities included in Monthly Project Progress Memo.

Task 4 – Invoicing and Reimbursement

- Assist WRCOG in preparation and submission of invoices and reimbursement packages to CARB and CEC.
- Monitor invoice status, reconcile grant expenditures, and track match funding, as applicable.
- Coordinate with WRCOG’s fiscal staff and external partners to ensure alignment with funding conditions.

Deliverables(s):

- Invoice drafts.
- Status of invoicing activities included in Monthly Project Progress Memos.

Task 5 – Stakeholder and Technical Support

- Provide technical support at WRCOG-led project review meetings and working sessions.
- Support WRCOG in interpreting and fulfilling technical grant terms and conditions.
- Review technical documentation (e.g., deployment plans, specifications) for compliance relevance.

Deliverables(s):

- Invoice drafts.
- Status of stakeholder and technical support activities included in Monthly Project Progress Memo.

3. Period of Performance

Services shall commence upon full execution of the agreement and continue through March 15, 2027, unless extended in writing and agreed upon by both parties.

4. Compensation and Invoicing

All services shall be provided on a time-and-materials basis per the fully burdened hourly rates in “EXHIBIT B” FEE SCHEDULE. Invoices shall be submitted monthly and include:

- Hours worked by staff member and task
- Narrative summary of services provided
- Supporting documentation for reimbursable costs (if applicable)

The total not to exceed amount for this project is \$88,000.

EXHIBIT "B"
FEE SCHEDULE

Position	Hourly Rate
Principal	\$218
Project Manager	\$208
Senior Associate	\$188
Associate	\$166
Support Associate	\$140
Technical Experts	\$225-280
Reimbursable Cost	Hourly Rate
Reproduction	Cost
Courier Services	Cost
Transportation (time for travel will not be billed)	Cost



Western Riverside Council of Governments

WRCOG Executive Committee

Staff Report

Subject: Environmental Program Activities Update
Contact: Mei Wu Nguyen, Analyst I, mwu@wrcog.us, (951) 405-6734
Date: October 6, 2025

Recommended Action(s):

1. Receive and file.
-

Summary:

WRCOG advanced its Love Your Neighborhood (LYN) and Used Oil Recycling Programs in Fiscal Year 2024/2025. The LYN Program engaged 1,800 volunteers to remove 13,900 pounds of trash, reached 6,000 students through school assemblies, and earned a statewide outreach award. The Used Oil Program hosted 30 filter exchange events, collected 2,500 filters, and expanded community education on safe disposal.

Purpose / WRCOG 2022-2027 Strategic Plan Goal:

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

Discussion:

Background

WRCOG's Environmental programs are dedicated to addressing environmental issues in western Riverside County, covering aspects such as solid waste, used oil recycling, hazardous waste, pollution prevention, and providing resources to member agencies to fulfill legislative environmental mandates. This report highlights two programs:

1. Love Your Neighborhood Program (LYN): Administered by WRCOG and supported by the Riverside County Watershed Protection Program and the Riverside County Flood Control and Water Conservation District, this Program is a pollution prevention effort that empowers residents with resources to keep their neighborhoods pollution-free.
2. Used Oil Recycling Program: Focused on promoting proper recycling and disposal of used motor oil, used filters, and household hazardous wastes, aiming to prevent improper disposal that could contaminate water and the environment. This Program specifically targets reducing improper

disposal of used motor oil.

Present Situation

WRCOG staff has been actively engaged in implementing and advancing several key programs. The below is an update on the progress and achievements of the LYN Program and the Used Oil Recycling Program.

The LYN Program is focused on reducing litter and promoting recycling to enhance neighborhood cleanliness and safety. It aims to raise awareness about pollution's environmental impact through community education and outreach, empowering cities, groups, and residents to organize cleanup events. The Program provides necessary materials to eliminate barriers to participation, fostering community pride and responsibility. Additionally, it tracks real-time data on pollutants removed during cleanups to support state stormwater compliance and measure impact.

The LYN Program has achieved significant milestones in fostering community engagement and environmental stewardship. This comprehensive initiative strengthens community ties while addressing key environmental concerns across Riverside County. The Program has focused on trash abatement, promoting responsible recycling practices, and ensuring the proper removal of hazardous waste to prevent storm drain pollution. Together, these efforts have contributed to creating cleaner, more sustainable neighborhoods that foster collective action and enhance residents' quality of life.

In Fiscal Year 2024/2025, the LYN Program hosted 15 community events across WRCOG jurisdictions, engaging hundreds of volunteers who removed more than 13,940 pounds of trash from neighborhoods, parks, and public spaces. These events brought together over 1,790 volunteers of all ages in a shared commitment to protect and enhance their neighborhoods, strengthening environmental health while fostering a lasting sense of neighborhood pride. To expand its reach and impact, staff provided outreach and education to several member agencies through tabling events, clean-up efforts, and collaboration with jurisdictional staff and leadership. Additionally, staff provided presentations to various stakeholders, showcasing the program's mission, achievements, and future goals. This Program is free to WRCOG member agencies, ensuring broad accessibility and support for local communities.

In addition to clean-up activities, the Program continued its partnership with the Eco-Hero Show to provide engaging school outreach presentations on recycling used motor oil and pollution prevention. These assemblies, available to all member agencies, deliver critical environmental education to younger generations through interactive storytelling, trivia, songs, and dances. Staff scheduled 28 presentations, reaching over 6,000 students. Students left the presentations feeling empowered and equipped with practical knowledge on how they can take action to keep their neighborhoods clean and beautiful, reinforcing the connection between individual responsibility and community well-being.

This year, the LYN Program received the Outstanding Public Outreach and Engagement Project or Program Award at the California Stormwater Quality Association (CASQA) Annual Conference not only for its pollution prevention achievements but also for its strong connection with residents, meeting them where they are and empowering them to see the value of their participation.

The Used Oil Program continues to make significant strides in promoting responsible used oil management across WRCOG's member agencies. This comprehensive initiative focuses on collecting, recycling, and properly disposing of used motor oil, ensuring compliance with environmental regulations,

and fostering sustainable practices within the community. In Fiscal Year 2024/2025, the Program hosted 30 used motor oil filter exchange events at local Certified Collection Centers, such as auto parts stores. These events successfully exchanged 2,497 used oil filters, diverting significant amounts of waste from improper disposal and contributing to the region's overall environmental health.

Collaboration has been a cornerstone of the Program, helping to optimize efficiency and maximize the positive environmental impacts of used oil recycling efforts. Member cities benefit from access to oil containers and other Program-related materials to distribute to residents, further enhancing outreach and engagement. Staff actively supported several events, providing on-site assistance to strengthen community engagement and promote awareness of proper used motor oil disposal practices.

Prior Action(s):

None.

Financial Summary:

Activities related to these programs are included in the adopted Fiscal Year 2025/2026 Budget under Fund 150 and Fund 140 as part of the Energy & Environment Department under the Solid Waste and Recycling Program and Used Oil Program.

Attachment(s):

None.



Western Riverside Council of Governments

WRCOG Executive Committee

Staff Report

Subject: Annual PACE Unclaimed HERO Refunds Escheatment Update
Contact: Ichelle Pineda, Analyst III, ipineda@wrcog.us, (951) 405-6723
Date: October 6, 2025

Recommended Action(s):

1. Receive and file.

Summary:

Each year, WRCOG escheats PACE refunds to the State of California if they remain unclaimed for three years or more. For the 2025 reporting cycle, WRCOG is processing 446 (\$697,128.32) unclaimed refunds. In comparison, for the 2024 reporting cycle, 79 of the 615 unclaimed refunds (\$146,459.55) were reunited with property owners.

Purpose / WRCOG 2022-2027 Strategic Plan Goal:

The purpose of this item is to provide an update on unclaimed HERO refunds that have been escheated to the State and those that are currently being processed. This item aligns with WRCOG's 2022-2027 Strategic Plan Goal #3 (Ensure fiscal solvency and stability of the Western Riverside Council of Governments) and Goal #5 (Develop projects and programs that improve infrastructure and sustainable development in our sub-region).

Discussion:

Background

WRCOG's PACE Programs provide financing to property owners to implement energy saving, renewable energy, water conservation, and seismic strengthening improvements. Improvements installed utilizing PACE financing are secured by placing a lien on the underlying property and are paid back through a line-item charge on the secured property tax bill. The Program was initiated in WRCOG's jurisdiction in December 2011 and expanded in 2014 to allow jurisdictions throughout the state to join, and allow property owners in these jurisdictions to participate.

Refunds

PACE assessments are paid as a secured line item on the property tax bill, which is due twice a year. If a property owner prepays or pays off the assessment before the tax bill is due and the county cannot

make a correction to remove or adjust the PACE amount, this leads to an overpayment of the PACE assessment. In such cases, property owners are entitled to a refund, which is issued by WRCOG after the county disburses the collected funds. Most refunds are processed in February after the first installment and in June after the second installment. From March 2018 to September 2025, WRCOG issued a total of 16,487 (\$25,181,009.39) refunds.

Refunds are classified as unclaimed when those checks remain uncashed for six months or more. WRCOG makes multiple attempts to deliver these checks, but some are either returned or remain unclaimed. The unclaimed funds are held in a WRCOG pass-through account until they meet the three-year unclaimed requirement, at which point they are escheated to the State. After this occurs, property owners can claim their refunds by visiting <https://claimit.ca.gov>.

Escheatment

Escheatment is the process of transferring unclaimed refunds to the State after they have remained unclaimed for three years or more. The State organizes each reporting period into cycles (Attachment 1). Once the State assumes ownership of these funds, they can remain with the State indefinitely, until claimed by the property owner.

On November 7, 2022, the Executive Committee directed staff to escheat unclaimed HERO refunds to the State. WRCOG follows a five-step process for reporting unclaimed refunds and must adhere to the State Controller's Office procedures, meeting the June 15 escheatment deadline (Attachment 2). Additionally, WRCOG must meet certain deadlines before the funds can be escheated.

California State Controller's Office Escheatment Process

1. Identify Unclaimed Refunds.
 - WRCOG identifies refunds that have remained unclaimed for three years or more.
2. Perform Holder Due Diligence.
 - WRCOG sends letters to the property owners, notifying them that their refund remains unclaimed and is available.
 - WRCOG responds to inquiries, processes refund requests, and tracks updates to the list of unclaimed refunds.
 - When processing claims, WRCOG must verify that the individual is the rightful owner of the unclaimed refund by:
 - Requesting supporting documentation, and
 - Conducting identification verification before releasing any funds.
3. Submit a Holder Notice Report prior to November 1st each year - the first report of California's two-part reporting process.
 - This is the first step in California's two-part reporting process. By November 1st, WRCOG submits a Holder Notice Report to the State, along with any required documentation.
4. California State Controller's Office mails Pre-Eschat Notices.
 - Approximately four to five months after WRCOG mails due diligence letters, the State sends pre-eschat notices to property owners listed in the Holder Notice Report, advising them to claim their refunds through WRCOG by May 31. From June 1 to June 15, any remaining unclaimed funds must be remitted to the State. After June 15, claims can only be made through the State Controller's Office website.
5. WRCOG submits a final Remittance Report listing the remaining unclaimed refunds and remits the

funds to the State between June 1st and June 15th of each year - the second report of California's two-part reporting process.

Present Situation

For the 2024 reporting cycle, staff identified 615 refunds unclaimed for three or more years. WRCOG successfully returned 79 refunds totaling \$146,459.55. The remaining 536 refunds, totaling \$909,865.26, were escheated to the State of California by June 15, 2025.

Currently, WRCOG is processing 446 refunds (\$697,128.32) for the 2025 reporting cycle. As of September 5, 2025, 22 of these refunds (\$39,976.40) have been reunited with their owners. The 2025 reporting cycle includes refunds owed for the period between July 1, 2021, and June 30, 2022.

In the past, members of the Executive Committee have requested the names of the individuals located within their jurisdiction, with the offer and intent to contact the individuals themselves to inform them of their unclaimed property / owed refund. Legal counsel has advised against this approach. There is concern that such a process could create the appearance that WRCOG is disclosing private financial information to elected officials or others in order to facilitate the delivery. This may raise privacy concerns and expose the agency to reputational or legal risk.

Property owners are encouraged to visit the State Controller's website at <https://claimit.ca.gov> to claim unclaimed refunds dated June 30, 2021, and earlier.

Property owners are also encouraged to visit WRCOG's website at www.wrcog.us/refunds for information on claiming refunds still held by WRCOG.

Member agencies can use the attached flyer (Attachment 3) for distribution in their own social media campaigns and/or postings.

WRCOG staff will continue the escheatment process for an undetermined number of reporting cycles until all HERO refund checks have been processed.

Prior Action(s):

November 7, 2022: The Executive Committee adopted Resolution Number 25-22; A Resolution of the Executive Committee of the Western Riverside Council of Governments to Escheat Unclaimed Funds to the State of California.

Financial Summary:

Staff time to process escheatments are included in WRCOG's adopted Fiscal Year 2025/2026 budget under the HERO Program (5000) in the General Fund (Fund 110). Refund checks issued to property owners are accounted for as a pass-through payment and are not recorded as revenues or expenditures on WRCOG's books.

Attachment(s):

Attachment 1 - California State Controllers Office Reporting Cycles 2024 and 2025

Attachment 2 - California State Controllers Office The 5 Steps to Reporting Unclaimed Property to California

Attachment 3 - Unclaimed property flyer

Attachment

California State Controller's Property Report Cycles



Controller Malia M. Cohen
California State Controller's Office
Unclaimed Property Division

2024 General Holders – Property Report Cycles

*The table below outlines unclaimed property due dates for property held by general holders.
This table does not apply to Banking and Financial Organizations or Life Insurance Companies.¹*

Fiscal Year End Date (As of Date) ²	Date of Last Activity for Properties with a 3 Year Dormancy (Most Properties) ³	Date of Last Activity for Properties with a 1 Year Dormancy (Wages & Salaries)	Due Diligence Performed	Notice Report Due	Remit Report & Remittance Due
7/31/2023	8/1/2019 — 7/31/2020	8/1/2021 — 7/31/2022	↑ 10/31/2023 — 4/30/2024 ↓	↑ before 11/1/2024 ↓	↑ 6/1/2025 — 6/15/2025 ↓
8/31/2023	9/1/2019 — 8/31/2020	9/1/2021 — 8/31/2022			
9/30/2023	10/1/2019 — 9/30/2020	10/1/2021 — 9/30/2022			
10/31/2023	11/1/2019 — 10/31/2020	11/1/2021 — 10/31/2022			
11/30/2023	12/1/2019 — 11/30/2020	12/1/2021 — 11/30/2022			
12/31/2023*	1/1/2020 — 12/31/2020	1/1/2022 — 12/31/2022			
1/31/2024	2/1/2020 — 1/31/2021	2/1/2022 — 1/31/2023			
2/28/2024	3/1/2020 — 2/28/2021	3/1/2022 — 2/28/2023			
3/31/2024	4/1/2020 — 3/31/2021	4/1/2022 — 3/31/2023			
4/30/2024	5/1/2020 — 4/30/2021	5/1/2022 — 4/30/2023			
5/31/2024	6/1/2020 — 5/31/2021	6/1/2022 — 5/31/2023			
6/30/2024*	7/1/2020 — 6/30/2021	7/1/2022 — 6/30/2023			

*Most common Fiscal Year End ("As of dates") used when reporting unclaimed property.

¹ Property report cycles are available for [Banking and Financial Organizations](#) or [Life Insurance Companies](#).

² The "As of Date" on the [UFS-1](#) is the business's Fiscal Year End date, or the business may choose to use June 30 as their "As of Date." The property must meet the required dormancy period "as of" this date to be reportable.

³ See the [Dormancy Periods Table](#) for a list of the dormancy periods for the most frequently reported property types.



Controller Malia M. Cohen
California State Controller's Office
Unclaimed Property Division

2025 General Holders – Property Report Cycles

*The table below outlines unclaimed property due dates for property held by general holders.
This table does not apply to Banking and Financial Organizations or Life Insurance Companies.¹*

Fiscal Year End Date (As of Date) ²	Date of Last Activity for Properties with a 3 Year Dormancy (Most Properties) ³	Date of Last Activity for Properties with a 1 Year Dormancy (Wages & Salaries)	Due Diligence Performed	Notice Report Due	Remit Report & Remittance Due
7/31/2024	8/1/2020 — 7/31/2021	8/1/2022 — 7/31/2023	↑ 10/31/2024— 4/30/2025 ↓	↑ before 11/1/2025 ↓	↑ 6/1/2026 — 6/15/2026 ↓
8/31/2024	9/1/2020 — 8/31/2021	9/1/2022 — 8/31/2023			
9/30/2024	10/1/2020 — 9/30/2021	10/1/2022 — 9/30/2023			
10/31/2024	11/1/2020 — 10/31/2021	11/1/2022 — 10/31/2023			
11/30/2024	12/1/2020 — 11/30/2021	12/1/2022 — 11/30/2023			
12/31/2024*	1/1/2021 — 12/31/2021	1/1/2023 — 12/31/2023			
1/31/2025	2/1/2021 — 1/31/2022	2/1/2023 — 1/31/2024			
2/28/2025	3/1/2021 — 2/28/2022	3/1/2023 — 2/29/2024			
3/31/2025	4/1/2021 — 3/31/2022	4/1/2023 — 3/31/2024			
4/30/2025	5/1/2021 — 4/30/2022	5/1/2023 — 4/30/2024			
5/31/2025	6/1/2021 — 5/31/2022	6/1/2023 — 5/31/2024			
6/30/2025*	7/1/2021 — 6/30/2022	7/1/2023 — 6/30/2024			

*Most common Fiscal Year End ("As of dates") used when reporting unclaimed property.

¹ Property report cycles are available for [Banking and Financial Organizations](#) or [Life Insurance Companies](#).

² The "As of Date" on the [UFS-1](#) is the business's Fiscal Year End date, or the business may choose to use June 30 as their "As of Date." The property must meet the required dormancy period "as of" this date to be reportable.

³ See the [Dormancy Periods Table](#) for a list of the dormancy periods for the most frequently reported property types.

Attachment

California State Controllers Office
The 5 Steps to Reporting
Unclaimed Property to California



California State Controller Malia M. Cohen Unclaimed Property Division

The 5 Steps to Reporting Unclaimed Property to California

Follow the five steps in this guide to better understand the timeline and requirements for California's unique two-report unclaimed property reporting process.

Attend a Free Webinar



Visit the [Trainings and Tutorials page](#) to sign up for a free webinar on the reporting process.

We're Here to Help!



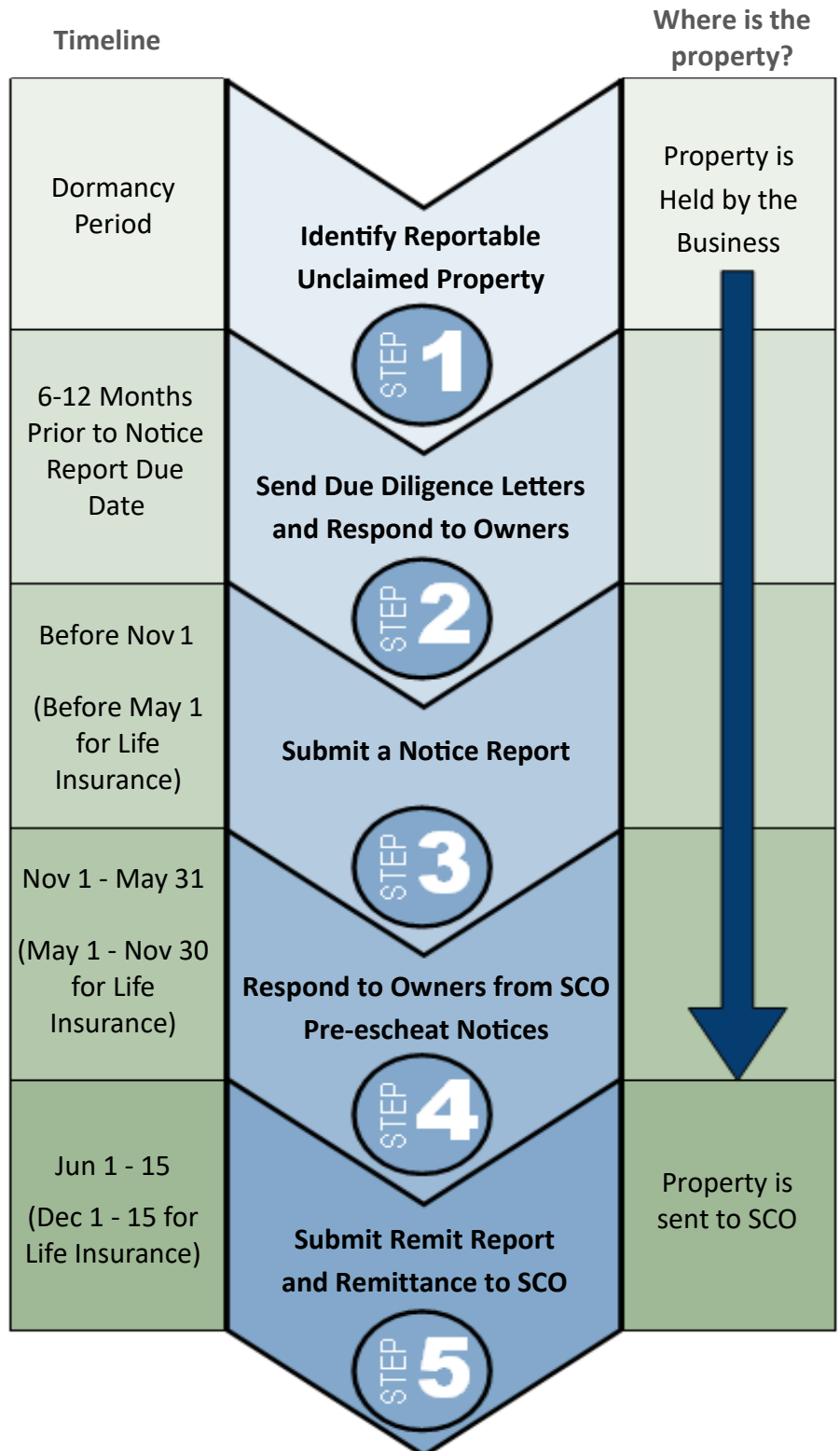
The State Controller's Office (SCO) Outreach and Compliance Unit (OCU) educates holders through [webinars, speaking engagements](#), and more. Visit the SCO website at GoReport.sco.ca.gov for reporting information or [contact the OCU](#) to schedule one-on-one assistance.

Outreach and Compliance Unit

(916) 464-6088

UPDHolderOutreach@sco.ca.gov

GoReport.sco.ca.gov



The 5 Steps to Reporting Unclaimed Property to California

STEP 1

Identify Reportable Unclaimed Property

California businesses review financial records annually to determine if they are holding any property that has remained dormant or inactive for the applicable [dormancy period](#), which is typically three years, but one year for payroll and wages. Some of the more common types of unclaimed property include checking and savings accounts, customer overpayments, payroll checks, insurance proceeds, stocks, other securities, and utility deposits.

For more information see: [How to Reduce Unclaimed Property Liability](#)

STEP 2

Send Due Diligence Letters and Respond to Owners

Due diligence is the process businesses with unclaimed property, referred to as holders, must follow to notify owners with unclaimed property valued at \$50.00 or more (and all securities and safe deposit boxes regardless of value) that their property may be transferred to the State of California. If an owner responds to a due diligence notice confirming interest in the property, the holder must reunite the owner with the property, for example by reissuing a dormant check or reactivating an inactive account.

For more information see: [Due Diligence Quick Guide](#)

STEP 3

Submit a Notice Report

The Notice Report is the first report of California's two-part reporting process. This report is due before November 1 of each year (May 1 for life insurance companies). This report provides SCO with details of all reportable property the business is holding. Do not remit any properties with this report.

For more information see: [Notice Report Checklist](#)

STEP 4

Respond to Owners from SCO Pre-escheat Notices

After receiving the Notice Report, SCO will send [pre-escheat notices](#) to reported owners. These notifications will inform owners to contact the holder to claim their unclaimed property before the mandatory Remit Report period (typically June 1 to June 15, or December 1 to December 15 for life insurance companies). Once contact is made the holder is expected to reunite property with the rightful property owner instead of remitting it to the state.

STEP 5

Submit Remit Report and Remittance to SCO

The Remit Report is the second report of the two-part reporting process. This report is due between June 1 and June 15 (or December 1 and December 15 for life insurance companies), and holders must transfer properties to the state that were not claimed by owners. Properties that were reunited with owners should be removed from the Remit Report.

For more information see: [Remit Report Checklist](#)



DO YOU HAVE A REFUND COMING?

VISIT WWW.CLAIMIT.CA.GOV TO
LOOK FOR YOUR UNCLAIMED PROPERTY



Western Riverside Council of Governments

WRCOG Executive Committee

Staff Report

Subject: I-REN Programmatic Activities Update

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

Date: October 6, 2025

Recommended Action(s):

1. Receive and file.

Summary:

This is an update of I-REN programmatic activities covering all sectors: Public, Codes & Standards, and Workforce Education & Training. Major highlights include I-REN's Cash for Kilowatts incentive, energy analysis technical assistance, energy code trainings, energy fellowship, and the California Energy Commission Equitable Building Decarbonization grant.

Purpose / WRCOG 2022-2027 Strategic Plan Goal:

The purpose of this item is to highlight I-REN's work with WRCOG public agencies and encourage continued collaboration with the County and cities in the subregion. This item supports WRCOG's 2022-2027 Strategic Plan Goal #6 (Develop and implement programs that support resilience for our region).

Discussion:

Background

The Inland Regional Energy Network (I-REN) Program is a consortium between the Western Riverside Council of Governments (WRCOG), the Coachella Valley Association of Governments, and the San Bernardino Council of Governments. Initiated in 2019, I-REN serves the Counties of Riverside and San Bernardino in the implementation of energy efficiency programs and services to support its respective member agencies and the public and to further California's energy efficiency goals. These partners joined together and submitted a Business Plan to the California Public Utilities Commission (CPUC) in order to establish locally administered, designed, and delivered energy efficiency programs. On November 18, 2021, the CPUC formally approved the I-REN Business Plan through program year 2027. I-REN administers six programs under three sectors: Public Sector, Codes & Standards (C&S), and Workforce Education & Training.

Present Situation

Public Sector: The I-REN Public Sector Program has launched various initiatives to provide energy-efficiency services and resources to WRCOG member agencies. I-REN's two Public Sector Programs are the Technical Assistance Program and the Normalized Metered Energy Consumption Program, an incentive program publicly known as Cash for Kilowatts.

Technical Assistance Program: The I-REN Technical Assistance Program provides agencies with support services on their energy efficiency projects and researching funding opportunities. I-REN technical services include zero-cost energy audits, data analysis of SoCal Edison (SCE) and SoCal Gas energy usage, Energy Resilience Roadmaps to identify recommendations for energy projects, building benchmarking support, grant support, and other energy-related support. Part of the technical assistance I-REN provides comes in the form of an online software tool called BUC, or Building Upgrade Concierge, which allows an agency to review past and present energy data on facilities that I-REN has previously obtained from SCE and SoCal Gas, helping to identify further energy savings opportunities.

The below agencies in the WRCOG subregion have participated in I-REN's programs and have received various forms of Technical Assistance.

- Energy data analysis: Cities of Banning (gas only), Beaumont, Canyon Lake, Corona, Jurupa Valley, Lake Elsinore, Menifee, Murrieta, Norco, Perris, Temecula, and Wildomar, the County of Riverside, and the Riverside Community College District
- Preliminary Energy Resilience Roadmap: Cities of Banning, Beaumont, Canyon Lake, Calimesa, Corona, Jurupa Valley, Lake Elsinore, Menifee, Murrieta, Norco, Perris, Riverside, Temecula, and Wildomar, the County of Riverside, the Murrieta Valley Unified School District, and the Riverside Community College District
- Energy Audit: Cities of Beaumont, Calimesa, Canyon Lake, Corona, Menifee, Murrieta, Norco, and Wildomar.
- Grant application support: Cities of Eastvale and Hemet
- Energy research support: City of Eastvale
- Other energy support (benchmarking, project review, etc.): Cities of Jurupa Valley and Perris, and the County of Riverside

Cash For Kilowatts Program: I-REN's Cash for Kilowatts Program provides incentive funds to agencies for holistic energy efficiency projects. Additional incentives are offered for cooling centers and emergency operation centers. For every kilowatt of energy that an emergency operation or cooling center project saves, I-REN will give up to \$2.00/kWh of incentives to offset project costs. I-REN will offer the \$2.00/kWh bonus to any project committed in 2025.

I-REN's first Cash for Kilowatts incentive was awarded to Colton Joint Unified School District (CJSUD) for an LED lighting project at Joe Baca Middle School. The total incentive is estimated for over \$220,000 and covers 80% of the gross project cost and will save the district over \$40,000. The first incentive check for over \$88,000 was given to CJUSD in July 2025, three months after project completion. The remaining estimated \$132,000 will be awarded 12 months after the project completion date, once I-REN receives updated energy data demonstrating project energy savings.

The City of Calimesa is on track to be the first public agency in the WRCOG territory to receive the Cash for Kilowatts incentive! The City is working on energy efficiency projects at its Senior Center and City Hall and is estimated to receive approximately \$14,000 in incentives, which covers 80% of the gross

project cost.

Please see Attachment 1 to this Staff Report to learn more about each of WRCOG's member agency participation with I-REN and any progress with Cash for Kilowatts projects.

Integrated Demand Side Management (IDSM) Program: In 2023, the CPUC established a new way for energy efficiency programs to help achieve a more flexible and efficient electric grid: Integrated Demand Side Management (IDSM).

IDSM involves coordination of multiple distributed energy resources (DERs) into one program or project, for example:

- Energy efficiency
- Demand response
- Distributed generation
- Electric vehicle integration

Under CPUC regulations, these activities have different funding sources and rules. The creation of IDSM allows energy efficiency programs to serve as the operational base for multi-DER projects, potentially combining energy efficiency funding with funding sources for other DERs.

IDSM rules include:

- Energy efficiency must be a component of IDSM programs / projects.
- IDSM funding cannot fund capital costs of non-efficiency technologies (e.g., purchase of a battery or self-generation technology).
- IDSM funding is not for event-based demand response - it should encourage ongoing load shifting to reduce peak energy consumption.

Portfolio administrators (PAs) such as I-REN may request approval to spend up to 2.5% or \$4M (whichever is greater) of their energy efficiency budgets for 2024-2027 on IDSM.

I-RENs Proposed IDSM Services: After initial engagement with I-REN's agencies, one request was at the top of the list of additional services to provide in the future: "Can I-REN include solar power, battery storage, and electric vehicle charging options to I-REN's offerings?" I-REN staff have listened and have been diligently working towards this request!

I-REN and several other PAs filed their IDSM program plans in March 2024 via Advice Letters to the CPUC. In its Advice Letter, I-REN proposed to offer multi-DER services as part of the public sector technical assistance and strategic energy planning program support that I-REN already provides to local agencies in the counties of Riverside and San Bernardino.

I-REN aims to expand its technical assistance service offerings to include non-energy efficiency DER measures, to provide agencies with comprehensive unbiased support from a trusted advisor, and "go-to" resources to help make informed holistic energy decisions. Expanded technical assistance services include comprehensive project support offerings such as integrated DER audits, performance specifications, procurement support, funding and financing analyses and application support, and

construction support for DER measures.

Additionally, I-REN will integrate DER capacity building in the region through engagement and outreach activities through workshops, webinars, and case studies to increase public sector awareness and pursuit of resilient permanent load shedding opportunities. Through this expansion, I-REN agencies will unlock new opportunities to fund and finance energy and resilience projects, resulting in realized energy and cost savings and improved resilience and operations, thereby creating an overall more resilient community and Inland region.

Though I-REN cannot provide incentives for, or fund solar, battery storage, or electric vehicle charging stations at this time, we continue to search for other funding opportunities and grants to bring to our agencies.

Next Steps for I-REN IDSM: On September 18, 2025, the CPUC unanimously approved I-REN's IDSM advice letter via Resolution E-5387. I-REN is developing a strategy to begin proposed IDSM activities immediately and will have an update for public agencies soon.

I-REN is excited for the approval of its Advice Letter via Resolution E-5387 so that it may begin offering these enhanced multi-DER services to encourage comprehensive efficiency and resiliency projects at the local and regional public agencies serving Inland Empire communities.

Workforce Education & Training Sector

Energy Fellowship Program: The I-REN Energy Fellowship is designed to help recent college graduates and seasoned workers transition into careers in local government and energy. I-REN will pay the salary of a Fellow to work near full-time in a city or public agency for 11 months to support I-REN projects and other energy-related assignments. All I-REN Fellows are required to have at least an Associate's degree, and while many have higher levels of education, some are also experienced workers in different fields seeking to enter the energy sector.

I-REN manages the recruitment process, funding, and administrative responsibilities. Host agencies will provide Fellows with a supervisor, laptop, and desk space. Host agencies are also able to select their Fellow, establish a work schedule, and assign relevant tasks. In many cases, the Fellows spearhead I-REN energy projects and take the lead as a liaison between I-REN and the public agency. The Fellows can also support a wide range of sustainability projects year-round such as community outreach, climate action plans, and electric vehicle plans. The Fellows gain hands-on experience and transferable skills, and some have been hired to work at public agencies in the region which helps retain our local workforce.

For the Fiscal Year (FY) 2024/2025 Fellowship cycle, I-REN was able to fund and support 14 Fellows at various public agencies throughout the I-REN territory. For this upcoming FY 2025/2026 cycle, I-REN is expected to support 24 - 30 Fellows. The following agencies in the WRCOG territory will host a Fellow: Cities of Corona and Riverside, the Riverside County Workforce Development Board, the Jurupa Valley Community Services, the Elsinore Valley Municipal Water District, Western Water, Valley Sanitary, the Riverside County Office of Education, and WRCOG.

County Workforce Development Boards: I-REN is awarding a total of \$3M to the San Bernardino and Riverside County Workforce Board, \$1.5M for each County, to create and fund workforce trainings

programs and pipelines for careers in the energy field. The aim is to connect unemployed residents and those interested in upskilling into high-demand clean energy careers. Over the next two and a half years, the programs will provide over 100 participants with industry-recognized clean energy certifications, hands-on training and job placement assistance, and a full range of professional development services such as resume development, career coaching, and supportive resources to ensure successful long-term employment. The contract duration is through the end of 2027 and I-REN hopes to continue this partnership in the future.

Energy Workforce Assessment: I-REN published a regional energy workforce and training market assessment analyzing workforce gaps within the energy sector in Riverside and San Bernardino Counties. The report identifies training needs to address job accessibility issues to strengthen the local workforce and meet growing energy sector demands. A summary of the report can be found here: [I-REN Energy Workforce Gaps Assessment Summary Report](#).

California Energy Commission (CEC) Equitable Decarbonization Grant Program: In 2024, the CEC awarded \$329M to the Southern California Equitable Building Decarbonization Coalition to launch a Direct Install Program for residential decarbonization in southern California. The purpose of the program is to install energy efficient electric appliances, energy efficiency measures, and related upgrades directly to low-income households living in single-family, multi-family, and manufactured homes in under-resourced communities. Program funding will be equitably distributed among all counties within the southern California region. I-REN will receive \$1.35M to be used only for marketing and outreach of this program in Riverside and San Bernardino Counties. I-REN will be partnering with the Inland Empire Community Foundation (IECF), which will distribute up to \$1.14M of I-REN's \$1.35M outreach funds to local community-based organizations to assist with marketing and education at events, provide culturally tailored materials, and for direct engagement with participants.

Codes & Standards (C&S) Sector: The purpose of the C&S Sector is to empower and support local building department staff and building professionals to be energy efficiency leaders in their communities across the Inland Empire. There is a significant opportunity for C&S-related energy savings in the region's existing building stock through code compliant equipment installation, additions, alterations, and renovations. The C&S Program is no-cost to serve building department staff, other local government staff, building professionals, other permit applicants, partner agencies, utilities, Community Choice Aggregators, industry, stakeholder, and professional groups.

Energy Code Trainings Program: I-REN hosts monthly trainings to educate building officials, permitting staff, city employees, building contractors, and other private sector partners on updates to the energy code and other energy topics. Previous trainings have covered topics such as Heat Pump Water Heaters for Building Departments, Financials of Solar and Storage, and Single-Family Standards: Accessory Dwelling Units. Our goal is to increase local understanding and compliance of the California energy code to increase energy efficiency and local energy cost savings.

Since launching C&S programs in 2023, I-REN has hosted a total of 33 trainings and three forums with 567 participants from 43 jurisdictions in the Inland Empire. So far in 2025, I-REN has hosted seven trainings and one forum with 176 total participants. Every year since 2023, over 98% of survey respondents have indicated that the C&S trainings met or exceeded their expectations and increased their Energy Code knowledge. The C&S Sector also previously partnered with the Institute of Heating and Air Conditioning Industries, Inc., to host trainings in Spanish.

The next scheduled trainings:

- C&S Forum: Resiliency in a Changing Energy Landscape
October 7, 2025, 9:00 AM - 11:00 AM
- 2025 Code Series: CALGreen
October 23, 2025, 9:00 AM - 10:30 AM
- 2025 Energy Code Restructured
November 13, 2025, 9:00 AM - 10:00 AM

I-REN's C&S trainings are online via Zoom and also available in Spanish. Participants are able to receive Continuing Education Units for attending the full training. Event registration and recordings can be found on the [iren.gov](https://www.iren.gov) website.

Energy Code Technical Assistance Program: In addition to trainings, the C&S Sector provides personalized tailored energy code support, such as tailored permitting guidebooks. Local building department staff, private sector building professionals, and members of the public can ask any energy code questions and connect with an energy code mentor who can give a tailored and precise response. As of 2025, I-REN is receiving an average of two energy code questions a month. The Ask a Code Question form is on the [iren.gov](https://www.iren.gov) website under [Codes & Standards Technical Support](#).

Stay Up to Date with I-REN: Stay up to date with I-REN offerings by joining the [I-REN Mailing list](#) and following I-REN on [LinkedIn](#), [Instagram](#), or [Facebook](#). Information about upcoming events and energy resources are available on the I-REN website at [iren.gov](https://www.iren.gov).

Prior Action(s):

September 18, 2025: The Technical Advisory Committee received and filed.

Financial Summary:

All costs associated with the development and implementation of I-REN are included in WRCOG's adopted Fiscal Year 2025/2026 Agency Budget under the I-REN budget (Fund 180) in the Energy & Environmental Department.

Attachment(s):

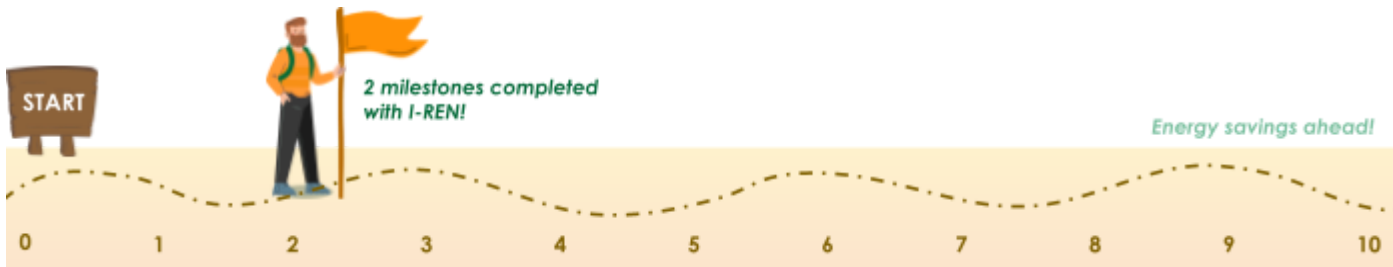
[Attachment 1 - I-REN Participation WRCOG Agency Profiles August 2025](#)



Agency Energy Liaison
 Arturo Vela
 Director of Public Works
 avela@ci.banning.ca.us

Your I-REN Project Manager Contact
 Ashley Cooper
 (213)-328-5106
 acooper@energycoalition.org

I-REN Milestones to Date:



Fellowship Participation		
Utility Data Received	✓	Received 04/25/2024
Preliminary Energy Resilience Roadmap		
Energy Audits/ Site Visits		
Initial Measures List/Final Roadmap		
Project Intent Form		
Procurement and Construction		
1st Incentive Installment		
Other Technical Assistance		
Codes & Standards Trainings	✓	1 Training Received

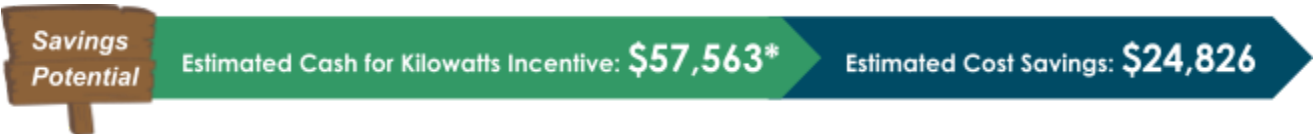
Continue Your Journey with I-REN! Reach out to your I-REN Project Manager and/or Karina Camacho (kcamacho@wrcog.us).





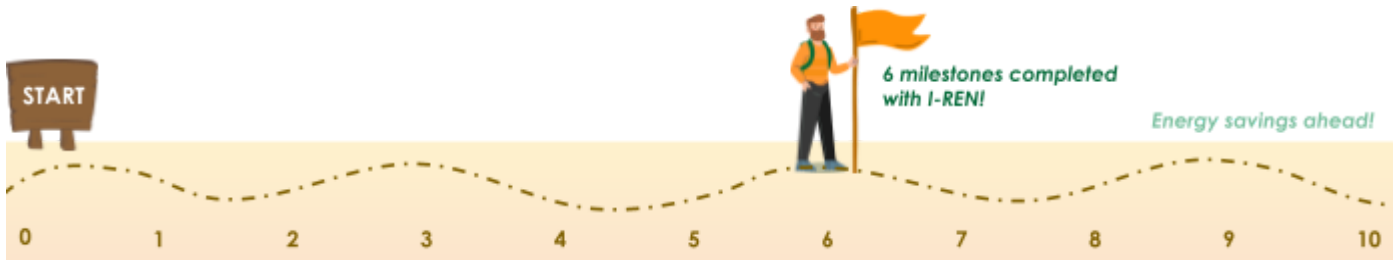
Agency Energy Liaison
Matthew Mendoza
Management Analyst
mmendoza@beaumontca.gov

Your I-REN Project Manager Contact
Anthony Segura
(949) 379-1870
asegura@energycoalition.org



**I-REN incentives will be distributed in installments after each project completion.*

I-REN Milestones to Date:



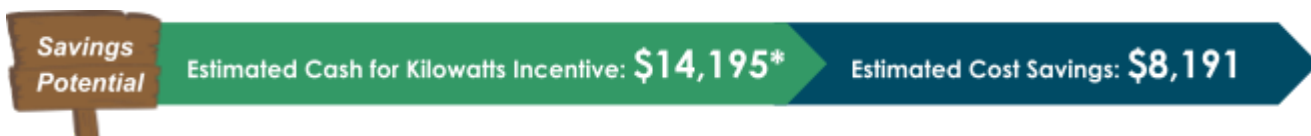
Fellowship Participation		
Utility Data Received	✓	Received 02/12/2024
Preliminary Energy Resilience Roadmap	✓	Completed 06/27/2024
Energy Audits/ Site Visits	✓	Completed at the City Hall and Chatigny Senior Community Resource Center
Initial Measures List/Final Roadmap	✓	Completed 05/21/2025
Project Intent Form	✓	Signed 06/12/2025
Procurement and Construction		
1st Incentive Installment		
Other Technical Assistance		
Codes & Standards Trainings	✓	1 Training Received

Continue Your Journey with I-REN! Reach out to your I-REN Project Manager and/or Karina Camacho (kcamacho@wrcog.us).



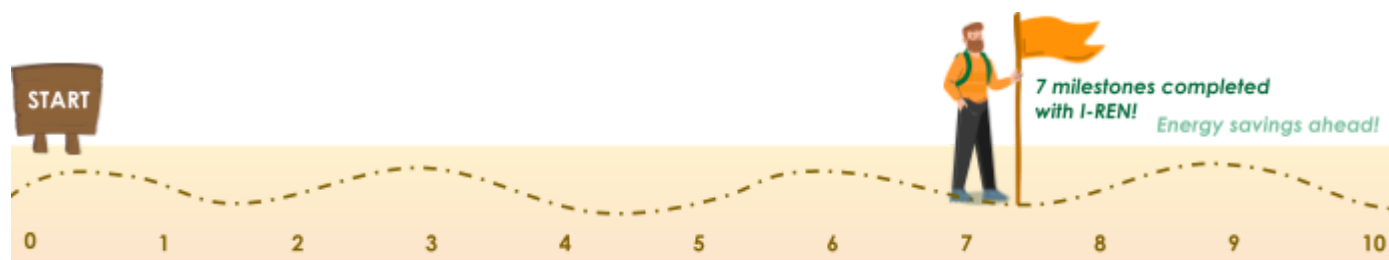
Agency Energy Liaison
Celeste Reid
Finance Director
creid@calimesa.gov

Your I-REN Project Manager Contact
Amanda Hervas
(949)-732-1092
ahervas@energycoalition.org



**I-REN incentives will be distributed in installments after each project completion.*

I-REN Milestones to Date:



Fellowship Participation		
Utility Data Received	✓	Received 03/14/2024
Preliminary Energy Resilience Roadmap	✓	Completed 06/12/2024
Energy Audits/ Site Visits	✓	Completed at the City Hall and Senior Center
Initial Measures List/Final Roadmap	✓	Completed 11/25/2024
Project Intent Form	✓	Signed 02/03/2025
Procurement and Construction	✓	Initiated Construction Dates: 07/1/2025
1st Incentive Installment		
Other Technical Assistance		
Codes & Standards Trainings	✓	1 Training Received

Continue Your Journey with I-REN! Reach out to your I-REN Project Manager and/or Karina Camacho (kcamacho@wrcog.us).



Agency Energy Liaison
Mike Borja
Community Development Director
mborja@cityofcanyonlake.com

Your I-REN Project Manager Contact
Ashley Cooper
(213)-328-5106
acooper@energycoalition.org



*I-REN technical support identified additional incentives for the agency

I-REN Milestones to Date:



Fellowship Participation		
Utility Data Received	✓	Received 09/05/2023
Preliminary Energy Resilience Roadmap	✓	Completed 01/29/2024
Energy Audits/ Site Visits	✓	Completed at the City Hall and Fire Station 1
Initial Measures List/Final Roadmap	✓	Completed 07/23/2024 and 09/24/2024
Project Intent Form		
Procurement and Construction		
1st Incentive Installment		
Other Technical Assistance		
Codes & Standards Trainings		

Continue Your Journey with I-REN! Reach out to your I-REN Project Manager and/or Karina Camacho (kcamacho@wrcog.us).





Agency Energy Liaison
Fortino Morales
Sustainability Manager
fomorales@riversideca.gov

Your I-REN Project Manager Contact
Ashley Cooper
(213)-328-5106
acooper@energycoalition.org

I-REN Milestones to Date:



Fellowship Participation	✓	Hosting a fellow for 2025-2026 cycle!
Utility Data Received	✓	Received 01/14/2025
Preliminary Energy Resilience Roadmap	✓	Completed 04/22/2025
Energy Audits/ Site Visits		
Initial Measures List/Final Roadmap		
Project Intent Form		
Procurement and Construction		
1st Incentive Installment		
Other Technical Assistance		
Codes & Standards Trainings	✓	7 Trainings Received

Continue Your Journey with I-REN! Reach out to your I-REN Project Manager and/or Karina Camacho (kcamacho@wrcog.us).



Agency Energy Liaison
 Sarah Arce
 Administrative Assistant
sarah.arce@coronaca.gov

Your I-REN Project Manager Contact
 Tim Redmond
 (949)-379-1868
tredmond@energycoalition.org

I-REN Milestones to Date:



Fellowship Participation	✓	Hosting a fellow for 2025-2026 cycle!
Utility Data Received	✓	Received 12/19/2023
Preliminary Energy Resilience Roadmap	✓	Completed 04/22/2024
Energy Audits/ Site Visits	✓	Completed at Corporate Yard
Initial Measures List/Final Roadmap		
Project Intent Form		
Procurement and Construction		
1st Incentive Installment		
Other Technical Assistance		
Codes & Standards Trainings	✓	6 Trainings Received

Continue Your Journey with I-REN! Reach out to your I-REN Project Manager and/or Karina Camacho (kcamacho@wrcog.us).



Agency Energy Liaison
Michael Sullivan
Operations Manager
msullivan@rivco.org

Your I-REN Project Manager Contact
Anthony Segura
(949) 379-1870
asegura@energycoalition.org

I-REN Milestones to Date:



Fellowship Participation	✓	Hosting a fellow for 2025-2026 cycle!
Utility Data Received	✓	Received 11/30/2023
Preliminary Energy Resilience Roadmap	✓	Completed 07/30/2024
Energy Audits/ Site Visits		
Initial Measures List/Final Roadmap		
Project Intent Form		
Procurement and Construction		
1st Incentive Installment		
Other Technical Assistance	✓	Energy Star Portfolio Manager (ESPM) and Building Upgrade Concierge (BUC) Assistance
Codes & Standards Trainings		

Continue Your Journey with I-REN! Reach out to your I-REN Project Manager and/or Karina Camacho (kcamacho@wrcog.us).

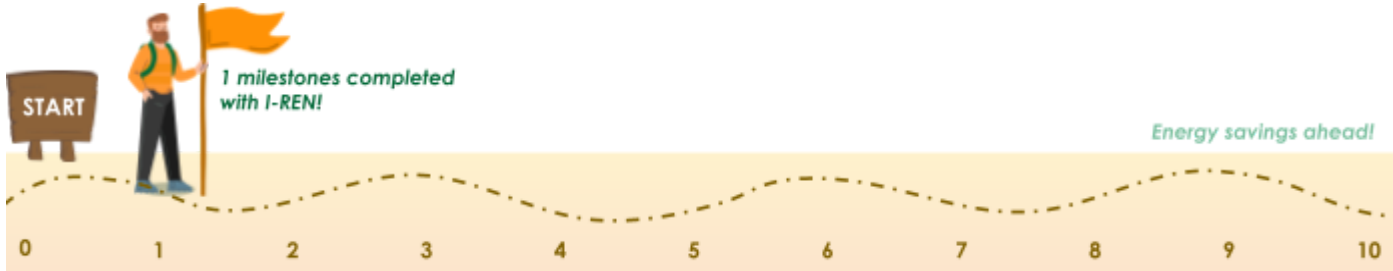




Agency Energy Liaison
 Alexander Fung
 Senior Management Analyst
 afung@eastvaleca.gov

Your I-REN Project Manager Contact
 Ashley Cooper
 (213)-328-5106
 acooper@energycoalition.org

I-REN Milestones to Date:



Fellowship Participation		
Utility Data Received		
Preliminary Energy Resilience Roadmap		
Energy Audits/ Site Visits		
Initial Measures List/Final Roadmap		
Project Intent Form		
Procurement and Construction		
1st Incentive Installment		
Other Technical Assistance	✓	EV Chargers Comparison, Energy Efficiency Conservation Block Grant
Codes & Standards Trainings		



Energy Efficiency and Conservation Block Grant funds received: \$123,670

Continue Your Journey with I-REN! Reach out to your I-REN Project Manager and/or Karina Camacho (kcamacho@wrcog.us).

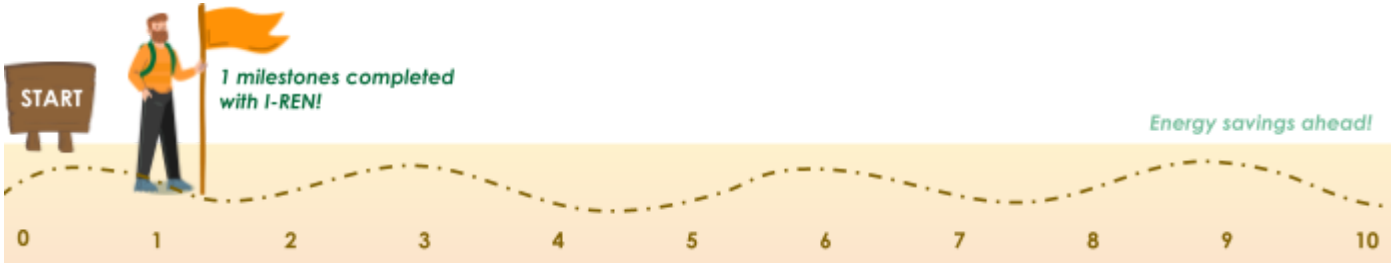




Agency Energy Liaison
Kurt Mikolaycik
Facilities Maintenance Supervisor
kmikolaycik@cityofhemet.org

Your I-REN Project Manager Contact
Ashley Cooper
(213)-328-5106
acooper@energycoalition.org

I-REN Milestones to Date:



Fellowship Participation		
Utility Data Received		
Preliminary Energy Resilience Roadmap		
Energy Audits/ Site Visits		
Initial Measures List/Final Roadmap		
Project Intent Form		
Procurement and Construction		
1st Incentive Installment		
Other Technical Assistance	✓	Energy Efficiency Conservation Block Grant (EECBG)
Codes & Standards Trainings		



Energy Efficiency and Conservation Block Grant funds received: \$141,750

Continue Your Journey with I-REN! Reach out to your I-REN Project Manager and/or Karina Camacho (kcamacho@wrcog.us)

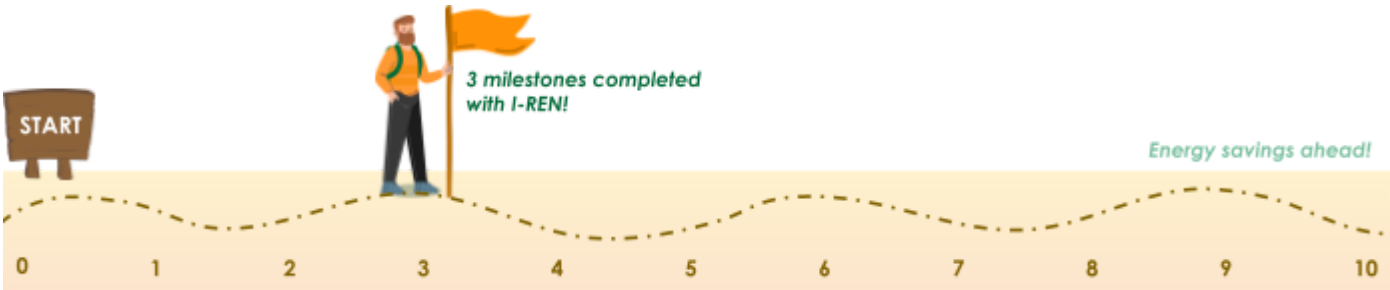




Agency Energy Liaisons
 Dave French and Kevin Ryan
 Deputy Director of Public Works and Project Manager
dfrench@jurupavalley.org and kryan@jurupavalley.org

Your I-REN Project Manager Contact
 Tim Redmond
 (949)-379-1868
fredmond@energycoalition.org

I-REN Milestones to Date:



Fellowship Participation		
Utility Data Received	✓	Received 02/28/2024
Preliminary Energy Resilience Roadmap	✓	Completed 07/10/2024
Energy Audits/ Site Visits		
Initial Measures List/Final Roadmap		
Project Intent Form		
Procurement and Construction		
1st Incentive Installment		
Other Technical Assistance	✓	Energy Services Companies (ESCO) Coordination; Desktop Review
Codes & Standards Trainings		

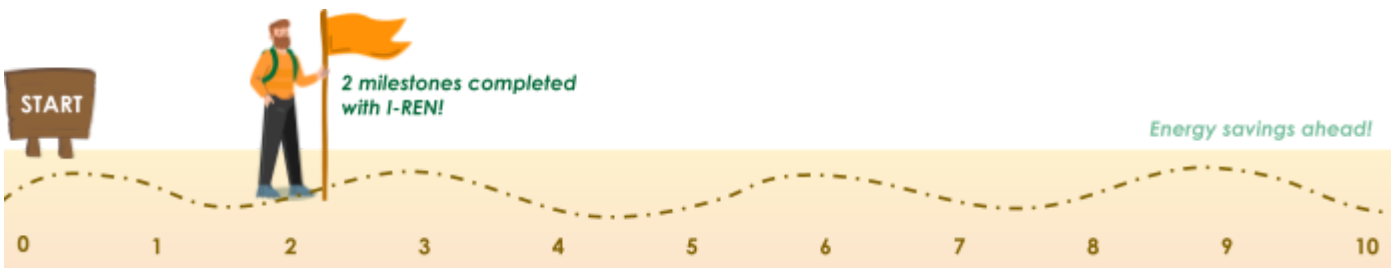
Continue Your Journey with I-REN! Reach out to your I-REN Project Manager and/or Karina Camacho (kcamacho@wrcog.us).



Agency Energy Liaison
Francisco Diaz
Public Works Superintendent
fdiaz@lake-elsinore.org

Your I-REN Project Manager Contact
Ashley Cooper
(213)-328-5106
acooper@energycoalition.org

I-REN Milestones to Date:



Fellowship Participation		
Utility Data Received	✓	Received 02/08/2024
Preliminary Energy Resilience Roadmap	✓	Completed 05/28/2024
Energy Audits/ Site Visits		
Initial Measures List/Final Roadmap		
Project Intent Form		
Procurement and Construction		
1st Incentive Installment		
Other Technical Assistance		
Codes & Standards Trainings		

Continue Your Journey with I-REN! Reach out to your I-REN Project Manager and/or Karina Camacho (kcamacho@wrcog.us).





Agency Energy Liaison
Michael To
Project Manager
mto@cityofmenifee.us

Your I-REN Project Manager Contact
Amanda Hervas
(949)-732-1092
ahervas@energycoalition.org

I-REN Milestones to Date:



Fellowship Participation		
Utility Data Received	✓	Received 04/08/2024
Preliminary Energy Resilience Roadmap	✓	Completed 05/22/2025
Energy Audits/ Site Visits	✓	Completed at Fire Station 76, Fire Station 7, and the Senior Center
Initial Measures List/Final Roadmap		
Project Intent Form		
Procurement and Construction		
1st Incentive Installment		
Other Technical Assistance		
Codes & Standards Trainings	✓	3 Trainings Received

Continue Your Journey with I-REN! Reach out to your I-REN Project Manager and/or Karina Camacho (kcamacho@wrcog.us).

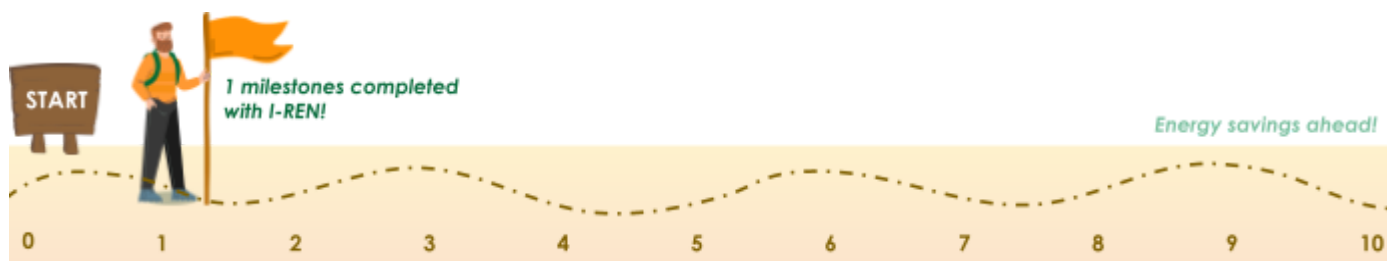




Agency Energy Liaison
Jason Niccoli
MVU Division Manager
jasonn@moval.org

Your I-REN Project Manager Contact
Ashley Cooper
(213)-328-5106
acooper@energycoalition.org

I-REN Milestones to Date:



Fellowship Participation		
Utility Data Received		
Preliminary Energy Resilience Roadmap		
Energy Audits/ Site Visits		
Initial Measures List/Final Roadmap		
Project Intent Form		
Procurement and Construction		
1st Incentive Installment		
Other Technical Assistance		
Codes & Standards Trainings	✓	5 Trainings Received

Continue Your Journey with I-REN! Reach out to your I-REN Project Manager and/or Karina Camacho (kcamacho@wrcog.us).



Agency Energy Liaison
Pedro Cevallos
Management Analyst
pcevallos@murrietaca.gov

Your I-REN Project Manager Contact
Anthony Segura
(949)-379-1870
asegura@energycoalition.org

Savings Potential

Estimated Cash for Kilowatts Incentive: **\$57,360***

Estimated Cost Savings: **\$33,820**

**I-REN incentives will be distributed in installments after each project completion.*

I-REN Milestones to Date:



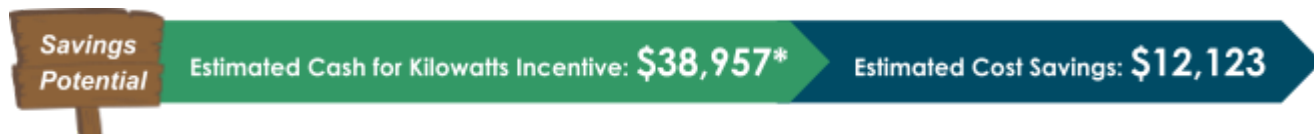
Fellowship Participation		
Utility Data Received	✓	Received 08/24/2023
Preliminary Energy Resilience Roadmap	✓	Completed 03/05/2024
Energy Audits/ Site Visits	✓	Completed at the City Hall, Public Library, and Police Department
Initial Measures List/Final Roadmap	✓	Completed 11/19/2024
Project Intent Form		
Procurement and Construction		
1st Incentive Installment		
Other Technical Assistance		
Codes & Standards Trainings	✓	1 Training Received

Continue Your Journey with I-REN! Reach out to your I-REN Project Manager and/or Karina Camacho (kcamacho@wrcog.us).



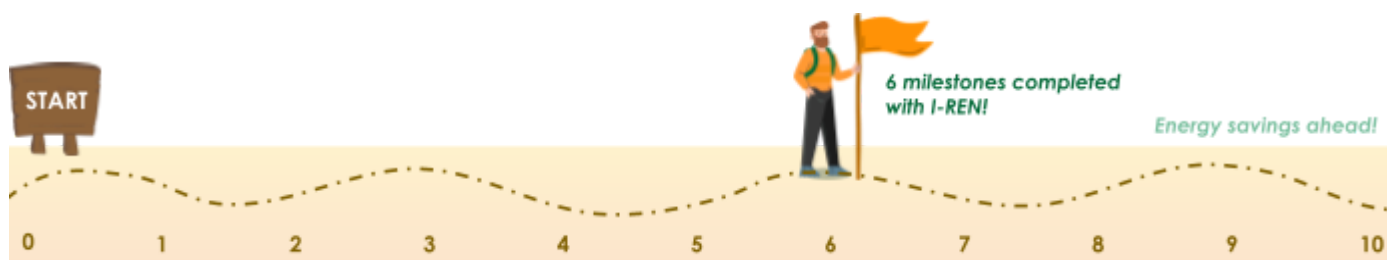
Agency Energy Liaison
Amanda Hamilton
Director of Facilities & Maintenance
ahamilton@ci.norco.ca.us

Your I-REN Project Manager Contact
Amanda Hervas
(949)-732-1092
ahervas@energycoalition.org



**I-REN incentives will be distributed in installments after each project completion.*

I-REN Milestones to Date:



Fellowship Participation		
Utility Data Received	✓	Received 08/28/2023
Preliminary Energy Resilience Roadmap	✓	Completed 01/22/2024
Energy Audits/ Site Visits	✓	Completed at City Hall, Hillside Fire Station #47, and Ingalls Event Center
Initial Measures List/Final Roadmap	✓	Completed 12/09/2024 and 04/21/2025
Project Intent Form	✓	Signed 06/09/2025
Procurement and Construction		
1st Incentive Installment		
Other Technical Assistance		
Codes & Standards Trainings	✓	1 Training Received

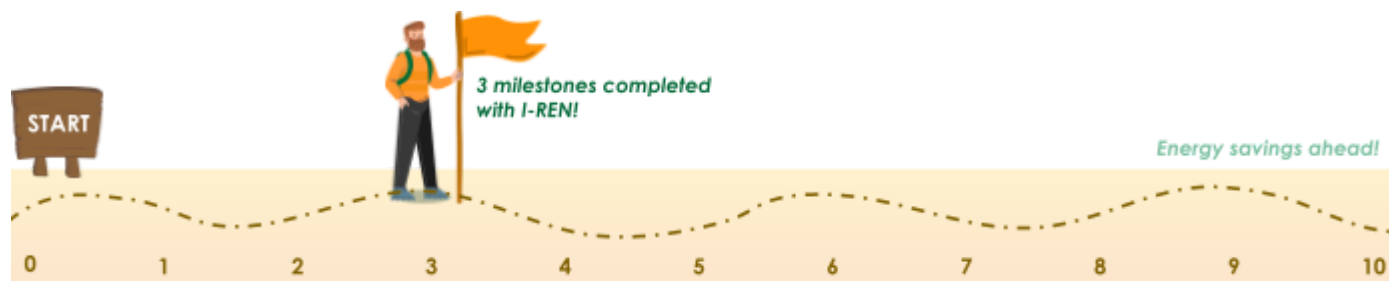
Continue Your Journey with I-REN! Reach out to your I-REN Project Manager and/or Karina Camacho (kcamacho@wrcog.us)



Agency Energy Liaison
Bryant Hill
Public Works Director
bhill@cityofperris.org

Your I-REN Project Manager Contact
Tim Redmond
(949)-379-1868
tredmond@energycoalition.org

I-REN Milestones to Date:



Fellowship Participation		
Utility Data Received	✓	Received 02/25/2024
Preliminary Energy Resilience Roadmap	✓	Completed 07/17/2024
Energy Audits/ Site Visits		
Initial Measures List/Final Roadmap		
Project Intent Form		
Procurement and Construction		
1st Incentive Installment		
Other Technical Assistance	✓	Energy Services Companies (ESCO) Coordination; Desktop Review
Codes & Standards Trainings		

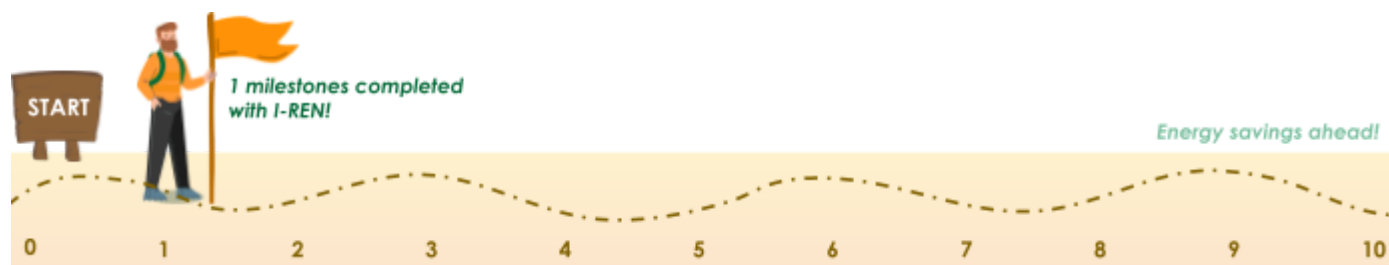
Continue Your Journey with I-REN! Reach out to your I-REN Project Manager and/or Karina Camacho (kcamacho@wrcog.us).



Agency Energy Liaison
Caleb Hargis
Management Analyst
chargis@sanjacintoca.gov

Your I-REN Project Manager Contact
Ashley Cooper
(213)-328-5106
acooper@energycoalition.org

I-REN Milestones to Date:



Fellowship Participation		
Utility Data Received	✓	Received 08/20/2024
Preliminary Energy Resilience Roadmap		
Energy Audits/ Site Visits		
Initial Measures List/Final Roadmap		
Project Intent Form		
Procurement and Construction		
1st Incentive Installment		
Other Technical Assistance		
Codes & Standards Trainings		

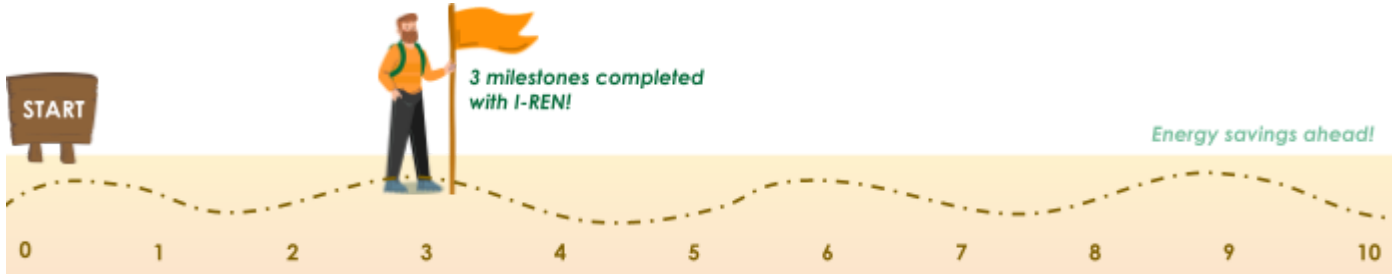
Continue Your Journey with I-REN! Reach out to your I-REN Project Manager and/or Karina Camacho (kcamacho@wrcog.us).



Interim Agency Energy Liaison
Ron Moreno
Director of Public Works
ron.moreno@temecula.gov

Your I-REN Project Manager Contact
Tim Redmond
(949)-379-1868
tredmond@energycoalition.org

I-REN Milestones to Date:



Fellowship Participation		
Utility Data Received	✓	Received 11/02/2023
Preliminary Energy Resilience Roadmap	✓	Completed 04/09/2024
Energy Audits/ Site Visits		
Initial Measures List/Final Roadmap		
Project Intent Form		
Procurement and Construction		
1st Incentive Installment		
Other Technical Assistance		
Codes & Standards Trainings	✓	2 Trainings Received

Continue Your Journey with I-REN! Reach out to your I-REN Project Manager and/or Karina Camacho (kcamacho@wrcog.us).





Agency Energy Liaison
Daniel Torres
Community Services Director
dtorres@wildomar.gov

Your I-REN Project Manager Contact
Ashley Cooper
(213)-328-5106
acooper@energycoalition.org

I-REN Milestones to Date:



Fellowship Participation		
Utility Data Received	✓	Received 06/10/2024
Preliminary Energy Resilience Roadmap	✓	Completed 11/18/2024
Energy Audits/ Site Visits	✓	Completed at City Hall
Initial Measures List/Final Roadmap	✓	Scheduled 08/21/2025
Project Intent Form		
Procurement and Construction		
1st Incentive Installment		
Other Technical Assistance		
Codes & Standards Trainings		

Continue Your Journey with I-REN! Reach out to your I-REN Project Manager and/or Karina Camacho (kcamacho@wrcog.us).