



Western Riverside Council of Governments WRCOG Executive Committee

REVISED AGENDA

**Monday, November 3, 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 (Janis Leonard, WRCOG Administrative Services Manager)**
3. **ROLL CALL**

4. **PUBLIC COMMENTS**

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

5. **CLOSED SESSION**

PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Title: Executive Director

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 October 6, 2025, Meeting of the Executive Committee

Requested Action(s): 1. Approve the Action Minutes from the October 6, 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. I-REN Monthly Activities Update

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

E. TUMF Program Activities Update: Two TUMF Reimbursement Agreements and One TUMF Reimbursement Agreement Amendment

Requested Action(s):

1. Authorize the Executive Director to execute a TUMF Reimbursement Agreement with the City of Eastvale for the Planning, Engineering, and Right-of-Way Phases of Hellman Avenue Street Widening Project from River Road to 500' North of Walter Street in an amount not to exceed \$5,000,000.
2. Authorize the Executive Director to execute a TUMF Reimbursement Agreement with the City of Menifee for the Engineering, Right-of-Way, and Construction

Phases of Holland Road Street Widening Project from Bradley Road to Haun Road in an amount not to exceed \$4,279,000.

3. Authorize the Executive Director to execute a TUMF Reimbursement Agreement Amendment No. 2 with the City of Temecula for the Planning, Engineering, and Construction Phases of Diaz Road Expansion Project (Western Bypass - Rancho California to Cherry) in an amount not to exceed \$7,565,923.

F. TUMF Refund Agreement for Murrieta Marketplace

Requested Action(s):

1. Authorize the Executive Director to execute a TUMF Refund Agreement between J&T Investments, Inc., the City of Murrieta, and WRCOG for the refund of TUMF Credits to the Developer for the Murrieta Marketplace Project.

G. First Amendment to a Professional Services Agreement with ICF Resources, LLC, for I-REN Marketing Support Through 2027

Requested Action(s):

1. Authorize the Executive Director to execute a First Amendment to the Professional Services Agreement with ICF Resources, LLC, for marketing services through December 2027.

H. Professional Services Agreements for On-Call Planning Services with Dudek

Requested Action(s):

1. Authorize the Executive Director to execute an On-Call Professional Services Agreement between WRCOG and Dudek for support to WRCOG and its member agencies with 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.

I. First Amendment to a Professional Services Agreement with Frontier Energy for ongoing Codes & Standards Program Activities

Requested Action(s):

1. Authorize the WRCOG Executive Director to execute a First Amendment to the Professional Services Agreement between WRCOG and Frontier Energy for ongoing support in the I-REN Codes & Standards Program Sector in an amount not-to-exceed \$3,956,195.00, for a term through December 31, 2027

J. First Amendment to Professional Services Agreement with Alternative Energy Systems Consulting for ongoing Public Sector Program Activities

Requested Action(s):

1. Authorize the WRCOG Executive Director to execute a First Amendment to the Professional Services Agreement between WRCOG and Alternative Energy Services Consulting for ongoing support in the I-REN Public Sector Program in an amount not-to-exceed

\$855,000.00, for a term through December 31, 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. First Amendment to an Agreement for Services with Public Health Institute to support the I-REN Energy Fellowship Program for Service Year 2025/2026

Requested Action(s):

1. Authorize the Executive Director to execute a First Amendment to an Agreement for Services with Public Health Institute to support the I-REN Energy Fellowship and to identify, recruit, and place up to 24 full-time Fellows, and up to 11 three-quarter term Fellows, within the I-REN service territory for program service year 2025/2026.

B. Vehicle Miles Traveled Mitigation Program 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

SCAG Regional Council and Policy Committee Representatives

[WRCOG Ad Hoc Committees](#)

I-REN Executive Committee

10. REPORT FROM THE EXECUTIVE COMMITTEE CHAIR

Brenda Dennstedt, Western Water

11. REPORT FROM THE EXECUTIVE DIRECTOR

Dr. Kurt Wilson

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, December 1, 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 Chair Brenda Dennstedt at 2:02 p.m., on Monday, October 6, 2025, at the at the Riverside County Administrative Center, 1st Floor Board Chambers.

2. PLEDGE OF ALLEGIANCE

WRCOG Administrative Services Director Princess Hester led Committee members and guests in the Pledge of Allegiance.

3. ROLL CALL

- City of Beaumont - Mike Lara
- City of Calimesa - Jeff Cervantez
- City of Canyon Lake - Dale Welty
- City of Corona - Jacque Casillas*
- City of Eastvale - Christian Dinco
- City of Hemet - Joe Males
- 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 - Lori Stone
- City of Norco - Kevin Bash
- City of Perris - Michael Vargas
- City of Riverside - Chuck Conder
- City of San Jacinto - Crystal Ruiz
- City of Temecula - Jessica Alexander
- City of Wildomar - Joseph Morabito
- County of Riverside, District 2 - Karen Spiegel
- County of Riverside, District 3 - Chuck Washington
- EMWD - David Slawson
- Western Water - Brenda Dennstedt

*Arrived after Roll Call

Absent:

- City of Banning
- County of Riverside, District 1
- County of Riverside, District 5

- Riverside Co. Sup. of Schools

4. SPECIAL PRESENTATIONS

Darci Kuenzi of the Riverside County Flood Control and Water Conservation District, Dr. Olivia Sanchez, WRCOG Program Manager, and Mei Wu, WRCOG Analyst, were recognized for WRCOG's Love Your Neighborhood Program for presentation and recognition of a California Stormwater Quality Association Award for Outstanding Leadership, Projects & Programs.

Princess Hester, WRCOG Director of Administrative Services, was honored with a proclamation in honor of her upcoming retirement.

5. PUBLIC COMMENTS

There were no public comments.

6. CONSENT CALENDAR

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

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

Action:

1. Approved the Action Minutes from the September 8, 2025, meeting of the Executive Committee.

B. WRCOG Committees and Agency Activities Update

Action:

1. Received and filed.

C. Report out of WRCOG Representatives on Various Committees

Action:

1. Received and filed.

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

Actions:

1. Authorized 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. Authorized the Executive Director to execute a TUMF Reimbursement Agreement between the

County of Riverside and WRCOG for the planning of Temescal Canyon Road.

3. Authorized 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. Authorized 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

Actions:

1. Authorized 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. Authorized the Executive Director to execute the WRCOG Regional Early Action Planning Local Staff Assistance Program Agreement.

F. I-REN Monthly Activities Update

Action:

1. Received and filed.

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

Action:

1. Authorized 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

A. Environmental Program Activities Update

Action:

1. Received and filed.

B. Annual PACE Unclaimed HERO Refunds Escheatment Update

Action:

1. Received and filed.

C. I-REN Programmatic Activities Update

Action:

1. Received and filed.

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

TAC Chair Craig Miller reported that at its September 18, 2025, meeting, the TAC received a presentation for I-REN's Cash for Kilowatts Program and received information on the Western Riverside County Clean Cities Coalition, which received \$1.35 Million from the California Air Resources Board to deploy advanced vehicles and infrastructures, train technicians, and develop a transition tool kit.

Lastly, Mr. Miller thanked WRCOG and its member agencies for supporting Western Water in the passage of Senate Bill 72, which will allow the California Department of Water Resources to plan in order to build a 9 million acre feet of new water infrastructure for the state of California, as this was a three and a half year process.

9. REPORT FROM COMMITTEE REPRESENTATIVES

Dale Welty, SCAG Energy & Environmental Policy Committee representative, reported that the replacement rate for California's population is now approximately 1.7 births per woman, or 2.1%, noting that the population is on a decline. It was previously anticipated that California would have 50M people by 2036. This number is no longer attainable and was moved to the year 2051. Now it is anticipated that California will never reach 50M. Moreover, the state's work-force age group is declining, with senior-citizens making up a large percentage of California's population, while the workforce to support these populations is declining. In history, where the ratio was 20 retired people per 100 workers, it will soon be 60 retired people per 100 workers, making a significant change in the state's economy. Seniors are now spending more money in retirement than they were in the working age, much of which is for medical care through the government support. At some point, the Federal Government will have to intervene to prevent a 15% drop in the state's population every generation.

Brian Tisdale, CALCOG representative, reported that there was an update on Senate Bill 375 and a cap and investment update. The next meeting will be held on November 6, 2025 in Palm Desert. Mr. Tisdale also mentioned that Natasha Johnson, City of Lake Elsinore, was elected as Assembly District Representative for the 63rd District, and the City will make attempt in the near future to appoint a replacement.

Colleen Wallace, SANDAG Borders Committee representative, reported that the Joint Committee received a presentation on the 2022 - 2025 Regional Plan Timeline. The final Environmental Impact Report (EIR) will be adopted by SANDAG's Board of Directors in December 2025. SANDAG had held its Board and the Policy Advisory Committees workshop, which began in 2023, where different strategic and funding requirements were required. In 2024, the Committee talked about the transportation network, public health, safety, flexible fleets and advanced air mobility. In 2025, SANDAG proposed a draft Regional Plan Network performance meetings and revenues.

Tribal consultations had also been implemented, as there are approximately five tribes in San Diego which are in need of assistance of infrastructure. The draft Plan outreach summary included seven learning sessions, which consisted of 23 presentations to stakeholder groups across the region, 44 Community Based Organization pop-up's and community events across the region, Public Hearing and Transportation Committee notification emails to regional and local stakeholders, targeting social media adds and media adversaries for the draft Plan's release and learning sessions. There were approximately just over 1K comments, mostly online, with key themes of transit investment, bikeways and walkways, highways and roadways, housing and land use, climate, greenhouse gas emissions, and

Title 6, with proposed changes of highways, transit, and cost in revenue. The Committee is revising the 2025 Plan's transportation network which consists of 59 new transit routes, upgrades to existing routes, including rural areas and 36 neighborhood shuttle service areas. The next steps will be to finalize the Regional Plan and EIR by October 2025.

10. REPORT FROM THE EXECUTIVE COMMITTEE CHAIR

Chair Dennstedt reported that she is appointing Jessica Alexander to the PACE Ad Hoc Committee. Chair Dennstedt also acknowledged that October is Breast Cancer Awareness month, with a reminder to wear pink. Lastly, Chair Dennstedt mentioned that starting with the next meeting, she would like a WRCOG staff member to state their name, the department they work for, and provide a brief introduction of what it is that they do and how long they've worked for WRCOG, and lead the Committee members and guests in the Pledge of Allegiance, so that Executive Committee members can get to know more about staff.

11. REPORT FROM THE EXECUTIVE DIRECTOR

Dr. Kurt Wilson reported that the Legislative Ad Hoc Committee consists of Brian Tisdale, Kevin Bash, Crystal Ruiz, and Chris Barajas, and supported by WRCOG's Bonnie Woodrome. The Committee meets year round to discuss legislative matters which may affect member agencies. Western Water's General Manager, Craig Miller, thanked WRCOG for its letters of support regarding Senate Bill 72.

Vehicle Miles Traveled (VMT) continues to be a hot topic statewide. Agencies statewide are watching WRCOG and its new VMT Mitigation Program as an example.

November 6, 2025, is the General Assembly sponsor luncheon. October 22, 2025, is the retirement celebration for Princess Hester. WRCOG is close, tentatively, to securing a sublessee for the Citrus Towers suite, to occupy that space beginning November 1, 2025. WRCOG's office will temporarily occupy a now vacant spot at the 1955 Chicago Avenue building. Dr. Wilson introduced Caroline Hammond, a new WRCOG Analyst in the TUMF Department.

12. ITEMS FOR FUTURE AGENDAS

There were no items requested for future agendas.

13. GENERAL ANNOUNCEMENTS

Committee member Lori Stone invited Committee members to the Susan G. Komen Inland Empire More Than Pink Walk in honor of breast cancer awareness month on October 12, 2025, at 7 a.m. On October 15, 2025, the City of Murrieta is having its State of the City at 7:00 p.m.

14. NEXT MEETING

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

15. ADJOURNMENT

The meeting was adjourned at 3:00 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: November 3, 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 October 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 October 2025:

- October 6, 2025: Executive Committee
- October 9, 2025: Planning Directors Committee
- October 9, 2025: Public Works Committee

Prior Action(s):

None.

Financial Summary:

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

Attachment(s):

[Attachment 1 - WRCOG Committees Activities Update October 2025](#)



Western Riverside Council of Governments Executive Committee Meeting Recap October 6, 2025

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

Agenda Packet: <https://wrcog.us/DocumentCenter/View/10835/ec-1025-ap>

PowerPoint Presentation: <https://wrcog.us/DocumentCenter/View/10837/EC-1025-PPT>

Environmental Program Activities Updated

- In FY 2024/2025, the Used Oil Program held 30 used motor oil filter exchange events at Certified Collection Centers, collecting and exchanging more than 2,100 used oil filters.
- In FY 2024/2025, the Love Your Neighborhood Program hosted 15 community cleanup events in partnership with member agencies, removing over 13,900 pounds of trash with the help of more than 1,700 volunteers.
- EcoHero conducted 28 educational presentations across the western Riverside County, engaging over 6,000 students in learning about proper used oil disposal and the importance of pollution prevention.

Annual PACE Unclaimed HERO Refunds Escheatment Update

- For the 2024 reporting cycle, which covered unclaimed refunds issued between July 1, 2020, and June 30, 2021, staff identified 615 unclaimed statewide refunds totaling \$1,056,324.81. The remaining unclaimed refunds were remitted to the State of California by June 15, 2025.
- For the 2025 reporting cycle, covering refunds issued between July 1, 2021, and June 30, 2022, staff identified 446 unclaimed statewide refunds totaling \$697,128.32. These unclaimed refunds will be remitted to the State on June 15, 2026.
- In previous years, Executive Committee members have requested contact information of individuals with unclaimed refunds in their jurisdictions. However, legal counsel has advised against this approach. Providing that information could be seen as disclosing private financial details, which raises privacy concerns and could expose WRCOG to legal or reputational risk.
- If Executive Committee members are interested in supporting outreach efforts, staff encourage property owners to visit WRCOG's website at <https://wrcog.us/348/Unclaimed-HERO-Refunds> for information on how to claim their unclaimed HERO refund. A flyer was also included in the staff report for Committee members to share with their constituents to help spread the word.

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 for an LED lighting project at Joe Baca Middle School. The total incentive is estimated to be 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 Boards, \$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.

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, Bard Chambers, Riverside.



Western Riverside Council of Governments Planning Directors Committee Meeting Recap October 9, 2025

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

Agenda Packet: <https://wrcog.us/DocumentCenter/View/10838/PDC-1025-ap>

PowerPoint Presentation: <https://wrcog.us/DocumentCenter/View/10845/PDC-100925-PPT>

Compass IoT Demonstration

- WRCOG purchased a license to Compass IoT, a “Big Data” tool used to support member agencies in transportation planning and provide connected vehicle data.
- Training sessions will be offered to provide an overview of the tool and to ensure users are able to efficiently utilize the tool to its fullest capability.
- Member agencies who would like access to the tool and attend training sessions are encouraged to reach out to Kassie Vickers at kvickers@wrcog.us.

Legislative Update

- Taylor Libolt Varner from Amplify Communities highlighted the final provisions incorporated into SB 415, the AB 98 (2024) clean-up bill. Key changes include updated compliance pathways and timelines for a jurisdiction’s circulation element and safe harbor provisions. More information can be found in the PowerPoint for the meeting.
- AB 39 requires cities to enact a local electrification plan between 2027 and 2030. AB 752 classifies child day care centers located within multifamily housing as a residential use by right, prohibiting cities and counties from imposing business licenses, taxes, and special fees, while maintaining compliance with state building, fire, and licensing requirements.
- An overview of various housing bills awaiting signature from the Governor was also discussed. A summary of these bills is also included in the meeting PowerPoint.

Housing Implementation Tool (HIT) Update

- Taylor Libolt Varner from Amplify Communities provided a progress update on WRCOG’s Housing Implementation Tool, including how jurisdictions can access the tool platform and what resources are available.
- The Tool will be developed via SharePoint to enable it to be a centralized, searchable resource hub for members. WRCOG’s goal is for the Tool to be updated so utilizing SharePoint enables the Tool to be easily updated.
- The Tool will officially launch in mid-November, so members are encouraged to request access to it utilizing this [request form](#).

SCAG Mobility Hub and Implementation Guide

- To support local jurisdictions in overcoming these challenges and advance mobility hubs across southern California, SCAG created the “Mobility Hub Design and Implementation Guide,” a step-by-step guide for local jurisdictions to consult when navigating the process to identify, develop, and implement mobility hubs in their communities.
- SCAG staff provided an overview of the guide, which can be found on the SCAG [website](#).

Next Meeting

The next Planning Directors Committee meeting is scheduled for Thursday, December 11, 2025, at 9:30 a.m., in WRCOG's new office at 1955 Chicago Avenue, Riverside.



Western Riverside Council of Governments Public Works Committee Meeting Recap October 9, 2025

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

Agenda Packet: <https://wrcog.us/DocumentCenter/View/10839/PWC-1025-ap>

PowerPoint Presentation: <https://wrcog.us/DocumentCenter/View/10848/PWC-PPT-1025>

TUMF Construction Cost Index Adjustment for 2025

- Staff introduced a proposal to create an automatic Construction Cost Index (CCI) adjustment to the TUMF fee schedule. The CCI would be based on the annual September index and applied to the TUMF fee schedule to be implemented on July 1 of the following year.
- This adjustment generates additional revenue against rising construction costs. Adjusting every year helps to avoid large increases at the time of Nexus Study updates.
- Tying an automatic adjustment to the Index relieves the administrative and political burden of going through annual ordinance changes.

TUMF Program Status Overview

- For FY 2025/2026 to date, WRCOG has collected ~\$12.5M and reimbursed ~\$20.9M. Significant collections came from Menifee and Eastvale. Reimbursements are currently exceeding fees that are being collected.
- All credit agreements must be submitted to TUMF through the online portal. There are 18 active credit agreements (excluding County) with our member agencies.
- All agreements must be signed through DocuSign. WRCOG initiates the process once both WRCOG and the local agency have taken the agreement to its Executive Committee and City Council, respectively. The WRCOG Executive Director will be the last to sign the agreement to ensure legal chain of custody for agreements.
- All five Zones have full TIP approvals for FY 2025/2026 and the TUMF Team has begun its annual review for FY 2024/2025.

Compass IoT Demonstration

- WRCOG purchased a license to Compass IoT, a “Big Data” tool used to support member agencies in transportation planning and provide connected vehicle data.
- Training sessions will be offered to provide an overview of the tool and to ensure users are able to efficiently utilize the tool to its fullest capability.
- Member agencies who would like access to the tool and attend training sessions are encouraged to reach out to Kassie Vickers at kvickers@wrcog.us.

Assembly Bill 98 Activities Update

- Taylor Libolt Varner from Amplify Communities provided an update on the clean-up legislation SB 415. AB 98, signed into law in 2024, established new design and build standards for logistics uses. SB 415 was created to provide technical corrections and amendments to AB 98.

Updates on Recent Court Cases Involving Vehicle Miles Traveled Screening

- The presentation provided options for “small project screening” and the options members may take in implementing small project screening.
- WRCOG is offering assistance to its members in establishing a de minimus amount of VMT and updating its guidelines with new small project screening and documentation of model testing.

Next Meeting

The next Public Works Committee meeting is scheduled for Thursday, December 11, 2025, at 2:00 p.m., in WRCOG's new office located at 1955 Chicago Avenue, Riverside.



Western Riverside Council of Governments

WRCOG Executive Committee

Staff Report

Subject: Report out of WRCOG Representatives on Various Committees
Contact: Chris Gray, Deputy Executive Director, cgray@wrcog.us, (951) 405-6710
Date: November 3, 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 has not met since its last meeting on September 29, 2025. The next CALCOG Board of Directors meeting is scheduled for November 6 - 7, 2025.

SANDAG Borders Committee (Colleen Wallace)

The SANDAG Borders Committee met on October 24, 2025. The full agenda packet can be accessed at <https://www.sandag.org/meetings-and-events/policy-advisory-committees/borders>. Agenda highlights are as follows:

1. Tribal Digital Village Improvement and Expansion Strategy.
2. Lithium Valley Specific Plan Draft.
3. City of Tijuana Planning Activities.

The next SANDAG Borders Committee meeting is scheduled for November 21, 2025.

SAWPA OWOW Steering Committee (Wes Speake)

The SAWPA OWOW Steering Committee has not met since its last meeting on September 25, 2025. 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 - SANDAG Borders Committee agenda October 24, 2025](#)

Attachment

SANDAG Borders Committee
agenda October 24, 2025



Borders Committee Agenda

Friday, October 24, 2025, 2 p.m.

SANDAG Boardroom

1011 Union Street, First Floor

San Diego, CA 92101

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1. Call to Order

2. Comments and Communications

2.1 Non-Agenda Public Comments/Member Comments

Members of the public shall have the opportunity to address the Borders Committee on any issue within the jurisdiction of 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 also may present brief updates and announcements under this agenda item.

3. Consent

3.1 Approval of Meeting Minutes

The Borders Committee is asked to approve the minutes from its July 25, 2025, meeting.

4. Tribal Digital Village Improvement and Expansion Strategy

Michael Terlep, SANDAG

ACTION: INFORMATION

Staff will present an update on the Local Agency Technical Assistance Grant funded Tribal Digital Village Improvement and Expansion Strategy.

5. Lithium Valley Specific Plan Draft

Bari Bean, County of Imperial

ACTION: INFORMATION

This report will present the finalized Lithium Valley Specific Plan to transform over 51,000 acres near the Salton Sea into a clean energy and lithium development hub through zoning updates, infrastructure improvements, and streamlined CEQA review.

6. City of Tijuana Planning Activities

Juan Diego Mascareño, Germán Chávez, and Heidy Maccioni, Instituto Metropolitano de Planeación de Tijuana (IMPLAN)

ACTION: INFORMATION

This report will provide an update on key activities led by IMPLAN, the municipal agency supporting urban development and planning efforts in the City of Tijuana.

7. Adjournment

The next Borders Committee meeting is scheduled for Friday, November 21, 2025, at 2 p.m.



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: November 3, 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.

- I-REN developed several website landing pages capturing the regional impacts to date of I-REN's public sector programs - one for each COG and another highlighting the cumulative impacts. Unique QR codes have been created for events such as meetings with elected officials, as well as State of the City/County events, territory-wide.
- I-REN presented 11 Initial Measures Lists in September covering facilities throughout Menifee, Indio, Blythe, and the Northwest Mosquito and Vector Control District.
- I-REN coordinated with the California State Library on opportunities to stack funding for upcoming library retrofits within the City of San Bernardino and City of Murrieta. Moving forward, I-REN will be able to stack the Building Forward Library Facilities Infrastructure Grant program and I-REN's Cash for Kilowatts incentives toward I-REN identified projects within the territory.

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 successfully hosted its fall 2025 Forum on Resiliency in a Changing Energy Landscape, which garnered 46 registrants and 26 attendees.
- I-REN partnered with the South Coast Air Quality Management District to promote heat pump training for contractors.
- I-REN has begun prepping for its 2026 C&S training roster, including meeting with potential instructors.

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.

- October 6 – 24 Fellows started at 16 host sites throughout the region.
- October 9 – EcoHero debuted the very first I-REN Energy Champion K-6 assembly at Student STEPCon in Riverside. Over 300 students saw the live performance with 1,500 students having access to the virtual assembly that day.
- October 22 – I-REN attended Educator STEPCon to provide materials related to assembly presentations by EcoHero to teachers and encourage registration in these events.
- October 23 – I-REN attended Counselor STEPCon to support Riverside and San Bernardino County Workforce Development Departments in promoting the Energy Career Pathways project.
- October 31 – Fellowship Application closes. I-REN has spots for eleven 8-month term Fellows at

nine host sites. The Fellows will start on January 12, 2026, and participate through September 2026.

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

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

Date: November 3, 2025

Recommended Action(s):

1. Authorize the Executive Director to execute a TUMF Reimbursement Agreement with the City of Eastvale for the Planning, Engineering, and Right-of-Way Phases of Hellman Avenue Street Widening Project from River Road to 500' North of Walter Street in an amount not to exceed \$5,000,000.
2. Authorize the Executive Director to execute a TUMF Reimbursement Agreement with the City of Menifee for the Engineering, Right-of-Way, and Construction Phases of Holland Road Street Widening Project from Bradley Road to Haun Road in an amount not to exceed \$4,279,000.
3. Authorize the Executive Director to execute a TUMF Reimbursement Agreement Amendment No. 2 with the City of Temecula for the Planning, Engineering, and Construction Phases of Diaz Road Expansion Project (Western Bypass - Rancho California to Cherry) in an amount not to exceed \$7,565,923.

Summary:

The Cities of Eastvale and Menifee are requesting to enter into TUMF Reimbursement Agreements for the widening of Hellman Avenue, from River Road to 500' North of Walter Street, and Holland Road, from Bradley Road to Haun Road, respectively. The City of Temecula is requesting to enter into a TUMF Reimbursement Agreement Amendment for the Diaz Road Expansion. The total allocation of money across all projects is \$16,844,923.

Purpose / WRCOG 2022-2027 Strategic Plan Goal:

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

Discussion:

Background

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

Present Situation

TUMF Reimbursement Agreements:

1. The Hellman Avenue Street Widening Project set the amount of funding in the Planning, Engineering, and Right-of-Way Phases to an amount not to exceed \$5,000,000. The proposed Project will study a new expansion from River Road to 500' North of Walter Street.
2. The Holland Road Street Widening Project set the amount of funding in the Engineering, Right-of-Way, and Construction Phases to an amount not to exceed \$4,279,000. The proposed Project will study a new expansion from Bradley Road to Haun Road.

TUMF Reimbursement Agreement Amendment:

1. The Diaz Road Expansion Project set the funding in the Planning, Engineering, and Construction Phases to an amount not to exceed \$5,565,923. An increase in Project funding has been requested by the City of Temecula in an Amendment for \$2,000,000, for a total not to exceed the amount of \$7,565,923.

Prior Action(s):

August 7, 2023: Authorized the Executive Director to execute a TUMF Reimbursement Agreement Amendment for the Construction Phase with the City of Temecula on the Diaz Road Expansion Project in an amount not to exceed \$4,500,000. The total amount of the TUMF Reimbursement Agreement will not exceed \$5,565,923.

August 5, 2019: Authorized the Executive Director to execute a TUMF Reimbursement Agreement with the City of Temecula for the Planning and Engineering Phases of the Diaz Road (Western Bypass) Widening Project in an amount not to exceed \$1,065,923.

Financial Summary:

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

Attachment(s):

Attachment 1 - TUMF Reimbursement Agreement - Hellman Ave Street Widening (25-NW-EAV-1405)

Attachment 2 - TUMF Reimbursement Agreement - Holland Road (Bradley Rd to Haun Rd) ((25-CN-MEN-1411))

Attachment 3 - TUMF Reimbursement Agreement - Amendment No. 2 - Diaz Road Expansion (18-SW-TEM-1194)

Attachment

TUMF Reimbursement Agreement –
Hellman Avenue Street Widening

(25-NW-EAV-1405)

**TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM
AGREEMENT TO REIMBURSE TUMF FUNDS
HELLMAN AVENUE STREET WIDENING PROJECT**

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

RECITALS

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

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

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

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

AGREEMENT

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

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

- 1) PA&ED – Project Approvals & Environmental Document
- 2) PS&E – Plans, Specifications and Estimates
- 3) ROW – Right of Way

2. WRCOG Funding Amount. WRCOG hereby agrees to distribute to AGENCY, on the terms and conditions set forth herein, a sum not to exceed **Five Million Dollars (\$5,000,000)**, to be used for reimbursing the AGENCY for eligible Project expenses as described in Section 3 herein (“Funding Amount”). The Parties acknowledge and agree that the Funding Amount may be less than the actual cost of the Project. Nevertheless, the Parties acknowledge and agree that WRCOG shall not be obligated to contribute TUMF Program Funds in excess of the maximum TUMF share identified in the TUMF Nexus Study (“Maximum TUMF Share”), as may be amended from time to time.

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

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

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

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

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

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

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

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

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

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

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

10. AGENCY's Local Match Contribution. The AGENCY local match funding is not required, as shown in Exhibit "A".

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

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

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

15. Termination.

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

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

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

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

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

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

18. Indemnification.

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

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

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

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

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

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

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

(iii) Contain standard separation of insured provisions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to AGENCY: City of Eastvale
 Attn: Jimmy Chung, Public Works Director/City Engineer
 12363 Limonite Avenue, Suite 910
 Eastvale, CA 91752

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

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

33. Integration; Amendment. This Agreement contains the entire agreement between the PARTIES. Any agreement or representation respecting matters addressed herein that are not

expressly set forth in this Agreement is null and void. This Agreement may be amended only by mutual written agreement of the PARTIES.

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS

[INSERT AGENCY NAME]

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

By: _____ Date: _____
Mark Orme
City Manager

Approved to Form:

Attest:

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

By: _____ Date: _____
Marc Donohue
City Clerk

Approved as to Form:

By: _____ Date: _____
Erica Vega
City Attorney

EXHIBIT “A”

SCOPE OF WORK

SCOPE OF WORK:

Planning, Engineering, Environmental, Project Management for the Hellman Avenue Street Widening Project.

PA/ED and PS&E phases for the following:

- Hellman Avenue Street Widening Project (25-NW-EAV-1405)

EXHIBIT “A-1”**ESTIMATE OF COST**

Phase	TUMF	LOCAL	TOTAL
PA&ED	583,000		
PS&E	1,458,000		
RIGHT OF WAY	2,959,000		
CONSTRUCTION			
TOTAL	5,000,000		

EXHIBIT “A-2”
PROJECT SCHEDULE

TIMETABLE:

Phase	Estimated Completion Date	Estimated Cost	Comments
PA&ED	December 2027	583,000	
PS&E	December 2027	1,458,000	
RIGHT OF WAY	December 2027	2,959,000	
CONSTRUCTION			
TOTAL		5,000,000	

Elements of Compensation

EXHIBIT “B”

PROCEDURES FOR SUBMITTAL, CONSIDERATION AND PAYMENT OF INVOICES

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

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

Signed _____

Title _____

Date _____

Invoice No. _____

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

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

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

1. ELEMENTS OF COMPENSATION.

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

1.1 DIRECT LABOR COSTS.

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

1.1.1 DIRECT SALARY COSTS

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

1.1.2 MULTIPLIER

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

1.1.2.1 Direct Salary Costs _____

1.1.2.2 Payroll Additives _____

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

1.1.2.3 Overhead Costs _____

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

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

1.2 FIXED FEE.

1.2.1 The fixed fee is \$ _____.

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

1.3 ADDITIONAL DIRECT COSTS.

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

Rates for identified Additional Direct Costs are as follows:

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

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

2. DIRECT SALARY RATES

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

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

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

[__sample__]

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

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

3. INVOICING.

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

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

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

Signed _____
Title _____
Date _____
Invoice No. _____

4. PAYMENT

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

EXHIBIT B-2
Sample Cover Letter to WRCOG

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

Re: Project Title - Invoice #__

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

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

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

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

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

By: _____
Name
Title

cc:

EXHIBIT B-3
Sample Letter from Contractor to AGENCY

Month/Date/Year

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

Invoice # _____

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

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

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

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

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

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

By: _____
Name
Title

**EXHIBIT B-4
SAMPLE TASK SUMMARY SCHEDULE
(OPTIONAL)**

EXHIBIT B-5
Sample Progress Report

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

A. Activities and Work Completed during Current Work Periods

TASK 01 – 100% PS&E SUBMITTAL

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

B. Current/Potential Problems Encountered & Corrective Action

Problems	Corrective Action
None	None

C. Work Planned Next Period

TASK 01 – 100% PS&E SUBMITTAL

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

Attachment

TUMF Reimbursement Agreement –
Holland Road Widening (Bradley
Road to Haun Road)

((25-CN-MEN-1411))

**TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM
AGREEMENT TO REIMBURSE TUMF FUNDS
HOLLAND ROAD WIDENING (BRADLEY ROAD TO HAUN ROAD)**

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 City of Menifee, a California municipal corporation (“AGENCY”). WRCOG and AGENCY are sometimes hereinafter referred to individually as “Party” and collectively as “Parties”.

RECITALS

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

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

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

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

AGREEMENT

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

1. Description of the Qualifying Project. This Agreement is intended to distribute TUMF Program Funds to the AGENCY for the Holland Road Widening (Bradley Road to Haun 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) ENGINEERING – Project Approvals & Environmental Document, Plans, Specifications and Estimates
- 2) R/W – Right of Way Acquisition and Utility Relocation
- 3) CON – Construction

2. WRCOG Funding Amount. WRCOG hereby agrees to distribute to AGENCY, on the terms and conditions set forth herein, a sum not to exceed **FOUR MILLION TWO HUNDRED SEVENTY-NINE THOUSAND DOLLARS (\$4,279,000)** to be used for reimbursing the AGENCY for eligible Project expenses as described in Section 3 herein (“Funding Amount”). The Parties acknowledge and agree that the Funding Amount may be less than the actual cost of the Project. Nevertheless, the Parties acknowledge and agree that WRCOG shall not be obligated to contribute TUMF Program Funds in excess of the maximum TUMF share identified in the TUMF Nexus Study (“Maximum TUMF Share”), as may be amended from time to time.

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

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

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

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

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

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

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

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

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

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

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

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

10. AGENCY's Local Match Contribution. The AGENCY shall provide at least (\$2,721,000) **TWO MILLION SEVEN HUNDRED TWENTY-ONE THOUSAND DOLLARS** of funding toward the work, 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 **ARMANDO G. VILLA, CITY MANAGER**, 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: The City of Menifee
29844 Haun Road
Menifee, CA 92586
Attention: Nicolas Fidler, Director of Public Works
Telephone: 951-723-3704
Mobile: 951-723-7594

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

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

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

**WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS**

CITY OF MENIFEE

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

By: _____ Date: _____
Armando G. Villa, City Manager

Approved to Form:

Approved to Form:

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

By: _____ Date: _____
Jeffrey T. Melching, City Attorney

Attest:

By: _____ Date: _____
Stephanie Roseen, City Clerk

EXHIBIT “A”**SCOPE OF WORK****SCOPE OF WORK:**

Holland Road is classified as a four-lane corridor in the City of Menifee’s General Plan. Holland Road is currently a two-lane facility from Bradley Road to Haun Road. With the completion of the Holland Road/I-215 Overcrossing, this roadway now experiences heavy traffic at peak time hours. The project will construct a four-lane road, modify existing traffic signals, construct storm drain improvements, install a new traffic signal, streetlighting, sidewalks, and dedicated bike lanes.

EXHIBIT “A-1”**ESTIMATE OF COST**

Phase	TUMF	LOCAL	TOTAL
ENGINEERING	\$595,000	\$355,000	\$950,000
RIGHT OF WAY	\$1,000,000	\$0	\$1,000,000
CONSTRUCTION	\$2,684,000	\$2,366,000	\$5,050,000
TOTAL	\$4,279,000	\$2,721,000	\$ 7,000,000

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

Phase	Estimated Completion Date	Estimated Cost	Comments
PA&ED (Engineering)	9/2/2026	\$ 150,000	
PS&E (Engineering)	10/28/2026	\$ 800,000	
RIGHT OF WAY	12/31/2026	\$ 1,000,000	
CONSTRUCTION	12/31/2027	\$ 5,050,000	
TOTAL		\$ 7,000,000	

Elements of Compensation

EXHIBIT “B”

PROCEDURES FOR SUBMITTAL, CONSIDERATION AND PAYMENT OF INVOICES

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

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

Signed _____

Title _____

Date _____

Invoice No. _____

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

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

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

1. ELEMENTS OF COMPENSATION.

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

1.1 DIRECT LABOR COSTS.

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

1.1.1 DIRECT SALARY COSTS

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

1.1.2 MULTIPLIER

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

1.1.2.1 Direct Salary Costs _____

1.1.2.2 Payroll Additives _____

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

1.1.2.3 Overhead Costs _____

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

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

1.2 FIXED FEE.

1.2.1 The fixed fee is \$ _____.

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

1.3 ADDITIONAL DIRECT COSTS.

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

Rates for identified Additional Direct Costs are as follows:

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

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

2. DIRECT SALARY RATES

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

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

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

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

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

3. INVOICING.

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

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

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

Signed _____
 Title _____
 Date _____
 Invoice No. _____

4. PAYMENT

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

EXHIBIT B-2
Sample Cover Letter to WRCOG

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

Re: Project Title - Invoice #__

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

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

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

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

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

By: _____
 Name
 Title

cc:

EXHIBIT B-3
Sample Letter from Contractor to AGENCY

Month/Date/Year

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

Invoice # _____

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

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

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

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

Amount Due this Invoice:	\$000,000.00
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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 – Diaz Road
Expansion (Western Bypass –
Rancho California to Cherry)

((18-SW-TEM-1194))

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

**Diaz Road Expansion
(Western Bypass – Rancho California to Cherry)**

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 TEMECULA** (“AGENCY”). WRCOG and the AGENCY are sometimes referred to individually as “Party” and collectively as “Parties.”

RECITALS

A. WRCOG and AGENCY have entered into an agreement titled “Transportation Uniform Mitigation Fee Program Agreement” that is dated **August 27, 2019** (“Agreement”). The Agreement provides the terms and conditions, scope of work, schedule and funding amount for the construction of the **Diaz Road Expansion** (hereinafter the “Project”).

B. WRCOG and AGENCY have entered into an amendment to the Agreement titled “Amendment No. 1 to Transportation Uniform Mitigation Fee Program Agreement” that is dated September 13, 2023 (“Amendment No. 1”) in order to increase funding for the Construction phase of the Project.

C. The Parties desire to amend the Agreement, as previously amended by Amendment Nos. 1 and 2, by increasing the funding amount pursuant to Sections 6 and 33 of the Agreement.

D. The purpose of Amendment No. 2 is to increase funding in the amount of **\$2,000,000** for the **CONSTRUCTION PHASE OF WORK** for the Diaz Road Expansion Project.

AGREEMENT

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

1. The Funding Amount contained in Section 2 of the Agreement, as amended by Amendment Nos. 1 and 2, is hereby increased by **TWO MILLION DOLLARS AND ZERO CENTS (\$2,000,000.00)** from **FIVE MILLION FIVE HUNDRED SIXTY-FIVE THOUSAND NINE HUNDRED TWENTY-THREE DOLLARS AND ZERO CENTS (\$5,565,923.00)** to an amount not to exceed **SEVEN MILLION FIVE HUNDRED SIXTY-FIVE THOUSAND NINE HUNDRED TWENTY-THREE DOLLARS AND ZERO CENTS (\$7,565,923.00)**.

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

3. Exhibits “A-1”, and “A-2” of the Agreement, as amended by Amendments Nos. 1 and 2, are hereby replaced in their entirety by Exhibits “A-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 by Amendment Nos. 1 and 2, shall remain in full force and effect between the Parties hereto.

6. Section 40 is hereby added to the Agreement to read as follows:

“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.”

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

WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS

CITY OF TEMECULA

By: _____
Dr. Kurt Wilson, Executive Director

By: _____
Aaron Adams
City Manager

Approved to Form:

Approved to Form:

By: _____
Steven C. DeBaun
General Counsel

By: _____
Peter M. Thorson
City Attorney

Attest:

By: _____
Randi Johl
City Clerk

EXHIBIT “A-1”**ESTIMATE OF COST**

Phase	TUMF
PA&ED/PS&E	\$1,065,923
CONSTRUCTION	\$6,500,000
TOTAL	\$7,565,923

EXHIBIT “A-2”
PROJECT SCHEDULE

TIMETABLE:

Phase	Estimated Start Date	Estimated Completion Date
PA&ED/PS&E	August 2019	April 2027
CONSTRUCTION	August 2027	November 2028



Western Riverside Council of Governments

WRCOG Executive Committee

Staff Report

Subject: TUMF Refund Agreement for Murrieta Marketplace

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

Date: November 3, 2025

Recommended Action(s):

1. Authorize the Executive Director to execute a TUMF Refund Agreement between J&T Investments, Inc., the City of Murrieta, and WRCOG for the refund of TUMF Credits to the Developer for the Murrieta Marketplace Project.

Summary:

The City of Murrieta is requesting to enter into a TUMF Refund Agreement with J&T Investments and WRCOG to provide a refund to the developer for a total of \$3,000,000 for the Murrieta Marketplace Project. The refund will leave a balance of approximately \$800,000, to remain available to the developer as TUMF Credits applicable to eligible improvements.

Purpose / WRCOG 2022-2027 Strategic Plan Goal:

The purpose of this item is to request the approval of one TUMF Refund Agreement. 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 Developer Credit Agreement is a document between WRCOG, a developer, and a member agency that allows WRCOG to provide credit for TUMF fee obligations for the construction of a TUMF road facility. To enter into a Developer Credit Agreement, the development must have a condition of approval to improve a TUMF network facility. Developer agreements are reconciled once both the development and TUMF facility have been completed.

Present Situation

TUMF Refund Agreement between the City of Murrieta, J&T Investments, and WRCOG:

The TUMF Refund Agreement between the City of Murrieta, J&T Investments, and WRCOG declares that WRCOG will provide a refund to the developer for the Murrieta Marketplace Project for TUMF fee obligations already paid. Approval of the Agreement authorizes WRCOG to reimburse J&T Investments a sum not to exceed \$3,000,000 of TUMF Funds. An initial payment of \$500,000 shall be issued within 60 days of the effective date of the MOU. Thereafter, additional payments of \$500,000 shall be made every six months until the total sum of \$3,000,000 has been paid in full.

The developer initially paid \$3,800,000 in TUMF fees at the beginning of development in 2007 while under a credit agreement in the same year. Due to the development being under a credit agreement, no fees were obligated to be paid. The development stalled but has resumed construction. The initial developer Credit Agreement is still valid. WRCOG is agreeing to refund \$3,000,000 to the developer. The developer will retain \$800,000 in credit. This credit will be used toward their development at Murrieta Marketplace and adjacent developments in the City of Murrieta. The developer will use this credit towards the development's fee obligation, while constructing road improvements to SR-79 (Winchester Rd) from Max Gillis to Clinton Keith Road.

Prior Action(s):

None.

Financial Summary:

TUMF liabilities with respect to credit agreements are recognized when the developer's credit exceeds the developer obligation and creates projected liability. These liabilities are reflected as fiduciary fund long-term debt in WRCOG's financials under the TUMF Fund. These potential liabilities are subject to reimbursement based on the availability of funding in their respective TUMF zones.

Attachment(s):

[Attachment 1 - TUMF Refund Agreement - Murrieta Marketplace](#)

TRANSPORTATION UNIFORM MITIGATION FEE REFUND AGREEMENT

This Refund Agreement is made and entered into as of _____, 2025 (“Effective Date”) by and between the **Western Riverside Council of Governments**, a California public agency (“WRCOG”), the City of Murrieta, a California municipal corporation (“CITY”) and **J&T Investments, Inc.**, with its principal place of business at **Murrieta Marketplace** (“DEVELOPER”). WRCOG, CITY and DEVELOPER are hereinafter sometimes referred to individually as “Party” and collectively as the “Parties.”

RECITALS

- A. WHEREAS, CITY is a member agency of the WRCOG; and
- B. WHEREAS, CITY and DEVELOPER entered into that certain Improvement Credit/Reimbursement Agreement with the City, dated June 2009 (the “Credit Agreement”), to provide for the construction of certain transportation improvements and to provide Developer with Transportation Uniform Mitigation Fee (“TUMF”) credits or reimbursements as set forth therein; and
- C. WHEREAS, pursuant to the Credit Agreement, Developer prepaid approximately Three Million Eight Hundred Thousand Dollars (\$3,800,000) in TUMF fees prior to commencement of construction of the Murrieta Marketplace Project; and
- D. WHEREAS, following the economic recession that began in 2008, the Project experienced significant delays and was not constructed as originally planned; and
- E. WHEREAS, upon further review, the Parties determined that the prepaid TUMF fees were remitted in advance of the triggering events under the TUMF Program (such as issuance of building permits); and
- F. WHEREAS, Developer has requested reimbursement of a portion of the prepaid TUMF Fees; and
- G. WHEREAS, the Parties have met and conferred and determined that WRCOG shall refund to Developer a total of Three Million Dollars (\$3,000,000), with the balance of approximately Eight Hundred Thousand Dollars (\$800,000) to remain available to Developer as TUMF credits applicable to eligible improvements along Winchester Road (SR-79) between Clinton Keith Road and Max Gillis Road; and
- H. WHEREAS, the Parties desire to enter into this Agreement to establish the process and schedule for the refund of such TUMF fees and the continued availability of TUMF credits for future improvements.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements set forth herein, the Parties agree as follows:

AGREEMENT

1. **Incorporation of Recitals.** The recitals above are true and correct and are hereby incorporated herein by this reference.

2. **Refund Obligation.** WRCOG shall refund to Developer the total amount of Three Million Dollars (\$3,000,000). Payment shall be made in installments as follows:

(a) An initial payment of \$500,000 shall be issued within sixty (60) days of the Effective Date of this Agreement

(b) Thereafter, additional payments of \$500,000 shall be made every six (6) months until the total sum of \$3,000,000 has been paid in full.

3. **Credit Obligation.** The remaining prepaid TUMF balance of approximately \$800,000 shall remain available as a credit to Developer. Such credit shall be applied against eligible TUMF improvements for Winchester Road (SR-79), specifically the segment between Clinton Keith Road and Max Gillis Road, consistent with the terms of the Credit Agreement, as supplemented and modified by this Agreement.

4. **Acknowledgement by City.**

The City acknowledges and consents to the refund schedule set forth herein and agrees that Developer shall retain full entitlement to apply the balance of the prepaid TUMF fees as credit toward eligible improvements in the designated Winchester Road corridor from Clinton Keith Road to Max Gillis Road.

5. **Continuing Effect of Credit Agreement.** Except as expressly outlined in this Agreement, all terms, obligations, rights, and conditions of the Credit Agreement shall remain in full force and effect. In the event of conflict between the Credit Agreement and this Agreement, the provisions of this Agreement shall govern with respect to refund and credit obligations.

6. **Term.** This Agreement shall commence upon the Effective Date and shall remain in effect until the earlier of: (1) WRCOG's payment in full of the \$3,000,000 refund and Developer's full utilization of the \$800,000 credit or (2) mutual written agreement of the Parties to terminate or amend this Agreement.

7. **Miscellaneous.**

(a) **Governing Law.** This MOU shall be governed by and construed in accordance with the laws of the State of California. Venue shall be in the County of Riverside.

(b) **Entire Agreement.** This Agreement represents the entire understanding of the Parties as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements,

promises, or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This is an integrated Agreement.

(c) Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance, and the remaining provisions of this Agreement shall remain in full force and effect.

(d) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However, any Party shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the other Parties. Any attempted assignment without such consent shall be invalid and void.

(e) Non-Waiver. The delay or failure of either Party at any time to require performance or compliance by the other Party of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought. The waiver of any right or remedy with respect to any occurrence or event shall not be deemed a waiver of any right or remedy with respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

(f) Time of Essence. Time is of the essence for each and every provision of this Agreement.

(g) Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain, or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

(h) Amendments. Only a writing executed by all of the Parties hereto or their respective successors and assigns may amend this Agreement.

(i) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one single Agreement.

(j) Authority. The persons executing this Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by doing so, the Parties hereto are formally bound to the provisions of this Agreement.

(k) Electronic Signature. Each Party acknowledges and agrees that this Agreement may be executed by electronic or digital signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

**SIGNATURE PAGE TO
TRANSPORTATION UNIFORM MITIGATION FEE
REFUND AGREEMENT**

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

**WESTERN RIVERSIDE COUNCIL OF
GOVERNMENTS**

DEVELOPER

J&T INVESTMENTS, INC.

APPROVED BY:

Dr. Kurt Wilson
Executive Director

Jack Kofdarali

Title

CITY OF MURRIETA

APPROVED BY:

Justin Clifton
City Manager



Western Riverside Council of Governments WRCOG Executive Committee

Staff Report

Subject: First Amendment to a Professional Services Agreement with ICF Resources, LLC, for I-REN Marketing Support Through 2027

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

Date: November 3, 2025

Recommended Action(s):

1. Authorize the Executive Director to execute a First Amendment to the Professional Services Agreement with ICF Resources, LLC, for marketing services through December 2027.

Summary:

The First Amendment to the Professional Services Agreement (PSA) with ICF Resources is being presented for consideration to extend marketing and communications support for I-REN marketing services through December 31, 2027. This action is intended to update the PSA's term, proposing a shift of billing to time and materials, and reduce the annual compensation in alignment with ongoing program needs. Approval of this Amendment will ensure continued delivery of I-REN marketing services as authorized by the I-REN Executive Committee.

Purpose / WRCOG 2022-2027 Strategic Plan Goal:

The purpose of this item is to enter into a first amendment with ICF Resources to support marketing and outreach of I-REN Programs through 2027. This effort aligns with WRCOG's 2022-2027 Strategic Plan Goal #6 (Develop and implement programs that support resilience for our region).

Discussion:

Background

In late 2022, the I-REN Executive Committee authorized ICF Resources to provide marketing consultant services for I-REN. In February 2023, a contract between WRCOG and ICF was executed, and ICF commenced development of I-REN's brand and other collateral and outreach materials.

Present Situation

ICF began work in 2023 and established I-REN's brand and developed an initial set of collateral and outreach materials, in addition to establishing I-REN's presence in the digital and social media platforms such as Facebook, Instagram, and LinkedIn.

ICF's original PSA amount is for \$750,000 through December 31, 2025, with no more than two options to renew or amend. While the majority of work developing the brand and collateral materials has been completed, I-REN staff have identified the continued need for selected focused marketing support needs including but not limited to the development of annual reports, developing and scheduling cross-sector outreach materials on digital outreach platforms, and regular review and advisement on I-REN's website. This proposed Amendment will extend the duration of the PSA through December 31, 2027, and reduce the not-to-exceed annual budget to \$125,000 per year, bringing the total not-to-exceed amount to \$1,000,000.

For these reasons, staff's recommendation is for the Executive Committee to authorize the Executive Director to execute an amendment to the PSA with ICF for ongoing marketing services through 2027.

Prior Action(s):

October 21, 2025: The I-REN Executive Committee recommended that the WRCOG Executive Committee authorize the WRCOG Executive Director to execute a First Amendment to the Professional Services Agreement with ICF Resources, LLC, for marketing services through December 2027.

February 21, 2023: The I-REN Executive Committee authorized the WRCOG Executive Director to execute Contract #2023-80-2080-004 between the Western Riverside Council of Governments and ICF Resources, LLC, for I-REN portfolio-wide marketing and communications services for an amount not to exceed \$750,000 for a three-year term with no more than two options to renew or amend.

Financial Summary:

A PSA amendment for ICF Resources' services was anticipated and included in the Fiscal Year 2025/2026 budget under the I-REN Fund (Fund 180).

Attachment(s):

[Attachment 1 - I-REN Amendment No. 1 to ICF PSA](#)

**AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT 2023-80-2080-004
WITH ICF RESOURCES, LLC**

This Amendment No. 1 to the Professional Services Agreement for is made and entered into as of November 3, 2025 ("Effective Date") by and between the Western Riverside Council of Governments, a California public agency ("WRCOG") and ICF Resources, LLC, a limited liability company ("Consultant"). WRCOG and Consultant are sometimes referred to herein individually as a "Party" and collectively as "Parties."

RECITALS

A. WHEREAS, WRCOG and the Consultant have entered into an agreement, dated February 21, 2023, for the purpose of providing marketing and communications services (the "Original Agreement").

B. WHEREAS, the Parties now desire to amend the Original Agreement in order to extend the term of the Original Agreement, update the not-to-exceed amounts and shift the Original Agreement to a Time & Materials basis.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants, conditions, and promises contained in the this Amendment No. 1 and the Original Agreement, the Parties mutually agree as follows:

AGREEMENT

1. Incorporation of Recitals. The recitals listed above are true and correct and are hereby incorporated herein by this reference.

2. Term. Pursuant to the extension options outlined in the Original Agreement, the term of the Original Agreement shall be extended through December 31, 2027, unless earlier terminated.

3. Amendment to Section 3.3.1 of the Original Agreement. Section 3.3.1 of the Original Agreement shall be amended to read in its entirety as follows:

"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-1" attached hereto and incorporated herein by reference. The total compensation shall not exceed one hundred twenty-five thousand dollars (\$125,000) per year for a total of one million dollars (\$1,000,000) over the term of the Original Agreement, without written approval of I-REN Executive Committee. Extra Work may be authorized, as described below, and, if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement."

4. Full Force. Except as amended by this Amendment No. 1, all provisions of the Original Agreement, including without limitation the indemnity and insurance

provisions, shall remain in full force and effect and shall govern the actions of the Parties under this Amendment No. 1.

5. Electronic Transmission. 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.

6. Counterparts. This Amendment No. 1 may be signed in counterparts, each of which shall constitute an original.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR
AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT 2023-80-2080-004
WITH ICF RESOURCES, LLC**

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 on the Effective Date first herein above written.

**WESTERN RIVERSIDE COUNSEL OF ICF RESOURCES, LLC
GOVERNMENTS**

APPROVED BY:

Kurt Wilson
Executive Director

APPROVED BY:

Loretta Baker

Loretta Baker
Sr. Contracts Manager

APPROVED AS TO FORM:

Steven DeBaun
General Counsel
Best Best & Krieger LLP

ATTEST:

Michele Vasselli

Michele Vasselli
Contract Manager

*A corporation requires the signatures of two corporate officers.

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

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

EXHIBIT “C-1”**COMPENSATION
BILLING RATES for
January 1, 2026 – December 31, 2027**

Labor Category	ICF Rate Card				
	2023	2024	2025	2026	2027
Senior Director 3	\$377.00	\$390.00	\$404.00	\$418.00	\$433.00
Senior Director 2	\$320.00	\$331.00	\$343.00	\$355.00	\$367.00
Senior Director 1	\$276.00	\$286.00	\$296.00	\$306.00	\$317.00
Director 3	\$246.00	\$255.00	\$264.00	\$273.00	\$283.00
Director 2	\$225.00	\$233.00	\$241.00	\$249.00	\$258.00
Director 1	\$210.00	\$217.00	\$225.00	\$233.00	\$241.00
Marketing Manager 3	\$199.00	\$206.00	\$213.00	\$220.00	\$228.00
Marketing Manager 2	\$188.00	\$195.00	\$202.00	\$209.00	\$216.00
Marketing Manager 1	\$176.00	\$182.00	\$188.00	\$195.00	\$202.00
Sr. Marketing Specialist 3	\$168.00	\$174.00	\$180.00	\$186.00	\$193.00
Sr. Marketing Specialist 2	\$159.00	\$165.00	\$171.00	\$177.00	\$183.00
Sr. Marketing Specialist 1	\$150.00	\$155.00	\$160.00	\$166.00	\$172.00
Marketing Specialist 3	\$143.00	\$148.00	\$153.00	\$158.00	\$164.00
Marketing Specialist 2	\$136.00	\$141.00	\$146.00	\$151.00	\$156.00
Marketing Specialist 1	\$129.00	\$134.00	\$139.00	\$144.00	\$149.00
Analyst 3	\$119.00	\$123.00	\$127.00	\$131.00	\$136.00
Analyst 2	\$114.00	\$118.00	\$122.00	\$126.00	\$130.00
Analyst 1	\$109.00	\$113.00	\$117.00	\$121.00	\$125.00
Production Specialist 3	\$102.00	\$106.00	\$110.00	\$114.00	\$118.00
Production Specialist 2	\$96.00	\$99.00	\$102.00	\$106.00	\$110.00
Production Specialist 1	\$90.00	\$93.00	\$96.00	\$99.00	\$102.00

Summary

Original Contract Value:	\$ 750,000
Increase of Amendment No. 1	\$ 250,000
Total Contract Value:	\$1,000,000

Budgets	2022	2023	2024	2025	Total
Task 1 Develop marketing plan	\$28,073	\$16,073			\$44,146
Task 2 Implement marketing plan		\$214,715	\$187,135	\$195,005	\$596,855
Task 3 Other Services	\$9,406	\$40,532	\$32,846	\$24,792	\$107,576
Total	\$37,479	\$271,320	\$219,981	\$219,797	\$748,577



Western Riverside Council of Governments

WRCOG Executive Committee

Staff Report

Subject: Professional Services Agreements for On-Call Planning Services with Dudek
Contact: Christopher Tzeng, Program Manager, ctzeng@wrcog.us, (951) 405-6711
Date: November 3, 2025

Recommended Action(s):

1. Authorize the Executive Director to execute an On-Call Professional Services Agreement between WRCOG and Dudek for support to WRCOG and its member agencies with 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.

Summary:

WRCOG proposes adding Dudek to its on-call planning consultant bench to provide land use and housing planning support to member agencies. The new \$400,000 Professional Services Agreement (PSA), funded through the REAP and Local Transportation Fund programs, would run from November 3, 2025, to June 30, 2028, and support technical and advisory services outlined in WRCOG's FY 2025/2026 Work Plan.

Purpose / WRCOG 2022-2027 Strategic Plan Goal:

The purpose of this item is to request authorization for the Executive Director to enter into a Professional Services Agreement between WRCOG and Dudek. This effort aligns with WRCOG's 2022-2027 Strategic Plan Goal #5 (To develop projects and programs that improve infrastructure and sustainable development in the subregion).

Discussion:

Background

WRCOG has historically received requests from its member agencies for assistance on a variety of disciplines related to jurisdictions' planning efforts. WRCOG identified disciplines (grant writing assistance, land use / housing planning and transportation planning) to provide direct assistance to its member agencies and established its on-call planning consultant bench in 2017 based on the identified disciplines to enable WRCOG the ability to act quickly and provide continued assistance to its member agencies as requested. Twelve consultants were deemed qualified to serve on the initial consultant bench in 2017 and PSAs for these consultants were established in 2017. These PSAs expired in June 2022 in order to adhere to WRCOG's PSA Policy.

A new on-call planning consultant bench was established in 2022. A total of 12 consultants were determined to be qualified to serve on the consultant bench for the variety of disciplines established in 2017, and PSAs were established accordingly based on WRCOG's work plan and requested work to consultants. Most of the PSAs established as part of the 2022 consultant bench expired on June 30, 2025. Of the 12 consultants from the 2022 on-call bench, seven consultant PSAs were renewed and one new consultant PSA was established. These PSAs were approved by the Executive Committee on August 4, 2025.

WRCOG released a Request for Proposals (RFP) on March 17, 2025, as an opportunity to add consultants to the on-call planning bench. WRCOG is looking to add one more consultant to the bench, Dudek, as well as establish a new on-call PSA between WRCOG and Dudek. If approved, this PSA between WRCOG and Dudek would be valid from November 3, 2025, through June 30, 2028.

On-call PSAs are established with specific language stating that specific work is authorized through a task work order process, and that WRCOG is under no obligation to provide the funding as set in the PSA. Under this process, the contract or contract amendments specify the maximum amount of work that is authorized. Staff then works with the various professional service providers to authorize work on specific tasks as needed throughout the fiscal year. As an on-call agreement, these contracts do not create an obligation that work will be assigned, but rather sets a maximum limit for work to be authorized. In the event that the need for work does not arise, WRCOG is under no obligation to provide funding to these professional service providers.

It is also important to note that the term of the PSAs to be executed are for up to three years from the date of award. This enables the PSAs to align with the Agency's updated PSA Policy as part of the updated Purchasing and Procurement Policy, which was approved by the Executive Committee at its August 2, 2021, meeting. The "Period of Performance" section (Section D) of the "Purchases over \$10,000" portion of the Purchasing and Procurement Policy establishes that "Agreements shall be written for a period not to exceed three years from the date of award with no more than two options to renew or amend. Contracts shall not exceed a period of five consecutive years without prior approval from the Executive Committee. Prior to obtaining this approval, the Executive Director shall provide written documentation to the Executive Committee regarding an extension of a contract beyond five years. No contract shall be extended beyond five years without Executive Committee approval."

Per WRCOG policy, the Executive Director has single signature authority for contracts up to \$100,000. Contracts between \$100,001 and \$200,000 are to be reviewed by the Administration & Finance Committee (and approved only if the contract needs to be approved before the next scheduled Executive Committee meeting), and in general, contracts amounting to \$100,001 and larger are to be approved by the Executive Committee.

Present Situation

Funding Availability for On-Call Planning Activities: To date, activities that have utilized the on-call planning consultant bench have been funded through three main funding sources: the Transportation Uniform Mitigation Fee (TUMF) Program, the Local Transportation Fund (LTF), and the Regional Early Action Planning (REAP) Grant Program. An explanation of the funding sources is provided below.

- TUMF Program: Development in the subregion continues, so the TUMF Program is generating

revenue. The TUMF Program had revenues of over \$76M for Fiscal Year (FY) 2024/2025. WRCOG receives a portion of these funds (4%) for administering the TUMF Program, and utilizing these funds to cover the costs of consultants working on the TUMF Program is an eligible expense. TUMF collections are anticipated to continue at a consistent pace through the forthcoming fiscal year. The TUMF Program also funds special projects and analyses that are needed to assist with the administration of TUMF and to provide relevant information to member agencies with regard to various aspects of the TUMF Program. TUMF Activities in FY 2025/2026 are included in the adopted budget.

- LTF: WRCOG receives an annual allocation of funds from the Riverside County Transportation Commission (RCTC) through the Transportation Development Act (TDA) of 1971. One of the funding sources that TDA established is the LTF that provides funds for regional planning. WRCOG is receiving \$1,221,000 for FY 2025/2026 through RCTC. WRCOG will continue to utilize LTF funding to assist member agencies with grant writing assistance and to conduct studies that will benefit its member agencies.
- REAP: WRCOG is receiving an allocation of \$1.6M through the SCAG REAP 2.0 Subregional Partnership Program. This funding was provided by the State of California to SCAG, which is the Metropolitan Planning Organization for southern California, including Riverside County. WRCOG will utilize over \$1M of this funding to provide direct consultant technical assistance to jurisdictions aimed to increase housing production.

Proposed PSA Between WRCOG and Dudek: The proposed PSA to be established contains a not-to-exceed amount of \$400,000 that will come from the REAP Program and LTF Program. Dudek will provide technical assistance and advisory services to WRCOG and its member agencies on land use planning activities, primarily through the REAP Program. The activities that Dudek will provide through the REAP Program and LTF Program are part of WRCOG's FY 2025/2026 Work Plan.

Prior Action(s):

None.

Financial Summary:

Transportation and Planning Department activities are included in the Agency's adopted FY 2025/2026 budget under the Transportation Department. These specific agreements will be funded by the TUMF Program (Fund 110), REAP 2.0 Program (Fund 110) and Local Transportation Fund (Fund 210).

Attachment(s):

[Attachment added to Revised Agenda: Attachment 1 - Dudek PSA](#)

**WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
PROFESSIONAL SERVICES AGREEMENT
FOR ON-CALL SERVICES
FOR Dudek
CONTRACT NUMBER 2026-65-1400-011**

1. PARTIES AND DATE.

This Agreement is made and entered into this 1 day of **July 1, 2025**, by and between the Western Riverside Council of Governments, a California public agency ("WRCOG"), and Dudek, a California Corporation ("Consultant"). WRCOG and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain on-call professional services required by WRCOG on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing **land use/ housing and grant writing assistance**, 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 on an on-call basis. Services shall be authorized by task order(s) to be issued pursuant to this Agreement for future projects (each project shall be designated a "Project" as set forth in this Agreement).

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to WRCOG all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the **land use/ housing and grant writing assistance ("Services")**. The Services are generally described in Exhibit "A" attached hereto and incorporated herein by reference, and which are stated in the proposal to WRCOG and approved by WRCOG's Executive Committee. The Services shall be more particularly described in the individual Task Order issued by WRCOG or its designee. No services shall be performed unless authorized by a fully executed Task Order in the form attached hereto as Exhibit "B." All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from July 1, 2025 to June 30, 2028 unless earlier terminated as provided herein. **WRCOG shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than one additional one-year term.** Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines. The Parties may, by mutual, written

consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Responsibilities of Consultant.

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

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, and within the term of this Agreement. Consultant shall meet any other established schedules and deadlines set forth in each individual Task Order issued by WRCOG. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, WRCOG shall respond to Consultant's submittals in a timely manner. Upon request of WRCOG, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

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

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

3.2.5 WRCOG's Representative. WRCOG hereby designates **Christopher Gray**, 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 Asha Bleier, or his or her designee, to act as its Representative for the performance of this Agreement

("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures, and for the satisfactory coordination of all portions of the Services under this Agreement.

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

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

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

3.2.10 Insurance.

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

3.2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement, insurance against claims for injuries to

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

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

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

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

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

(A) General Liability.

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

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

(iii) The policy shall give WRCOG, its Directors, officials, officers, employees, volunteers and agents insured status using ISO endorsement forms 20 10

10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

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

(B) Automobile Liability.

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

(C) Workers’ Compensation and Employers Liability Coverage.

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

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

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

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

“following form” basis with coverage at least as broad as provided on the underlying policy(ies).

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

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

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

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

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

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

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

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

California, and satisfactory to WRCOG.

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

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

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

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The maximum compensation for Services to be provided pursuant to each Task Order shall be set forth in the relevant Task Order. The total compensation for all Task Orders issued hereunder shall not exceed \$400,000 without written approval of WRCOG, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 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 **2026-65-1400-011**, 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: Dudek
605 Third St.
Encinitas, CA 92024**

**WRCOG: Western Riverside Council of Governments
1955 Chicago Avenue
Riverside, CA 92507
Attn: Christopher Gray**

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

3.5.3 Ownership of Materials and Confidentiality.

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

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

Intellectual Property prepared or developed by or on behalf of Consultant under this Agreement.

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

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

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

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

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

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

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

3.5.5 Attorney's Fees. If either Party commences an action against the other

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

3.5.6 Indemnification. Consultant shall defend, indemnify, and hold WRCOG, its Directors, officials, officers, consultants, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, or willful misconduct of Consultant, its officials, officers, employees, agents, consultants and contractors, arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense, and risk, any and all such aforesaid suits, actions, or other legal proceedings of every kind that may be brought or instituted against WRCOG, its Directors, officials, officers, consultants, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award, or decree that may be rendered against WRCOG or its Directors, officials, officers, consultants, employees, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse WRCOG and its Directors, officials, officers, consultants, employees, agents, or volunteers, for any and all legal expenses and costs, including reasonable attorneys' fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by WRCOG, its Directors, officials, officers, consultants, employees, agents, or volunteers. This section shall survive any expiration or termination of this Agreement. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.6 Subcontracting.

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

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

WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS

Dudek

By: _____
Dr. Kurt Wilson

By: _____
XXX

Title: Executive Director

Title: INSERT TITLE

APPROVED AS TO FORM:

ATTEST:

By: _____
Best Best & Krieger, LLP
Its General Counsel

By: _____

*A corporation requires the signatures of two corporate officers.

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

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

EXHIBIT “A”
SCOPE OF SERVICES

[INSERT]

EXHIBIT "B"

SAMPLE TASK ORDER FORM

Task Order No.

Agreement: [INSERT TITLE OF AGREEMENT]

Consultant: [INSERT NAME OF CONSULTANT]

The Consultant is hereby authorized to perform the following services subject to the provisions of the Agreement identified above:

List any attachments: (Please provide if any.)

Dollar Amount of Task Order: Not to exceed \$, .00

Completion Date:

The undersigned Consultant hereby agrees that it will provide all equipment, furnish all materials, except as may be otherwise noted above, and perform all services for the work above specified in accordance with the Agreement identified above and will accept as full payment therefore the amount shown above.

City of

[INSERT NAME OF CONSULTANT]

Dated: _____

Dated: _____

By: _____

By: _____

EXHIBIT "C"
COMPENSATION
BILLING RATES

Name	Title	Hourly Rate
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[INSERT]



Western Riverside Council of Governments

WRCOG Executive Committee

Staff Report

Subject: First Amendment to a Professional Services Agreement with Frontier Energy for ongoing Codes & Standards Program Activities

Contact: Benjamin Druyon, WRCOG Program Manager, bdruyon@wrcog.us, (951) 405-6727

Date: November 3, 2025

Recommended Action(s):

1. Authorize the WRCOG Executive Director to execute a First Amendment to the Professional Services Agreement between WRCOG and Frontier Energy for ongoing support in the I-REN Codes & Standards Program Sector in an amount not-to-exceed \$3,956,195.00, for a term through December 31, 2027

Summary:

Frontier Energy's existing Codes & Standards (C&S) contract ends on December 31, 2025. I-REN has utilized Frontier's services to develop and implement C&S programs. Continuous support is needed through the remainder of the current Business Plan cycle, which ends December 31, 2027. While the next Business Plan is under development, uninterrupted access to Frontier's services and trainings is essential in maintaining program stability.

Purpose / WRCOG 2022-2027 Strategic Plan Goal:

The purpose of this item is to execute a first amendment to a Professional Services Agreement (PSA) with Frontier Energy to support ongoing I-REN Codes & Standards Sector Programs activities through December 2027. This effort aligns with WRCOG's 2022-2027 Strategic Plan Goal #6 (Develop and implement programs that support resilience for our region).

Discussion:

Background

After reviewing WRCOG's procurement procedures in late 2022, staff selected Frontier Energy as the consultant to help develop and implement I-REN's C&S programs and activities. A PSA between WRCOG and Frontier was approved in January 2023, and the work began.

Present Situation

Staff seeks to continue working with Frontier Energy on the C&S Programs, uninterrupted, until the next

Business Plan is filed and has been approved by the California Public Utilities Commission.

The proposed Amendment 1 would allow Frontier Energy to continue to meet the needs of WRCOG and I-REN for C&S consulting support related to the following items, which are detailed in Attachment 1 to this Staff Report:

- Consulting services within the scope of the existing 12/6/2022 PSA, for which WRCOG requests additional ongoing support.
- Additional enhancements to services and offerings since the signing of the 12/6/2022 PSA.

Training and Education Program

As the C&S Training and Education Program matures, unique enhancements are recommended to further explore and meet regional needs, including:

- Development of a database: Launch a secure cloud-based database to host program management dashboards, training and forum registration information, outreach and engagement data, audience lists, and reporting metrics within a single platform.
- Design and implementation of a Building Professional Training and Certification offering: In coordination with the Workforce Education and Training program, this is a full-service education offering which conducts an initial market assessment for jurisdiction workforce, codes training, and related certification needs; explores and develops pathways for participation; and ultimately offers support on specific certification costs for participants. This may include but is not limited to Energy Code Compliance Rater certification, California Energy Analyst certification, Certified Building Officials (CBO), Plans Examiners, and related International Codes Council certifications.
- Launch a learning management system to host ongoing virtual training recordings, Spanish-translated trainings, and improve engagement tracking. Once implemented, I-REN will offer an accessible library of on-demand, no-cost, Spanish-translated code trainings—building on I-REN's recent leadership as a REN in expanding equitable access to educational resources.
- Expand code training partnerships with local American Institute of Architects chapters: Develop and deliver two educational trainings for architects, serving as a liaison to local AIA chapters, facilitating partnership and cross-promotion, and conducting email and phone outreach to architectural firms for these trainings.
- Expand technical code trainings specific to contractors by enlisting training providers to develop live and on-demand multi-part training addressing HVAC and heat pump installation best practices, as related to the code. All parts to be simulcast and translated in Spanish.
- Increase the frequency of virtual events: Up to 24 trainings per year (previously 12 - 16 trainings) and quarterly forums (previously biannual).

Technical Assistance Program

The passing of AB 306 and AB 130 presents an opportunity to bolster the Technical Assistance Program's offerings and resources. In the coming years, the Program can drive deeper understanding and enforcement of the prevailing code for local building professionals, and also leverage this pause in the code cycle to develop deeper jurisdictional relationships, and understand regional practices and needs. Listed below, Frontier Energy is proposing additional Technical Assistance activities designed to identify opportunities for enhanced Program engagement and efficacy.

- Develop a tracking resource for third-party plan checking agencies and other organizations that jurisdictions leverage for permitting support. Conduct outreach to establish relationships with third-party plan check companies and conduct a survey to determine broader code assistance and training needs.
- Conduct an exploratory permitting study to understand regional permitting, data availability, potential barriers to code compliance, and software usage. This study will be used to inform the design of broader technical assistance, training, and education offerings.
- Expand the Energy Code Support offering by designing and implementing an Energy Code Special Inspection offering. The goal of the offering is to work directly with local agencies to directly leverage no-cost energy code enforcement expertise from a certified energy code inspector, and cross-promote the existing HERS (now Energy Code Compliance) rater program statewide.

For these reasons, staff's recommendation is to authorize the WRCOG Executive Director to execute an Amendment #1 to the PSA with Frontier Energy for C&S Services through 2027.

Prior Action(s):

October 21, 2025: The I-REN Executive Committee recommend that the WRCOG Executive Committee authorize the WRCOG Executive Director to execute a First Amendment to the Professional Services Agreement between WRCOG and Frontier Energy for ongoing program support in the Codes & Standards Sector in an amount not-to-exceed \$3,956,195.00, for a term through December 31, 2027.

Financial Summary:

An amendment for Frontier's services was anticipated and included in the Fiscal Year 2025/2026 budget under the I-REN Fund (Fund 180).

Attachment(s):

[Attachment 1 - WRCOG First Amendment to the PSA with Frontier](#)

**FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
AND
FRONTIER ENERGY, INC.**

1. PARTIES AND DATE.

This First Amendment is made and entered into this 3rd day of November 2025, by and between the Western Riverside Council of Governments, a California public agency ("WRCOG") and Frontier Energy, Inc., a California corporation and professional services firm delivering energy efficiency, market transformation, and financial solutions through technical consulting, program development and implementation, and technology development ("Consultant"). WRCOG and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Master Agreement.

WRCOG and Consultant have entered into that certain Professional Services Agreement dated February 21, 2023 ("Master Agreement").

2.2 First Amendment.

WRCOG and Consultant desire to enter into this First Amendment for the purposes of amending the Scope of Services, extending the term of the Master Agreement and providing additional compensation for ongoing energy efficiency support as it pertains to WRCOG's Regional Energy Network development ("Services").

3. TERMS.

3.1 Extending Master Agreement Length.

Pursuant to Master Agreement section 3.1.2, the term of the Master Agreement shall be extended to December 31, 2027.

3.2 Additional Services.

The Services, as that term is defined by the Master Agreement, shall be amended to include additional services as described in Exhibit "A-1", attached hereto to this First Amendment and incorporated herein by this reference. From the date of this Amendment, all references to Exhibit "A" of the Master Agreement shall be deemed to refer to Exhibit "A-1".

3.3 Additional Compensation.

The maximum compensation for Services performed under this First Amendment shall not exceed one million five hundred eighty-two thousand four hundred seventy-eight dollars (\$1,582,478.00) without written approval of WRCOG's Executive Director. Work shall be performed in manner that is consistent with the terms of the Master Agreement, including Exhibits.

The total not-to-exceed-value of the Master Agreement and this First Amendment shall be increased from two million three hundred seventy-four thousand dollars (\$2,374,000.00) to three million nine hundred fifty-six thousand one hundred ninety-five dollars (\$3,956,195.00). Exhibit "C" of the Master Agreement is hereby replaced with Exhibit "C-1", attached hereto to this First Amendment and incorporated herein by this reference. From the date of this Amendment, all references to Exhibit "C" of the Master Agreement shall be deemed to refer to Exhibit "C-1".

3.4 Continuation of Existing Provisions.

Except as amended by this First Amendment, all provisions of the Master Agreement, including without limitation the indemnity and insurance provisions, shall remain in full force and effect and shall govern the actions of the Parties under this First Amendment.

3.5 Counterparts.

This First Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute one instrument.

3.6 Electronic Delivery of Agreement; Electronic Signatures.

A manually signed copy of this First Amendment which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this First Amendment for all purposes. This First Amendment may be signed using an electronic signature.

[Signatures on the following page]

SIGNATURE PAGE TO
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
PROFESSIONAL SERVICES AGREEMENT

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

**WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS**

By: _____
Kurt Wilson
Title: Executive Director

FRONTIER ENERGY, INC

By: _____
Jean Krausse
Title: Vice President

APPROVED AS TO FORM:

ATTEST:

By: _____
Steven DeBaun
General Counsel
Best Best & Krieger LLP

By: _____
Its: _____

*A corporation requires the signatures of two corporate officers.

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

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

EXHIBIT “A-1”

SCOPE OF SERVICES

I-REN's Codes & Standards Program Objectives

- a. Improve the understanding of energy efficiency codes and standards among local building departments and the building industry to increase implementation and compliance and enforcement.
- b. Make code compliance and enforcement a valuable element of the region's energy efficiency goal attainment with engagement regionwide.
- c. Deliver locally informed resources and tools that streamline code compliance and enforcement and increase permit closeout.
- d. Provide information to local governments on policy tools available at the local level, including reach codes.

SOW 1: Codes & Standards Training & Education Program

This SOW includes professional services for the tasks and deliverables described below, for implementation of I-REN's Codes & Standards Training & Education Program. This program is a non-resource program to establish and implement training and education for building department staff and the building industry to support, understand, and effectively implement energy efficiency codes and standards, including where gaps exist in the Statewide IOU Compliance Improvement program and enforcement activities. The program will also include outreach to engage, educate and involve regional construction firms, architects, industry experts, and building departments, and support compliance and enforcement within regional energy efficiency programs and customers.

To implement the program, the consultant will assist in developing a training curriculum to address gaps in compliance with current requirements and offer ongoing training on changes and trends in codes and standards. The consultant will promote training through I-REN governing agencies' existing marketing channels, through local government partnerships, and through building industry communication networks. The consultant will also collaborate with local governments to design and deliver effective messaging to building departments and private industry during code transitions. It is imperative that the consultant be knowledgeable of existing IOU programs and offerings when developing I-REN's programs to avoid duplication of efforts, which is a requirement of the CPUC.

STRATEGY DEVELOPMENT

The Frontier team provides I-REN with deep expertise in energy program strategy development and technical assistance to help local governments achieve their energy goals. We will draw on recent team perspectives and experience with 3C-REN and the BayREN Codes & Standards program to help I-REN refine existing or design new strategies using the four steps discussed below to maximize the Program's impact.

Research. We will leverage the team's expertise and informational channels, based on decades of Codes and Standards development and local government, utility, and industry relationships, to provide I-REN with cutting edge and technically sound analysis, market characterization, and performance data on advanced energy programs and technologies. This research will

encompass major issues at the center of current T24 and local reach code implementation, such as: heat pumps, renewable generation, and storage technologies; zero emission vehicles; grid integration and demand management strategies; contractor and workforce development; and incentive and financing options. This body of research provides I-REN with an accurate foundational understanding of the market and barriers and opportunities for code compliance and energy policies, on which it can build successful program models.

Design and Refine. The Frontier team can support any type of C&S Program initiative I-REN may elect to pursue. We have designed multiple programs for energy codes and standards implementation, technology commercialization, residential and commercial building retrofits, and building professional education and engagement. We have created program implementation plans, program manuals, program logic models, enrollment and application forms, tracking and reporting processes, and desktop quality assurance and field quality control protocols. We evolve programs through collaboration with embedded/internal and third-party EM&V activities, from technical assistance to trainings to IT solutions.

Implement. Our staff have earned the confidence of our local government partners. We can either lead or provide support to ensure I-REN representatives are fully able to implement program activities. We have in-house resources for technical analysis; events, workshops, and trainings; marketing and outreach; electronic and traditional communications; IT and web development, and data systems and data security. We also understand how and when to support the I-REN representatives based on our work with I-REN since its inception and decades of experience serving similar initiatives in the Bay Area and other local governments.

Measure and Evaluate. The Frontier team understands the importance of defining EM&V activities early during program design. Clearly documenting program goals, objectives, performance targets, and processes not only makes for successful EM&V but for successful programs. We are experienced with systems and tools used by other programs including Salesforce and energyOrbit. We can continue to assist Program development and refinement, drawing on our experience with past successful EM&V collaborations and our deep knowledge of the CPUC Technical and Regulatory process.

COMMUNICATION AND NETWORKING

The Frontier team will further amplify the opportunities and impacts of the C&S Program by ensuring meaningful and regular communication and networking opportunities to increase feedback loops and maximize the impact of program resources. We propose the following efforts to strengthen communication between staff and with other local governments and increase the spread and reach of those communications, both in outgoing channels from I-REN to its stakeholders and in input and feedback loops from those stakeholders to I-REN. We will:

Create a Central Hub. Easy access to current, complete and relevant information will allow I-REN staff the ability to leverage work in other communities to accelerate impact, avoid redundant efforts, and reduce administrative time.

Strengthen Communication. Consistent communication platforms and strategies enhance regular communication and access to information. We will use Adobe Connect to create a C&S “Virtual Meeting Room” to increase collaboration and gather more insight during C&S Committee meetings, and external meetings. Unlike Google Docs, Adobe Connect offers tools to encourage engagement and easily share content.

Make Connections. Access to expertise and information about relevant experiences from other

regions and/or sectors create shared learning opportunities and support more action and impact.

WHY THIS APPROACH

Past C&S efforts have delivered substantial benefits, and we envision continuing and refining these activities to maximize added value. Moving forward, this vision for the I-REN C&S Program encompasses:

Building a strong foundation for this program. Collaborating with the I-REN team on strategy development to address the most relevant building codes with significant potential savings in the Inland Empire. Prioritizing areas and topics that are of interest to code setting bodies and the authority having jurisdiction (AHJ) will help ensure savings opportunities are realized. I-REN is best positioned continue compliance improvement efforts “on the ground,” including targeted compliance efforts and development of electronic compliance infrastructures, to ensure potential savings from advocacy are realized.

Supporting multifaceted objectives. California’s diverse energy and climate-related policy goals include energy efficiency, demand reduction, renewable energy, onsite generation, grid connectivity, automated demand response, energy storage capacity, ZNE buildings, water efficiency, public health, zero emission vehicle infrastructure, sustainability, and equity. I-REN is uniquely positioned to accelerate progress toward these goals, with a C&S Program that is designed and implemented to drive and potentially unite these multifaceted objectives at the local level. We believe I-REN and the C&S Program can recognize and pursue activities that have both indirect energy impacts and non-energy benefits while maintaining energy efficiency as a foundational goal, as we have seen first-hand how this can be accomplished.

Task 1.1: Program Design

The consultant will provide leadership for program design activities in collaboration with the I-REN team. The program’s design must be aligned with I-REN’s Energy Efficiency Business Plan (I-REN BP),¹ CPUC Decision 21-11-013 approving the I-REN BP,² and all other applicable requirements for REN energy efficiency programs. The consultant will be responsible for each activity listed below:

- Conduct a kick-off meeting with the I-REN Team within two weeks of final contract execution.
- Develop a program delivery model that supports I-REN’s goals for the Training & Education Program, overcomes public and private sector participation barriers, and prioritizes service to vulnerable communities.
- Support I-REN in engaging with local and regional stakeholders to ensure the program design fits the needs of local governments and other stakeholders in the region.
- Define program eligibility guidelines and program team roles; document program processes and procedures.
- Establish coordination process with other I-REN energy efficiency programs, services, and implementers, e.g., the Codes & Standards Technical Support Program included in this RFP, to maximize program participation and benefits to customers.
- Identify administrators of other Codes & Standards programs and related offerings in the

region and establish coordination process to assist I-REN public and private sector customers with enrolling and participating in those programs.

- Develop participant forms and other collateral.
- Conduct regular (e.g., weekly or biweekly) meetings with I-REN to provide status updates.
- Assist I-REN in the facilitation of a regularly scheduled Codes & Standards Working Group meeting.
- Track and document quantifiable measures to be used to report the successes of the programs.
- Whenever possible, incorporate existing successful models and programs into the I-REN program portfolio.

Deliverables:

- Develop a kick-off meeting agenda and notes and execute the meeting with the assistance of the I-REN team.
- Work with I-REN staff to develop key program documents which are crucial to getting the program on the right track from the start. The Frontier team will develop a Program Manual and Implementation Plan content in compliance with regulatory requirements. This will also include a definition of program eligibility guidelines, Program team roles and responsibilities, a program process flow diagram, and a logic model. When possible, Frontier will identify existing successful models of other programs and incorporate those practices into the I-REN program portfolio.
- Construct a program delivery model focused on the goals of the program, which includes overcoming public and private sector barriers for participation and puts a strong emphasis on service to vulnerable and disadvantaged communities. This will include supporting I-REN in engaging with local and regional stakeholders to ensure that the program design is fitting their needs. Their feedback will be critical in identifying those barriers and finding the best path forward.
- Utilizing our experience with similar programs, the Frontier team will assist the I-REN team in developing streamlined participant forms and other collateral which make involvement in the program as user-friendly as possible. This includes identifying administrators and processes of other Codes & Standards programs and related offerings in the region, so that we can assist public and private sector customers with any questions they might have about enrollment or participation in those programs.
- Critical to improving the program and molding the future of Codes & Standards in the region, the Frontier Team will provide monthly and quarterly status reports with all quantifiable measures to report the successes and areas of improvement of the programs. This will also include weekly meeting agendas and status updates, and any other ad hoc requests from the I-REN team.

Task 1.2: Outreach & Engagement

Program-specific marketing, outreach, and stakeholder engagement activities will be led by the consultant in collaboration with I-REN staff, I-REN's marketing consultant, and other I-REN program implementers as applicable. The consultant will be responsible for each activity listed below:

- Review existing I-REN branding, marketing strategies, templates, and other relevant materials and recommend needed changes.
- Recommend and assist in the development of marketing and outreach collateral in

various formats targeted to Codes & Standards customer audiences.

- Develop culturally specific strategies to reach communities where language, socio-economic status, race, ethnicity, etc. have historically been a barrier.
- Assist in the development of marketing content for e-communicators, social media, and other channels to promote the training sessions, online Code Hub and building professionals' regional forums.
- Support outreach to potential speakers and presenters.
- Identify and implement strategies for outreach to local jurisdictions and agencies and building professionals to educate them about the program offerings, e.g., providing presentations at meetings and with key decision makers.
- Identify Codes & Standards champions and build relationships with them.
- Set targets and milestones for outreach and engagement (including hard-to-reach communities) and report on progress.

Deliverables:

- Upon contract execution, the Frontier team will review existing I-REN branding, marketing strategies, templates, and other relevant materials to determine which areas need to be prioritized for updating. The Frontier team will then make recommendations and assist in developing the necessary marketing and outreach collateral that is designed to target the customer audiences identified for Codes & Standards. This will include strategies to educate local jurisdictions, agencies, and building professionals to ensure they're up-to-date on program offerings. Frontier is experienced in collaborating with marketing firms to ensure program-specific materials align with overall REN communications and branding.
- The Frontier team puts a high priority on developing and successfully executing a strategy to engage and involve communities where language, socio-economic status, race, ethnicity, and gender have been a barrier. Frontier will engage with local Non-Government Organizations and regional stakeholders to identify these barriers from the people who are experiencing them and collaborate with the I-REN team to roll out a plan to reach those communities and involve them in shaping Codes & Standards.
- Our team will also prioritize identifying and involving key success stories and allies, such as Codes & Standards Champions, potential speakers and presenters, and case studies that highlight local wins we can use to create buy-in with the community. This will include an emphasis on finding such champions and success stories within the disadvantaged communities.
- Pulling from our team of experienced content creators, Frontier will develop an outreach plan to engage with local and regional stakeholders. This plan will utilize e-newsletters, social media, and other channels to promote Codes & Standards resources, but will also heavily emphasize a Code Hub where industry professionals can share best practices and collaborate. The Code Hub will also have a listing of events, resources, and tools for local governments and building professionals.
- The Frontier team will provide monthly and quarterly status reports with all quantifiable measures to report the successes and areas of improvement of the programs. This will also include weekly meeting agendas and status updates, and any other ad hoc requests from the I-REN team.

Task 1.3: Program Implementation

The consultant will lead all Training & Education Program implementation activities in coordination with the I-REN team. The consultant will develop a training curriculum to address gaps in compliance with current Codes & Standards requirements and changes and trends in Codes & Standards. The consultant will assist I-REN in supporting local governments and the building industry during transitions to new codes to deliver effective messaging and resources and increase timely compliance with updated requirements. The consultant will also foster the development of an online Code Hub community for sharing best practices amongst building departments and the building industry and assist with coordination of Regional Forums. The consultant will be responsible for each activity listed below:

- Deliver up to 24 training sessions and quarterly Regional Forums per year.
- Collate information from attendee surveys following each training session.
- Perform updates of training module content and delivery mechanisms to ensure trainings are responsive to key target audience needs.
- Support participation in online training modules.
- Support coordination with International Code Council (ICC), and any required curriculum updates, to facilitate the ability of I-REN to award Continuing Education Units to attendees of I-REN trainings.
- Track and provide information on California and national codes, including updates to Title 24 Parts 6 (California Energy Code) and 11 (California Green Building Standards Code).
- Perform updates to training curriculums to reflect adopted changes to Title 24 Parts 6 and 11.
- Collect, report, and maintain metrics relative to training and education, including numbers of sessions, numbers of and contact information for attendees, and other relevant metrics as needed.
- Provide recommendations, based on analysis of metrics and knowledge of the field, for improvements to I-REN's training program and topics for potential new training sessions.
- Consistent with available budget and direction from I-REN, develop new training modules for in-person or online delivery.

Deliverables:

- The Frontier team will develop a Training & Education Program Implementation Plan that includes timeframe/schedule, roles and responsibilities and proposed curriculum. This plan will also include a strategy to promote online training modules for local jurisdictions and building professionals and updates to the training modules and delivery mechanisms to ensure that the trainings are responsive to key target audience needs. Consistent with available budget and direction from I-REN, Frontier will develop new training modules for in-person or online delivery.
- Part of developing accurate training modules will be coordinating with the International Code Council and ensuring that any required curriculum updates are included to ensure the ability of I-REN to offer Continuing Education Units to attendees of I-REN trainings. Frontier will track and provide information on California and national codes, including updates to Title 24 Parts 6 and 11, which will be included in any updates to the training curriculum.
- Drawing from our experience at IHACI and coordinating online forums for contractors and building departments and jurisdictions, Frontier will deliver up to 24 training sessions and quarterly Regional Forums per year throughout the I-REN territory. This will include

assistance with event logistics, and follow-up activities, documentation of participant interaction, and our team will collate information from the attendees following each event.

- Launch a learning management system to host ongoing virtual training recordings, Spanish-translated trainings, and improve engagement tracking. Once implemented, I-REN will offer an accessible library of on-demand, no-cost, Spanish-translated code trainings—building on I-REN’s recent leadership as a REN in expanding equitable access to educational resources.
- Expand code training partnerships with local American Institute of Architects chapters: Develop and deliver two educational trainings for architects, serving as a liaison to local AIA chapters, facilitating partnership and cross-promotion, and conducting email and phone outreach to architectural firms for these trainings.
- Expand technical code trainings specific to contractors by enlisting training providers to develop live and on-demand multi-part training addressing HVAC and heat pump installation best practices, as related to the code. All parts to be simulcast and translated in Spanish.
- Frontier will collect, report, and maintain metrics relative to training and education, including numbers of sessions, numbers of and contact information for attendees, and other relevant metrics as needed. Based on this data, Frontier will provide recommendations for improvements to I-REN’s training program and topics for potential new training sessions.
- The Frontier team will provide monthly and quarterly status reports with all quantifiable measures to report the successes and areas of improvement of the programs. This will also include weekly meeting agendas and status updates, and any other ad hoc requests from the I-REN team.

Task 1.4: Other Services

The consultant will also be responsible for the activities listed below:

- Provide program-specific content and/or review of content as needed for I-REN regulatory documents and filings, e.g., Joint Cooperation Memorandum (JCM), Annual Report, Portfolio True-Up and Mid-Cycle Review Advice Letters, and responses to evaluator and intervenor data requests.
- Collect program data to inform CPUC reporting, program metrics, targets, indicators, and other measures of program performance.
- Contribute to program performance analysis and evaluation, measurement, and verification (EM&V) activities for tracking program achievements and informing continuous improvement.

Deliverables:

- Development of a database: Launch a secure cloud-based database to host program management dashboards, training and forum registration information, outreach and engagement data, audience lists, and reporting metrics within a single platform.
- Design and implementation of a Building Professional Training and Certification offering: In coordination with the Workforce Education and Training program, this is a full-service education offering which conducts an initial market assessment for jurisdiction workforce, codes training, and related certification needs; explores and develops pathways for participation; and ultimately offers support on specific certification costs for participants. This may include, but is not limited to: Energy Code Compliance Rater

certification, California Energy Analyst certification, Certified Building Official (CBO), Plans Examiners, and related International Codes Council certifications.

- Develop program-specific content and edits or updates to content for I-REN regulatory filings.
- Provide program data in alignment with CPUC reporting templates.
- Document metrics, indicators, and other performance measurements.
- Provide analysis of program performance and recommendations for future program improvements.

SOW 2: Codes & Standards Technical Support Program

This SOW includes professional services for the tasks and deliverables described below, for implementation of I-REN's Codes & Standards Technical Support Program. This program is a non-resource program to develop technical assistance tools and resources to assist building departments and the building industry with understanding, evaluating, and permitting the energy codes to support improved enforcement and compliance. I-REN will also develop regionally appropriate model ordinances, vet and refine them with participating local governments, provide ongoing technical assistance for adoption and implementation, and deliver model ordinance updates to reflect the triennial code cycle.

To implement the program, the consultant will assist in developing technical assistance tools and resources to assist building departments and the building industry with understanding, evaluating, and permitting the energy codes. This includes suggesting strategy, conducting research, designing programs and services, and supporting implementation of programs and services to increase energy code compliance rates. The consultant will promote training through I-REN governing agencies' existing marketing channels, through local government partnerships, and through building industry communication networks. The consultant will also assist I-REN in improving consistency in code enforcement and compliance resources across the region by facilitating cooperation among local governments.

The goal of the Technical Support program is to support local jurisdictions in hard-to-reach, disadvantaged, underserved, and environmental and social justice communities by delivering locally informed resources and tools that streamline code compliance and enforcement and increase permit closeout. This program will coordinate with local and statewide programs in providing technical assistance and layer efforts to maximize the benefits attainable in the region.

The Team will design a set of technical assistance tools and resources to assist building departments and the building industry with understanding, evaluating, and permitting the energy codes to support improved enforcement and compliance. In consultation with I-REN and their partners, the Team will conduct program assessments to understand the value of, and barriers to implementing compliance improvement activities together with findings and recommended changes and improvements; and strategic action plans that will be informed by market trends and local or statewide policies, to increase energy code compliance rates and align with I-REN direction, the C&S Implementation Plan, and I-REN Business Plan. The consultant will promote training through I-REN governing agencies' existing marketing channels, through local government partnerships, and through building industry communication networks. The team will leverage existing resources, such as permitting guides, permitting e-tools, load calculators, reference sheets, permitting checklists, and will be customized to fit the needs of the jurisdiction.

The Team's proposes to engage jurisdictions interested in advancing their activities related to climate change through targeted and tailored energy efficiency approaches defined in one of the

following plans or documents: climate action plans, community development plans, local and regional resiliency plans, local building stocks and climate conditions, and local workforce capabilities and needs. The team will work with Making Hope Happen Foundation, Inland SoCal Housing Collective, and Inland Equity Partnership to provide boots-on-the ground engagement with jurisdictions.

Stakeholder input and discussion of technical, policy, and operational processes will be vital to the successful adoption and implementation of ordinances and energy code that advance local climate goals. The Team has been successful with a three-prong stakeholder engagement strategy deployed during phases of model reach code development and energy code updates that ensures stakeholders understand project opportunities and concerns.

Identification of key stakeholders. The Team, in coordination with I-REN and its partners, will leverage existing contacts to identify key stakeholders. The Team will work with I-REN to define timeline, specific objectives for engaging individual groups, and general desired outcomes. This process will be completed in a meeting with I-REN and/or local jurisdictions.

Conduct outreach and engagement. The Team, along with Making Hope Happen Foundation, Inland SoCal Housing Collective, and Inland Equity Partnership, will support I-REN to solicit stakeholders to engage in proposed meetings, charrettes, trainings. To ensure that a broad range of people attend these events, the Team will use client recommendations, social media channels, and their own contacts with industry associations to drive attendance to events and share content. This effort underpins having the right stakeholders present and engaged in the process to build support.

Share information and obtain feedback. The Team will support I-REN to engage diverse groups that can contribute to or will be affected by new ordinances or energy code changes to provide balanced input in code development and enforcement. Based on experience, important constituents for this process include code councils, developers, energy experts, community-based organizations, apartment associations, and economic and community development organizations. The Team will collaborate with I-REN to identify other organizations and constituent groups. The Team will work with I-REN and its partners to evaluate approaches for balancing the level of engagement from stakeholder groups during project phases, including: Larger public meetings focused on in-person information sharing but with a remote option. Small meetings with key organizations to build greater support for the process and approach. Small internal meetings with jurisdiction and appropriate councils. Electronic distribution of materials (potentially with the inclusion for electronic comment).

The Team will support meeting facilitation to elicit feedback, document comments and questions, and provide notes and summaries of findings from stakeholder outreach. This three-pronged approach will be applied to each specific activity, as discussed below.

Lead Development of Model Reach Codes

Engage stakeholders to gain broad support and understand concerns to inform a draft of model reach codes. While this process will not capture the nuances of each jurisdiction, it will capture consistent and important conditions for implementation within the region. The Team will: Support initial stakeholder engagement, draft stakeholder interview questions, and attend initial stakeholder meeting and up to six organizational meetings of specific groups. Support stakeholder feedback process on draft model codes and attend charrettes and final stakeholder meeting.

Identify Tools and Processes for Adoption and Implementation

The Team will engage jurisdictions' stakeholders who will be involved in local adoption and implementation processes to obtain feedback on development and drafts of tools and templates. To streamline this process, a select number of jurisdictions will be targeted collaboratively with I-REN.

Develop Cost-Benefit Analysis

Test assumptions in the cost-benefit analysis with a target group of stakeholders to support a productive charrette and stakeholder engagement process for reach code development. Considerations that could be vetted may include, but are not limited to, costs for new construction or costs for remodel scope.

Provide Technical Assistance for Municipalities for Code Adoption

Conduct internal engagement from specified personnel at interested jurisdictions and a public stakeholder process to understand the specific code application for the jurisdiction and determine the ordinance requirements, triggers, and target for the local ordinance. The Team will coordinate with I-REN to identify jurisdictions and work with jurisdictional leads to identify local stakeholders. The Team will coordinate with jurisdictional staff to refine the ordinance to account for local processes and provide information for council/board and public meetings. The Team will support presentations about the specific ordinance structure, answer technical questions, and create a framework to obtain feedback for implementation. The Team will work with the jurisdiction to respond to meeting comments and incorporate feedback into a revised ordinance as needed.

Provide Technical Assistance for Municipalities for Code Implementation

Stakeholder engagement will focus on clear communication and accessible implementation for internal and external stakeholders who will be impacted by implementation and compliance with the ordinance. The Team will coordinate with jurisdictional staff to define the stakeholder groups and deliver trainings that will focus on the specific impacted building types and address the topics proposed, including:

Overview and Technical Requirements. The audience for this training will be key stakeholders, public professionals, and city staff who will benefit from understanding of ordinance and energy code (i.e., zoning, customer service staff, building department staff, sustainability department staff, etc.). The training will also provide general education to broader internal stakeholders and public stakeholders to support increased compliance and awareness. Training content may include but not be limited to:

Overview and key components of ordinance and/or energy code.

Communication of ordinance requirements to stakeholders.

General education of benefits.

Technical review of ordinance requirement and standards.

Operational and Implementation Training. The audience for this training will be plan checkers, building inspectors, and other building department staff who will implement the ordinance and/or energy code. The training will support implementation staff as they learn compliance processes and work with permit applicants to ensure consistent application and a high level of compliance. Training content may include, but not be limited to:

Required compliance at appropriate stages in permit application (planning/zoning, building, etc.).

Review of compliance elements for plan check and field inspections.

Tools and processes required for implementation, including tracking process, permit triggers,

compliance, and compliance documentation.
Process and documentation for enforcement of ordinance and energy code.

Task 2.1: Program Design

The consultant will provide leadership for program design activities in collaboration with the I-REN team. The program's design must be aligned with I-REN's Energy Efficiency Business Plan (I-REN BP),³ CPUC Decision 21-11-013 approving the I-REN BP,⁴ and all other applicable requirements for REN energy efficiency programs. The consultant will be responsible for each activity listed below:

- Conduct a kick-off meeting with the I-REN team within two weeks of final contract execution.
- Develop a program delivery model that supports I-REN's goals for the Technical Support Program, overcomes public and private sector participation barriers, and prioritizes service to vulnerable communities.
- Support I-REN in engaging with local and regional stakeholders to ensure the program design fits the needs of local governments and other stakeholders in the region.
- Define program eligibility guidelines and program team roles; document program processes and procedures.
- Establish coordination process with other I-REN energy efficiency programs, services, and implementers, e.g., the Codes & Standards Training & Education Program included in this RFP, to maximize program participation and benefits to customers.
- Identify administrators of other Codes & Standards programs and related offerings in the region and establish coordination process to assist I-REN public and private sector customers with enrolling and participating in those programs.
- Develop participant forms and other collateral.
- Conduct regular (e.g., weekly or biweekly) meetings with I-REN to provide status updates.
- Assist I-REN in the facilitation of a regularly scheduled Codes & Standards Working Group meeting.
- Track and document quantifiable measures to be used to report the successes of the programs.
- Whenever possible, incorporate existing successful models and programs into the I-REN program portfolio.

Deliverables:

- Develop a kick-off meeting agenda and notes and execute the meeting with the assistance of the I-REN team.
 - Work with I-REN staff to develop key program documents which are crucial to getting the program on the right track from the start. The Frontier team will develop a Program Manual and Implementation Plan content. This will also include a definition of program eligibility guidelines, Program team roles and responsibilities, a program process flow diagram, and a logic model. When possible, Frontier will identify existing successful models of other programs and incorporate those practices into the I-REN program portfolio.
-

- Construct a program delivery model focused on the goals of the program, which includes overcoming public and private sector barriers for participation and puts a strong emphasis on service to vulnerable and disadvantaged communities. This will include supporting I-REN in engaging with local and regional stakeholders to ensure that the program design is fitting their needs. Their feedback will be critical in identifying those barriers and finding the best path forward.
- Utilizing our experience with similar programs, the Frontier team will assist the I-REN team in developing streamlined participant forms and other collateral which make involvement in the program as user-friendly as possible. This includes identifying administrators and processes of other Codes & Standards programs and related offerings in the region, so that we can assist public and private sector customers with any questions they might have about enrollment or participation in those programs.
- Critical to improving the program and molding the future of Codes & Standards in the region, the Frontier Team will provide monthly and quarterly status reports with all quantifiable measures to report the successes and areas of improvement of the programs. This will also include weekly meeting agendas and status updates, and any other ad hoc requests from the I-REN team.

Task 2.2: Outreach & Engagement

Program-specific marketing, outreach, and stakeholder engagement activities will be led by the consultant in collaboration with I-REN staff, I-REN's marketing consultant, and other I-REN program implementers as applicable. The consultant will be responsible for each activity listed below:

- Review existing I-REN branding, marketing strategies, templates, and other relevant materials and recommend needed changes.
- Recommend and assist in the development of marketing and outreach collateral in various formats targeted to Codes & Standards customer audiences.
- Develop culturally specific strategies to reach communities where language, socio-economic status, race, ethnicity, etc. have historically been a barrier.
- Assist in the development of marketing content for e-communicators, social media, and other channels to promote the Technical Support Program.
- Identify and implement strategies for outreach to local jurisdictions and agencies and building professionals to educate them about the program offerings, e.g., providing presentations at meetings and with key decision makers.
- Collaborate with local governments, tribes, and special districts and building professionals to design and deliver messaging to the community to promote local leadership in Codes & Standards compliance by highlighting local success stories.
- Set targets and milestones for outreach and engagement (including hard-to-reach communities) and report on progress.

Deliverables:

- Upon contract execution, the Frontier team will review existing I-REN branding, marketing strategies, templates, and other relevant materials to determine which areas need to be prioritized for updating. The Frontier team will then make recommendations and assist in developing the necessary marketing and outreach collateral that is designed to target the customer audiences identified for Codes & Standards. This will include strategies to educate local jurisdictions, agencies, and building professionals to

ensure they're up-to-date on program offerings.

- The Frontier team puts a high priority on developing and successfully executing a strategy to engage and involve communities where language, socio-economic status, race, ethnicity, and gender have been a barrier. Frontier will engage with local Non-Government Organizations and regional stakeholders to identify these barriers from the people who are experiencing them and collaborate with the I-REN team to roll out a plan to reach those communities and involve them in shaping Codes & Standards. The team will set key performance metrics to ensure accountability for engaging hard-to-reach communities.
- Our team will also prioritize identifying and involving key success stories and allies, such as Codes & Standards Champions, and case studies that highlight local wins we can use to create buy-in with the community. This will include an emphasis on finding such champions and success stories within the disadvantaged communities.
- Pulling from our team of experienced content creators, Frontier will develop an outreach plan to engage with local and regional stakeholders. This plan will utilize e-newsletters, social media, and other channels to promote Codes & Standards resources, but will also heavily emphasize a Code Hub where industry professionals can share best practices and collaborate. The Code Hub will also have a listing of events, resources, and tools for local governments and building professionals.
- The Frontier team will provide monthly and quarterly status reports with all quantifiable measures to report the successes and areas of improvement of the programs. This will also include weekly meeting agendas and status updates, and any other ad hoc requests from the I-REN team.

Task 2.3: Program Implementation

The consultant will lead all Technical Support Program implementation activities in coordination with the I-REN team. The consultant will help I-REN address the areas of greatest need for improved code compliance, in collaboration with local governments and the building industry. The consultant will also provide general support for reach code development and implementation. The consultant will be responsible for each activity listed below:

- Develop and deploy effective survey instruments to gather data and use that data to inform the design of resources to assist building departments and industry professionals.
- Work with local jurisdictions, CEC, CALBO, HERS providers, and other key stakeholders on Title 24 Parts 6 and 11 documentation.
- Develop permit guides or other materials (e.g., checklists, frequently asked questions, e-newsletters) to improve regional best practices for compliance improvement, including:
 - a. Support distribution and placement of guides for public and staff use with local building departments;
 - b. Update guides as necessary based upon feedback from users and participating agencies and businesses;
 - c. Consistent with available budget and I-REN direction, create new guides or other materials for priority areas of compliance improvement.

Assist in developing model reach code ordinances for each Inland Empire climate zone; consistent with available budget and direction from I-REN, tailor ordinances for specific cities based on their building stock, calculate energy, cost and GHG reductions, document cost-effectiveness studies, and prepare adoption, outreach, and implementation materials, in each case using materials developed by the Statewide Codes & Standards Program where available.

Deliverables:

- Develop survey instruments.
- Provide training programs in coordination with the Codes & Standards Training & Education Program included in this RFP.
- Develop permit guides.
- Assist with reach code adoption and implementation materials.
- Provide documentation of participant interactions.
- Provide bi-annual reports on compliance improvement efforts, including metrics and recommendations for program improvement.
- Provide monthly and quarterly status reports.
- Conduct regular biweekly meetings.
- Provide meeting agendas and status updates.
- Provide summaries on California and national grant funding opportunities.

Task 2.4: Other Services

The consultant will also be responsible for the activities listed below:

- Develop a tracking resource for third-party plan checking agencies and other organizations that jurisdictions leverage for permitting support. Conduct outreach to establish relationships with third-party plan check companies and conduct a survey to determine broader code assistance and training needs.
- Conduct an exploratory permitting study to understand regional permitting, data availability, potential barriers to code compliance, and software usage. This study will be used to inform the design of broader technical assistance, training, and education offerings.
- Expand the Energy Code Support offering by designing and implementing an Energy Code Special Inspection offering. The goal of the offering is to work directly assist local agencies to directly leverage no-cost energy code enforcement expertise from a certified energy code inspector, and cross-promote the existing HERS (now Energy Code Compliance) rater program statewide.
- Provide program-specific content and/or review of content as needed for I-REN regulatory documents and filings, e.g., Joint Cooperation Memorandum (JCM), Annual Report, Portfolio True-Up and Mid-Cycle Review Advice Letters, and responses to evaluator and intervenor data requests.
- Collect program data to inform CPUC reporting, program metrics, targets, indicators, and other measures of program performance.
- Contribute to program performance analysis and evaluation, measurement and verification (EM&V) activities for tracking program achievements and informing continuous improvement.

Deliverables:

- Provide program-specific content and edits or updates to content for I-REN regulatory filings.
- Provide program data in alignment with CPUC reporting templates.
- Document and provide metrics, indicators, and other performance measurements.
- Provide analysis of program performance and recommendations for future program improvements.

EXHIBIT “C-1”

COMPENSATION BILLING RATES

2026-2027 Budget

Task	2023 - 2025 Totals	2026-2027 Totals	First Amendment NTE	2026	2027
1: Training and Education	\$1,582,253.00	\$1,054,835.33	\$2,637,088.33	\$527,417.67	\$527,417.67
2: Technical Assistance	\$791,464.00	\$527,642.67	\$1,319,106.67	\$263,821.33	\$263,821.33
TOTALS	\$2,373,717.00	\$1,582,478.00	\$3,956,195.00	\$791,239.00	\$791,239.00

Estimated direct cost for both SOW 1 and SOW2 include but are not limited to:

- Travel, mileage, airfare, hotel
- Technology and communications platforms
- Materials production and collateral
- Marketing and outreach subcontractors
- Subcontractors: In Balance Green Consulting
- Venue rental and logistics
- Training event hosting services including catering
- Instructor and training subcontractor

Frontier Energy

Category	2026	2027		
President	364	386		
Vice President	358	379		
Sr. Director	358	379		
Director / Principal Consultant	335	355		
Sr. Manager / Engineering Manager	298	316		
Manager	264	280		
Sr. Engineer / Sr. Program Mgr	241	255		
Engineer / Program Mgr	200	212		
Sr. Program Consultant / Sr. Analyst	182	193		
Program Consultant / Analyst	158	167		
Sr. Program Coordinator / Sr. Technician	134	142		
Program Coordinator / Technician	116	123		
Program Associate / Direct Install Technician	96	102		
Administrative	80	80		

Subcontractor: In Balance Green

Role	Staff Name	2026 Rate	2027 Rate
Principle LEED AP	Andy Pease	\$185	\$190
Principle Energy Analyst	Jennifer Rennick	\$185	\$190
LEED PM/CEA	Grant Murphy	\$155	\$160
	Michelle Zimney		
Analyst	Tatiana Soglin	\$120	\$130



Western Riverside Council of Governments

WRCOG Executive Committee

Staff Report

Subject: First Amendment to Professional Services Agreement with Alternative Energy Systems Consulting for ongoing Public Sector Program Activities

Contact: Benjamin Druyon, WRCOG Program Manager, bdruyon@wrcog.us, (951) 405-6727

Date: November 3, 2025

Recommended Action(s):

1. Authorize the WRCOG Executive Director to execute a First Amendment to the Professional Services Agreement between WRCOG and Alternative Energy Services Consulting for ongoing support in the I-REN Public Sector Program in an amount not-to-exceed \$855,000.00, for a term through December 31, 2027.
-

Summary:

Alternative Energy Systems Consulting's (AESC) existing contract ends on December 31, 2025. I-REN has relied on AESC's services to develop and implement the Building Upgrade Concierge (BUC) software program and will need their continued support through the remainder of the current Business Plan cycle, which ends December 31, 2027. As the next Business Plan is being developed, uninterrupted access to AESC's software is essential in maintaining program stability.

Purpose / WRCOG 2022-2027 Strategic Plan Goal:

The purpose of this item is to request approval of a first amendment to a Professional Services Agreement (PSA) with Alternative Energy Systems Consulting to support ongoing I-REN Public Sector Programs through December 2027. This effort aligns with WRCOG's 2022-2027 Strategic Plan Goal #6 (Develop and implement programs that support resilience for our region).

Discussion:

Background

In late 2022, the I-REN Executive Committee selected AESC as the consultant to help develop and implement I-REN's BUC software program, which allows an agency to track and monitor energy use of one or more facilities. A PSA between WRCOG and AESC was approved in January 2023, and AESC began developing the BUC software program based on I-REN's needs.

Present Situation

The BUC was released in 2023, and multiple agencies have access to it, giving them a powerful tool to assist with benchmarking existing buildings, monitoring energy usage on their facilities, and obtaining reports on the energy usage of their facilities.

I-REN and AESC continue to collaborate on ways to improve the BUC and ways to entice member agencies to use the software program frequently. BUC is proprietary software, owned by AESC, but customized to I-REN's needs, and can be further customized, based on feedback from I-REN staff and member agencies.

AESC's original contract amount is for \$655,000 through December 31, 2025. As of September 2025, AESC has only used approximately \$400,000 of their existing budget. If approved, the proposed amendment will extend the duration of the PSA through December 31, 2027, using the remainder of the existing budget for 2026, plus an amount of \$200,000 for 2027 for ongoing licensing fees and any alterations I-REN needs to make to the BUC software, bringing the total not-to-exceed amount to \$855,000.

For these reasons, staff is recommending that the WRCOG Executive Committee authorize the WRCOG Executive Director to execute a first amendment to the PSA with AESC for ongoing BUC software services through 2027.

Prior Action(s):

October 21, 2025: The I-REN Executive Committee recommended the WRCOG Executive Committee authorize the WRCOG Executive Director to execute a First Amendment to the Professional Services Agreement between WRCOG and Alternative Energy Services Consulting for ongoing program support in the Public Sector in an amount not-to-exceed \$855,000.00, for a term through December 31, 2027.

February 21, 2023: The I-REN Executive Committee authorized the WRCOG Executive Director to execute Contract #2023-80-2080-002 between the Western Riverside Council of Governments and Alternative Energy Systems Consulting, Inc., for Building Upgrade Concierge (BUC) Software Development Services for a not to exceed amount of \$655,000 for a three-year term with no more than two options to renew or amend.

Financial Summary:

A PSA amendment for AESC's services was anticipated and included in the Fiscal Year 2025/2026 budget under the I-REN Fund (Fund 180).

Attachment(s):

[Attachment 1 - WRCOG First Amendment to the PSA with AESC](#)

**FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
AND
ALTERNATIVE ENERGY SYSTEMS CONSULTING, INC.**

1. PARTIES AND DATE.

This First Amendment is made and entered into this 3rd day of November 2025, by and between the Western Riverside Council of Governments, a California public agency ("WRCOG") and Alternative Energy Systems Consulting, Inc., a California corporation and professional services firm delivering energy efficiency, market transformation, and financial solutions through technical consulting, program development and implementation, and technology development ("Consultant"). WRCOG and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Master Agreement.

WRCOG and Consultant have entered into that certain Professional Services Agreement dated January 17, 2023 ("Master Agreement").

2.2 First Amendment.

WRCOG and Consultant desire to enter into this First Amendment for the purposes of extending the term of the Master Agreement and providing additional compensation for ongoing energy efficiency support as it pertains to WRCOG's Regional Energy Network development ("Services").

3. TERMS.

3.1 Extending Master Agreement Length.

Pursuant to Master Agreement section 3.1.2, the term of the Master Agreement shall be extended to December 31, 2027.

3.2 Additional Compensation.

The maximum compensation for Services performed under this First Amendment shall not exceed four hundred and sixty-four thousand dollars (\$464,000.00) without written approval of WRCOG's Executive Director. Work shall be performed in manner that is consistent with the terms of the Master Agreement, including exhibits .

The total not-to-exceed-value of the Master Agreement and this First Amendment shall be increased from six hundred fifty-five thousand dollars (\$655,000.00) to eight hundred fifty-five thousand dollars (\$855,000.00). Exhibit "C" of the Master Agreement is hereby amended to include additional terms as outlined in Exhibit "C-1", attached hereto to this First Amendment and

incorporated herein by this reference. From the date of this Amendment, all references to Exhibit "C" of the Master Agreement shall be deemed to refer to the combined terms of Exhibit "C" and "C-1".

3.3 Continuation of Existing Provisions.

Except as amended by this First Amendment, all provisions of the Master Agreement, including without limitation the indemnity and insurance provisions, shall remain in full force and effect and shall govern the actions of the Parties under this First Amendment.

3.4 Counterparts.

This First Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute one instrument.

3.5 Electronic Delivery of Agreement; Electronic Signatures.

A manually signed copy of this First Amendment which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this First Amendment for all purposes. This First Amendment may be signed using an electronic signature.

[Signatures on the following page]

**SIGNATURE PAGE TO
FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
AND
ALTERNATIVE ENERGY SYSTEMS CONSULTING, INC.**

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment as of the date first written above.

WRCOG

WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS

By: _____
Dr. Kurt Wilson
Executive Director

CONSULTANT

ALTERNATIVE ENERGY SYSTEMS
CONSULTING, INC.

By: _____
Antonio Corradini
President

APPROVED AS TO FORM:

By: _____
Steven C. DeBaun
General Counsel
Best Best & Krieger, LLP

EXHIBIT “C-1”**COMPENSATION
BILLING RATES**

Task	2023-2025 Unspent	2026 Annual Budget (rollover of unused)	2027 Annual Budget	Total NTE
Launching, hosting, maintaining, and customizing the software (Fixed Fee)	\$ 264,000.00	\$264,000.00	\$120,000.00	
Additional customization and Reporting (T&M)	\$ -	\$ -	\$ 80,000.00	
TOTAL BUDGET	\$ 264,000.00	\$264,000.00	\$200,000.00	\$ 464,000.00

*Any Time & Materials (T&M) charges will be billed at the rates set forth below.

Staffing Classification	Hourly Rate
Director/Principal	\$289.50
Senior Program Manager	\$251.50
Program Manager/Engineer	
Section Lead	\$247.25
Senior Engineer	\$217.50
Staff Engineer/Project Manager	\$198.50
Engineer/Analyst	\$175.00
Associate Engineer	\$141.00



Western Riverside Council of Governments

WRCOG Executive Committee

Staff Report

Subject: First Amendment to an Agreement for Services with Public Health Institute to support the I-REN Energy Fellowship Program for Service Year 2025/2026

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

Date: November 3, 2025

Recommended Action(s):

1. Authorize the Executive Director to execute a First Amendment to an Agreement for Services with Public Health Institute to support the I-REN Energy Fellowship and to identify, recruit, and place up to 24 full-time Fellows, and up to 11 three-quarter term Fellows, within the I-REN service territory for program service year 2025/2026.

Summary:

The I-REN Energy Fellowship, now administered by the Public Health Institute, is expanding in its current year to place 24 full-time and up to 11 three-quarter-term Fellows in public agencies across Riverside and San Bernardino Counties. These Fellows will advance local energy efficiency and workforce development initiatives, continuing the program's success since its launch in 2023.

Purpose / WRCOG 2022-2027 Strategic Plan Goal:

The purpose of this item is to execute an amendment to a service agreement with the Public Health Institute to support implementation of the I-REN Energy Fellowship for service years 2025/2026. This effort aligns with WRCOG's 2022-2027 Strategic Plan Goal #6 (Develop and implement programs that support resilience for our region).

Discussion:

Background

In November 2021, the California Public Utilities Commission approved the I-REN Business Plan with a budget of approximately \$65M for program years 2022 - 2027. The I-REN Business Plan included multiple goals across three program sectors (Public Sector, Workforce Education & Training, and Codes & Standards) that were developed based on input from stakeholders within Riverside and San Bernardino Counties since 2019.

The I-REN Energy Fellowship was launched in March 2023 as one of the first Workforce, Education & Training (WE&T) initiatives, with the explicit goal of placing up to 27 Fellows annually in public agencies

across the subregion to support energy efficiency projects and build local capacity. The Program was designed to leverage the CivicSpark AmeriCorps model, which had previously operated under CivicWell, but transitioned to the Public Health Institute (PHI) in 2024 to expand operational capacity and align with broader public health and climate objectives. The transition to PHI was undertaken to ensure Program continuity, compliance with federal AmeriCorps requirements, and to provide a more robust infrastructure for Program delivery.

On March 21, 2023, the I-REN Executive Committee received an introduction to the I-REN Energy Fellowship, a strategy approved in the I-REN Business Plan, and authorized staff to enter into an Agreement with CivicSpark, an AmeriCorps-funded Fellowship Program housed within CivicWell, to support the development and implementation of an I-REN Energy Fellowship. The Committee authorized a budget of up to \$837,000 annually to cover the Fellowship stipend and administrative costs of supporting up to 27 Fellows to work on I-REN public agencies' energy initiatives. This budget was increased to \$861,240 to include additional professional growth opportunities that I-REN could provide to its I-REN Energy Fellows through CivicSpark.

Participation in an existing Fellowship structure is a way to keep the costs of this Program stable. CivicSpark is a Governor's Initiative AmeriCorps Program dedicated to building capacity for local public agencies to address energy, climate change, community resilience issues, water resource management, housing, and mobility. CivicSpark deploys over 100 Fellows per year. CivicSpark will also support host agencies and I-REN by providing these Fellows with professional growth opportunities and trainings on energy and climate resources that can be utilized by the host agency and I-REN.

Present Situation

The I-REN Energy Fellowship is now entering its third program service year, with demonstrated growth in both agency participation and applicant interest.

2023/2024 I-REN Fellowship service year: In its first service year, I-REN placed a total of 11 Fellows throughout all three I-REN COG partner member agencies. Participating I-REN member and host sites include the Cities of Beaumont, Canyon Lake, Chino Hills, Corona, Grand Terrace, Norco, Ontario, Palm Springs, Perris, Rancho Cucamonga, and San Bernardino.

2024/2025 I-REN Fellowship service year: The second program service year for the I-REN Fellowship started the week of September 23, 2024. I-REN provided outreach at over 40 local university, community college, and community fairs, resulting in nearly 50 interested job seekers applying for the I-REN and CivicSpark Fellowship. After having the opportunity to evaluate and interview applicants, I-REN public agency site hosts were able to place 13 Fellows at their sites for the next 11-months to support each agency with their energy initiatives. The participating I-REN public sector agencies for the 2024/2025 program cycle include the Cities of Corona, Chino Hills, Norco, Ontario, Palm Springs, Rancho Cucamonga, and Riverside, as well as the Town of Apple Valley, the San Bernardino Community College District, CVAG, and WRCOG.

During service year 2024/2025, three Fellows were hired full-time within the I-REN subregion. Two were hired by their respective host sites, the City of Norco, and the San Bernardino Community College District, and one was hired by the San Bernardino Council of Governments after participating in the Fellowship for two years at the City of Chino Hills. This lends to I-REN's long-term goal of the Program by providing the energy capacity that is needed within the subregion.

2025/2026 I-REN Fellowship service year: On October 6, 2025, 24 full-time Fellows were placed at local public sector agencies, with up to 11 three-quarter term Fellows positions available starting in January 2026. The participating I-REN public sector agencies that received Fellows in October 2025 include the Cities of Adelanto, Corona, Indio, Rancho Cucamonga, and Riverside, as well as the Colton Unified School District, Cucamonga Valley Water, Elsinore Valley Municipal Water District, Fontana Unified School District, Jurupa Community Services District, Mission Spring Water District, Riverside County Workforce Division, San Bernardino Council of Governments, San Bernardino County Workforce Division, San Bernardino Community College District, and WRCOG.

Each Fellow will provide approximately 1,700 hours of work over the 11 months with their host agency, of which 300 - 400 hours will be for professional growth and learning opportunities provided by CivicSpark, I-REN, and/or the host agency. The remaining 1,300 - 1,400 hours will be dedicated to energy projects within the host agency, furthering the host agency and I-REN energy initiatives.

Technical analysis and program evaluation to date indicate that Fellows have contributed to the successful implementation of 26 energy efficiency projects at 12 agencies, resulting in over \$1.1M in agency savings and representing nearly 40% of public sector incentive dollars secured through I-REN's Cash for Kilowatts Program. These outcomes underscore the Program's effectiveness in advancing both energy and workforce objectives and highlight the necessity of timely budgetary adjustments to sustain and expand these impacts.

In the current 2025/2026 service year, to support PHI's ability to support its operations infrastructure, PHI has increased the host site contribution fee from \$31,000 to \$35,000 for a full-time Fellow. I-REN will continue to provide this funding for participating I-REN public sector agencies; however, this does increase the overall budget and requires a budget amendment from a not-to-exceed amount of \$861,240 to \$1,165,740.

I-REN staff recommend that the Executive Committee authorize the Executive Director to execute an Amendment with CivicSpark, under PHI, to continue support and deployment of the I-REN Energy Fellowship.

Prior Action(s):

October 21, 2025: The I-REN Executive Committee recommended that the WRCOG Executive Committee authorize the WRCOG Executive Director to enter into a First Amendment to an Agreement for Services with Public Health Institute to support the I-REN Energy Fellowship and to identify, recruit, and place up to 24 full-time Fellows, and up to 11 three-quarter term Fellows, within the I-REN service territory for program service year 2025/2026.

December 2, 2024: The WRCOG Executive Committee authorized the Executive Director to enter into an Agreement with Public Health Institute to support the I-REN Energy Fellowship and to identify, recruit, and place up to 27 Fellows within the I-REN service territory for program services years through 2027.

October 15, 2024: The I-REN Executive Committee authorized the WRCOG Executive Director, upon review by WRCOG legal counsel, to enter into an Agreement with Public Health Institute to support the I-REN Energy Fellowship and to identify, recruit, and place up to 27 Fellows within the I-REN service territory for program services years through 2027.

Financial Summary:

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

Attachment(s):

[Attachment 1 - First Amendment to I-REN PHI Civicspark Partner Agreement 2025-2026](#)



AmeriCorps



**FIRST AMENDMENT TO
AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR**

THIS FIRST AMENDMENT TO AGREEMENT (“Amendment”) is made and entered into as of August 31, 2025 (“Effective Date”) by and between Western Riverside Council of Governments (“Partner”) and the Public Health Institute (“PHI”), a California nonprofit public benefit corporation.

RECITALS

- A. WHEREAS, the Partner and PHI have entered into the Agreement (as defined below); and
- B. WHEREAS, the Partner and PHI desire to modify the Agreement on the terms and conditions set forth herein to update contractual clauses.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual agreements set forth herein, Partner and PHI hereby covenant and agree as follows:

AGREEMENT

- 1. **Agreement.** Refers to the Agreement for Services of Independent Contractor dated December 2, 2024 between the Partner and PHI.
- 2. **Definitions.** Defined terms not otherwise defined in this Amendment shall have the meanings ascribed to them in the Agreement.
- 3. **Modifications to the Agreement.** The Agreement is hereby modified as follows:
 - a. **Exhibit B - Scope of Services.** *Exhibit B – Scope of Services, Item 3 is hereby added:*

2025-26 Project Specific Scopes of Work

- **Full-time**
 - a. City of Adelanto / City of Barstow
 - b. Colton Joint Unified School District
 - 1. Ignite: Sustainable Futures Fellowship
 - c. City of Corona
 - 1. Zero Emission Vehicle Charging Infrastructure
 - d. City of Corona
 - 1. Replacement of Traffic Signals & Street Lighting
 - e. Cucamonga Valley Water Districts (CVWD)
 - 1. Water Use Efficiency Programs Promotion and Implementation
 - f. Elsinore Valley Municipal Water District/Water Employee Services Authority (CA)
 - 1. Partner in a Forward Thinking and Results Oriented Water/WW Utility Agency
 - g. Fontana Unified School District (2 fellows)
 - 1. Student Led Enterprise

For PHI



- h. City of Indio
 - 1. Creating a Sustainable City
- i. Jurupa Community Services District
 - 1. Climate Change Action Plan
- j. Mission Springs Water District
 - 1. Conservation as a Way of Life
- k. City of Rancho Cucamonga
 - 1. Fostering Active Transportation and Micromobility via Safe Routes to School Program Initiatives
- l. City of Riverside
 - 1. Municipal Energy Efficiency and Zero Emission Vehicle Initiatives
- m. City of Riverside
 - 1. Development of the Office of Sustainability and its Citywide Climate Action Plan
- n. City of Riverside
 - 1. Implementation of the City's Grow Riverside and Green Business initiatives
- o. Riverside County Housing & Workforce Solutions, Workforce Development Division
 - 1. Empower IE: Advancing Clean Energy Careers
- p. San Bernardino Community College District (2 fellows)
 - 1. Sustainable Campus Infrastructure and Energy Resiliency Project
- q. San Bernardino County - Workforce
 - 1. Workforce Board's Energy Workforce Initiative
- r. San Bernardino Council of Governments (SBCOG) /SBCTA
 - 1. I-REN & SBCOG Government Programs, Policies, Leadership, and Efficiency Assistance
- s. Western Riverside Council of Governments (WRCOG) – 2 fellows
 - 1. Western Riverside Council of Governments (WRCOG) / I-REN - Inland Regional Energy Network (I-REN) & Western Riverside Council of Governments
- t. WRCOG
 - 1. Clean Cities Coalition
- u. WRCOG
 - 1. Energy Resilience Plan 2.0
- Three-Quarter-Term (TQT)
 - a. City of Beaumont
 - b. Coachella Valley Association of Governments, ICARP
 - 1. I-REN/CVAG Energy Efficiency Program Support - Community Education and Outreach
 - c. Cathedral City
 - 1. Leadership in Energy Project
 - d. City of Palm Springs (2 Fellows)
 - e. City of Grand Terrace (CA)
 - 1. Blue Mountain Energy Conservation Initiative
 - f. Riverside Community College District (RCCD)
 - g. Riverside County Office of Education / Science Technology Engineering Partnership



1. STEM Programming Liaison - STEP
- h. San Bernardino County- Land Use Services
 1. Renewable Energy Research for Policy Optimization Initiative
- i. University of Riverside
 1. Inland Southern California Climate Collaborative (ISC3)
- j. Western Municipal Water District (CA)
 1. Energy management and optimization in water and wastewater systems and plants.

b. Exhibit C – Partner Responsibilities. *Exhibit C – Partner Responsibilities, Section (1)(b) Support Responsibilities is amended to add:*

(ii) Service Year 2025/2026

1. Adelanto/Barstow: Dr. Gil Keinan, gil@localequity.com
2. Cathedral City: Deanna Pressgrove, dpressgrove@cathedralcity.gov
3. CJUSD: Jay Kim, jay_kim@cjud.net
4. Corona (2 fellows): Sarah Arce, sarah.arce@coronaca.gov
5. CVAG: Jacob Alvarez, jalvarez@cvag.org
6. CVWD: Erin Morales, erinm@cvwdwater.com
7. EVMWD: Jase Warner, jwarner@evmwd.net
8. FUSD (2 fellows): Hillary Wolfe, hillary.wolfe@fusd.net
9. Grand Terrace: Luis Gardea, Lgardea@grandterrace-ca.gov
10. Indio: Sara Toyoda, stoyoda@indio.org
11. JCSD: Bryan Smith, bsmith@jcsd.us
12. MSWD: Marion Champion, mchampion@mswd.org
13. Rancho Cucamonga: Clarence de Guzman, clarence.deguzman@cityofrc.us
14. Riverside County: Maria Pelaez, mpelaez@rivco.org
15. Riverside (3 fellows) Fortino Morales III, fomorales@riversideca.gov
16. San Bernardino County – Land Use services: Vince Acuna, vincent.acuna@lus.sbcounty.gov
17. San Bernardino County: Fred Burks & Robert Chavez, fburks@wdd.sbcounty.gov; robert.chavez@wdd.sbcounty.gov
18. SBCCD (2 fellows): Yash Patel, ypatel@sbccd.edu
19. SBCOG: Jennifer Aguilar, jaguilar@gosbcta.com
20. STEP/RCOE: Debra Johnson, step.stem@gmail.com
21. WMWD: Candi Judd, cjudd@wmwd.com
22. WRCOG: Tyler Masters, tmasters@wrcog.us
23. WRCOG – Clean Cities: Taylor York, tyork@wrcog.us
24. WRCOG – ERP 2.0: Daniel Soltero, dsoltero@wrcog.us

b. Exhibit D - Compensation. *Exhibit D – Compensation, Paragraph 2 is hereby amended in its entirety to read as follows:*



PHI will receive no more than \$1,641,980 for 48 Fellow(s) for performing the services set forth in this Agreement: \$476,240 for 13 Fellow(s) (2024-25) (5 returning and 1 three-quarter time) and \$1,165,740 for 24 Full-time (2 returning) and 11 TQT Fellow(s) (2025-26). The compensation includes reimbursable expenses as outlined in Exhibit E for performing the services set forth in this Agreement.

2025-26 Fellows

	Number of Fellows:	Cost Per Fellow	Total Costs
Full Time Fellows:	24 Fellows (22 first-year fellows, 2 returning fellows)	\$35,000 \$40,000 (returning fellow)	\$850,000
Three-Quarter Time Fellows:	11	\$26,500	\$291,500
Half Time Fellows:	0	\$17,500	\$0
Total			\$1,141,500

Full-Time Per Fellow Benefits	
Costs	\$35,000/Fellow
Project Support	11 Months, 1,300+ project hours
Additional Benefits	Up to 80 additional project-prep hours. Up to 100 volunteer engagement hours.
Timeframe	October 6, 2025 – September 4, 2026 (Orientation: October 6-8, 2025)

Three-Quarter Time Per Fellow Benefits	
Costs	\$26,500/Fellow
Project Support	7.5 Months, 920+ project hours
Additional Benefits	Up to 40 additional project-prep hours. Up to 70 volunteer engagement hours.
Timeframe	January 12, 2026 – September 4, 2026 (Orientation: January 12-14, 2026)

Half-Time Per Fellow Benefits	
Costs	\$17,500/Fellow
Project Support	6 Months, 690+ project hours
Additional Benefits	Up to 20 additional project-prep hours. Up to 50 volunteer engagement hours.
Timeframe:	March 2, 2026 – September 4, 2026 (Orientation: March 2-4, 2026)

Exhibit D – Compensation, Paragraph 4 is hereby amended in its entirety to read as follows:



Lump Sum Payment — \$452,000 (2024-25) and \$850,000 for Full-Term and \$291,500 for TQT (2025-26), Totaling \$1,593,500

The Partner shall make a one-time, **lump sum payment** to PHI that covers the entirety of the amount due for services to be performed. Lump Sum payment is **due at initial contract signing and the signing of future amendments each year**. If for some reason Fellow is unable to provide services for the full contract duration (e.g., a Fellow leaves the program for medical or personal reasons and a suitable replacement cannot be provided), Partner is responsible for the full contract amount regardless of hours of service actually provided. Partner must inform PHI prior to the project start if they need invoices to include specific format, tasks, billing codes, or other details.

*d. **Exhibit E – Reimbursable Expenses.** Exhibit E – Reimbursable Expenses, Partner 4 is hereby amended in its entirety to read as follows:*

The total amount of project-related reimbursable expenses shall not exceed \$48,480 (which includes cost of administrative fee and indirect costs): For 2024-25: \$24,240 and for 2025-26: \$24,240, absent a written amendment to this Agreement, Partner shall not be responsible for reimbursement of expenses exceeding the not-to-exceed limit outlined in this Exhibit E.

*c. **Exhibit F – Timeline.** Exhibit F – Timeline, is hereby amended in its entirety to read as follows:*

All tasks enumerated in Exhibit B – Scope of Services for 2024-25 are expected to start on September 16, 2024, with a CivicSpark program Orientation, and will begin at the host site on September 25, 2024. Fellow activities should be completed by August 30, 2025. The Scope of Services for 2025-26 are expected to start on October 6, 2025, with a CivicSpark program Orientation on October 6-8, and will begin at the host site on October 9, 2025. Fellow activities for the 2025-26 service year should be completed by September 4, 2026. This is a multi-year agreement and will include participation for program year 2026/2027 in future amendments that include additional scopes of work and funding amounts.

4. Conflict or Inconsistency. In the event of any conflict or inconsistency between the terms of this Amendment and the Agreement, the terms and conditions of this Amendment shall prevail. Except as modified by this Amendment, all provisions of the Agreement remain in full force and effect and are reaffirmed.

5. Entire Agreement; Amendment. This Amendment, together with the Agreement, constitutes the entire agreement between the parties pertaining to the subject matter of the Agreement and this Amendment. No provision of this Amendment may not be amended or added except by an agreement in writing signed by the parties hereto or their respective successors in interest.

Dated as of the Effective Date set forth above.

For PHI



PARTNER:

Western Riverside Council of Governments, a California public agency

By: _____

Name: Dr. Kurt Wilson

Title: Executive Director

Date: _____

APPROVED AS TO FORM:

By: _____

Name: Best Best & Krieger

Title: WRCOG General Counsel

Date: _____

PUBLIC HEALTH INSTITUTE:

Public Health Institute, a California nonprofit public benefit corporation

Signed by:
By: Rebecca Silva
F4A59BB30A0647A...

Name: Rebecca Silva

Title: Vice President of Program Award Management

Date: 10/7/2025



Western Riverside Council of Governments

WRCOG Executive Committee

Staff Report

Subject: Vehicle Miles Traveled Mitigation Program Update
Contact: Chris Gray, Deputy Executive Director, cgray@wrcog.us, (951) 405-6710
Date: November 3, 2025

Recommended Action(s):

1. Receive and file.

Summary:

Senate Bill (SB) 743, implemented on July 1, 2020, requires development projects to utilize Vehicle Miles Traveled (VMT), rather than Level of Service (LOS), as the metric to determine its transportation impacts under the California Environmental Quality Act. WRCOG assisted its member agencies in the implementation of SB 743 with guidance on meeting the requirements of the Bill. The primary challenge many of members have in relation to SB 743 is the issue of VMT mitigation so WRCOG worked with its partner agencies to develop a VMT Mitigation Program (VMT Program). The Executive Committee approved the Program Manual at its May 5, 2025, meeting that enabled WRCOG to move forward with Program implementation. Staff will provide an update on recent Program implementation activities.

Purpose / WRCOG 2022-2027 Strategic Plan Goal:

The purpose of this item is to provide an update on implementation of the VMT Mitigation Program. This effort aligns with WRCOG's 2022-2027 Strategic Plan Goal #5 (Develop projects and programs that improve infrastructure and sustainable development in our subregion).

Discussion:

Background

One objective of WRCOG's Local Transportation Funds (LTF) Program with the Riverside County Transportation Commission (RCTC) is to assist WRCOG with SB 743 implementation. As part of this, WRCOG conducted initial research on a possible VMT Mitigation Program or bank strategies for development projects as part of its SB 743 implementation activities. This initial research was presented to the Public Works Committee (PWC) in May 2021 and, as a result, WRCOG received inquiries from member agencies regarding the development of a potential regional VMT Mitigation Program for western Riverside County.

On October 4, 2021, WRCOG staff received direction from the Executive Committee to evaluate options

to mitigate VMT impacts from new development. WRCOG commenced an effort to develop a potential program in western Riverside County, and discussed the different elements and options with RCTC, the Western Riverside County Regional Conservation Authority (RCA) and the Riverside Transit Agency (RTA). These agencies were identified since they would be potential large credit generators and/or credit users if they choose to participate. WRCOG was very clear from the beginning that participation in any potential program would be on a voluntary basis, so member agencies may participate in a program only if it decides to opt-in.

The Executive Committee approved the VMT Mitigation Program Manual at its May 5, 2025, meeting. This approval capped more than four years of due diligence and coordinating with member-and-partner agencies. The Program Manual serves as a guiding document of the VMT Program and it is anticipated that the Program Manual will be updated as the Program develops, similar to how the TUMF Program Administration Plan is updated.

The Program Manual, which is Attachment 1 to this staff report, provides more details of the VMT Program, and also has graphics depicting the operations of the Program. Some key elements of the VMT Program are listed below.

- The Program is a regional effort with WRCOG serving as the Program Administrator.
- The effort is structured as an exchange instead of a bank or fee.
- The WRCOG Planning Directors Committee (PDC) will provide direct oversight of the Program with the Executive Committee retaining final jurisdiction as with all WRCOG activities.
- Agencies can choose to join the Program by executing a Participation Agreement with WRCOG.
- Agencies that have formally joined the Program can then submit VMT-reducing projects, also known as Credit-Generating Items, to be included in the Program.
- Only public agencies can submit Credit-Generating Items to be included in the Program.
- WRCOG will compile a list of Credit-Generating Items.
- Credit-Generating Items can then be available to be purchased to generate VMT credits.
- Any public or private entity can purchase VMT credits by selecting one or more projects from those available on the list WRCOG maintains.
- WRCOG will collect a nominal administrative fee (up to 4%) based on the Program costs for this transaction.
- WRCOG will refresh the Program list as appropriate.
- Agencies can choose to participate in WRCOG's Program, participate in other regional programs, develop their own program, or any combination of those three. The only limitation is that an agency is not allowed to submit the same Credit Generating Item to multiple programs.

The approval of the VMT Program Manual enabled WRCOG to move forward with Program implementation.

Next Steps

Since the approval of the VMT Program Manual, WRCOG has conducted a few key efforts with the goal of implementing the VMT Program. These efforts have included the following:

- Conducted meetings with WRCOG partner and member agencies to discuss Program implementation and operations in greater detail
- Solicited WRCOG partner and member agencies to sign participation agreements should they

choose to do so

- Held meetings with member agencies and stakeholders to discuss how parties might request credits from the Program
- Developed information materials (videos, fact sheets, etc.) that provide additional information about the Program
- Prepared appropriate forms, calculation tools, and other items needed for Program operation

WRCOG has developed a new video regarding the WRCOG VMT Mitigation Program, which can be found at <https://www.youtube.com/watch?v=voxSJvLGa3U>.

WRCOG has executed a Participation Agreement with the RTA, so this enables RTA to be a Credit Generator and submit Credit-Generating Items to the Program. WRCOG has also had a discussions with member agencies to about the details of the Program and its operations, and anticipates that a few more member agencies will execute Participation Agreements soon. WRCOG has also had discussions with potential Credit Users and also anticipates a few Credit User Agreements to be executed soon.

One item of interest to the Committee is that there has been recent activity by other entities such as the State of California Department of Housing and Community Development (HCD) and the Southern California Association of Governments (SCAG) have initiated the development of similar programs. The State Program is authorized by AB 130 and focuses solely on affordable housing. It is important to note that none of these current efforts preclude WRCOG from operating a regional program and the presence of a regional program ensures that VMT mitigation funds remain in the WRCOG region.

One major reason for this update of the VMT Program is to serve as a reminder of recent activities for Committee members since the VMT Program Participation Agreement may be an upcoming agenda item at their respective Council meetings.

Prior Action(s):

May 5, 2025: The Executive Committee approved the Vehicle Miles Traveled Program Manual.

Financial Summary:

Initial program evaluation and development costs are funded by Local Transportation Funds (Fund 210) and are included in the Fiscal Year 2025/2026 Agency Budget. Ongoing program costs will be supported through an administrative fee assessed on credits purchased by both public and private sector entities. At this time, no revenues or expenditures are anticipated; however, as the program advances, a budget amendment will be presented for consideration.

Attachment(s):

None.



**FIRST AMENDMENT TO
AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR**

THIS FIRST AMENDMENT TO AGREEMENT (“Amendment”) is made and entered into as of August 31, 2025 (“Effective Date”) by and between Western Riverside Council of Governments (“Partner”) and the Public Health Institute (“PHI”), a California nonprofit public benefit corporation.

RECITALS

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- B. WHEREAS, the Partner and PHI desire to modify the Agreement on the terms and conditions set forth herein to update contractual clauses.

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AGREEMENT

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 - a. **Exhibit B - Scope of Services.** *Exhibit B – Scope of Services, Item 3 is hereby added:*

2025-26 Project Specific Scopes of Work

- **Full-time**
 - a. City of Adelanto / City of Barstow
 - b. Colton Joint Unified School District
 - 1. Ignite: Sustainable Futures Fellowship
 - c. City of Corona
 - 1. Zero Emission Vehicle Charging Infrastructure
 - d. City of Corona
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 - 1. Student Led Enterprise

For PHI



- h. City of Indio
 - 1. Creating a Sustainable City
- i. Jurupa Community Services District
 - 1. Climate Change Action Plan
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 - 1. Conservation as a Way of Life
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 - 1. Fostering Active Transportation and Micromobility via Safe Routes to School Program Initiatives
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 - 1. Municipal Energy Efficiency and Zero Emission Vehicle Initiatives
- m. City of Riverside
 - 1. Development of the Office of Sustainability and its Citywide Climate Action Plan
- n. City of Riverside
 - 1. Implementation of the City's Grow Riverside and Green Business initiatives
- o. Riverside County Housing & Workforce Solutions, Workforce Development Division
 - 1. Empower IE: Advancing Clean Energy Careers
- p. San Bernardino Community College District (2 fellows)
 - 1. Sustainable Campus Infrastructure and Energy Resiliency Project
- q. San Bernardino County - Workforce
 - 1. Workforce Board's Energy Workforce Initiative
- r. San Bernardino Council of Governments (SBCOG) /SBCTA
 - 1. I-REN & SBCOG Government Programs, Policies, Leadership, and Efficiency Assistance
- s. Western Riverside Council of Governments (WRCOG) – 2 fellows
 - 1. Western Riverside Council of Governments (WRCOG) / I-REN - Inland Regional Energy Network (I-REN) & Western Riverside Council of Governments
- t. WRCOG
 - 1. Clean Cities Coalition
- u. WRCOG
 - 1. Energy Resilience Plan 2.0
- Three-Quarter-Term (TQT)
 - a. City of Beaumont
 - b. Coachella Valley Association of Governments, ICARP
 - 1. I-REN/CVAG Energy Efficiency Program Support - Community Education and Outreach
 - c. Cathedral City
 - 1. Leadership in Energy Project
 - d. City of Palm Springs (2 Fellows)
 - e. City of Grand Terrace (CA)
 - 1. Blue Mountain Energy Conservation Initiative
 - f. Riverside Community College District (RCCD)
 - g. Riverside County Office of Education / Science Technology Engineering Partnership



1. STEM Programming Liaison - STEP
- h. San Bernardino County- Land Use Services
 1. Renewable Energy Research for Policy Optimization Initiative
- i. University of Riverside
 1. Inland Southern California Climate Collaborative (ISC3)
- j. Western Municipal Water District (CA)
 1. Energy management and optimization in water and wastewater systems and plants.

b. Exhibit C – Partner Responsibilities. *Exhibit C – Partner Responsibilities, Section (1)(b) Support Responsibilities is amended to add:*

(ii) Service Year 2025/2026

1. Adelanto/Barstow: Dr. Gil Keinan, gil@localequity.com
2. Cathedral City: Deanna Pressgrove, dpressgrove@cathedralcity.gov
3. CJUSD: Jay Kim, jay_kim@cjud.net
4. Corona (2 fellows): Sarah Arce, sarah.arce@coronaca.gov
5. CVAG: Jacob Alvarez, jalvarez@cvag.org
6. CVWD: Erin Morales, erinm@cvwdwater.com
7. EVMWD: Jase Warner, jwarner@evmwd.net
8. FUSD (2 fellows): Hillary Wolfe, hillary.wolfe@fusd.net
9. Grand Terrace: Luis Gardea, Lgardea@grandterrace-ca.gov
10. Indio: Sara Toyoda, stoyoda@indio.org
11. JCSD: Bryan Smith, bsmith@jcsd.us
12. MSWD: Marion Champion, mchampion@mswd.org
13. Rancho Cucamonga: Clarence de Guzman, clarence.deguzman@cityofrc.us
14. Riverside County: Maria Pelaez, mpelaez@rivco.org
15. Riverside (3 fellows) Fortino Morales III, fomorales@riversideca.gov
16. San Bernardino County – Land Use services: Vince Acuna, vincent.acuna@lus.sbcounty.gov
17. San Bernardino County: Fred Burks & Robert Chavez, fburks@wdd.sbcounty.gov; robert.chavez@wdd.sbcounty.gov
18. SBCCD (2 fellows): Yash Patel, ypatel@sbccd.edu
19. SBCOG: Jennifer Aguilar, jaguilar@gosbcta.com
20. STEP/RCOE: Debra Johnson, step.stem@gmail.com
21. WMWD: Candi Judd, cjudd@wmwd.com
22. WRCOG: Tyler Masters, tmasters@wrcog.us
23. WRCOG – Clean Cities: Taylor York, tyork@wrcog.us
24. WRCOG – ERP 2.0: Daniel Soltero, dsoltero@wrcog.us

b. Exhibit D - Compensation. *Exhibit D – Compensation, Paragraph 2 is hereby amended in its entirety to read as follows:*



PHI will receive no more than \$1,641,980 for 48 Fellow(s) for performing the services set forth in this Agreement: \$476,240 for 13 Fellow(s) (2024-25) (5 returning and 1 three-quarter time) and \$1,165,740 for 24 Full-time (2 returning) and 11 TQT Fellow(s) (2025-26). The compensation includes reimbursable expenses as outlined in Exhibit E for performing the services set forth in this Agreement.

2025-26 Fellows

	Number of Fellows:	Cost Per Fellow	Total Costs
Full Time Fellows:	24 Fellows (22 first-year fellows, 2 returning fellows)	\$35,000 \$40,000 (returning fellow)	\$850,000
Three-Quarter Time Fellows:	11	\$26,500	\$291,500
Half Time Fellows:	0	\$17,500	\$0
Total			\$1,141,500

Full-Time Per Fellow Benefits	
Costs	\$35,000/Fellow
Project Support	11 Months, 1,300+ project hours
Additional Benefits	Up to 80 additional project-prep hours. Up to 100 volunteer engagement hours.
Timeframe	October 6, 2025 – September 4, 2026 (Orientation: October 6-8, 2025)

Three-Quarter Time Per Fellow Benefits	
Costs	\$26,500/Fellow
Project Support	7.5 Months, 920+ project hours
Additional Benefits	Up to 40 additional project-prep hours. Up to 70 volunteer engagement hours.
Timeframe	January 12, 2026 – September 4, 2026 (Orientation: January 12-14, 2026)

Half-Time Per Fellow Benefits	
Costs	\$17,500/Fellow
Project Support	6 Months, 690+ project hours
Additional Benefits	Up to 20 additional project-prep hours. Up to 50 volunteer engagement hours.
Timeframe:	March 2, 2026 – September 4, 2026 (Orientation: March 2-4, 2026)

Exhibit D – Compensation, Paragraph 4 is hereby amended in its entirety to read as follows:



Lump Sum Payment — \$452,000 (2024-25) and \$850,000 for Full-Term and \$291,500 for TQT (2025-26), Totaling \$1,593,500

The Partner shall make a one-time, **lump sum payment** to PHI that covers the entirety of the amount due for services to be performed. Lump Sum payment is **due at initial contract signing and the signing of future amendments each year**. If for some reason Fellow is unable to provide services for the full contract duration (e.g., a Fellow leaves the program for medical or personal reasons and a suitable replacement cannot be provided), Partner is responsible for the full contract amount regardless of hours of service actually provided. Partner must inform PHI prior to the project start if they need invoices to include specific format, tasks, billing codes, or other details.

*d. **Exhibit E – Reimbursable Expenses.** Exhibit E – Reimbursable Expenses, Partner 4 is hereby amended in its entirety to read as follows:*

The total amount of project-related reimbursable expenses shall not exceed \$48,480 (which includes cost of administrative fee and indirect costs): For 2024-25: \$24,240 and for 2025-26: \$24,240, absent a written amendment to this Agreement, Partner shall not be responsible for reimbursement of expenses exceeding the not-to-exceed limit outlined in this Exhibit E.

*c. **Exhibit F – Timeline.** Exhibit F – Timeline, is hereby amended in its entirety to read as follows:*

All tasks enumerated in Exhibit B – Scope of Services for 2024-25 are expected to start on September 16, 2024, with a CivicSpark program Orientation, and will begin at the host site on September 25, 2024. Fellow activities should be completed by August 30, 2025. The Scope of Services for 2025-26 are expected to start on October 6, 2025, with a CivicSpark program Orientation on October 6-8, and will begin at the host site on October 9, 2025. Fellow activities for the 2025-26 service year should be completed by September 4, 2026. This is a multi-year agreement and will include participation for program year 2026/2027 in future amendments that include additional scopes of work and funding amounts.

4. Conflict or Inconsistency. In the event of any conflict or inconsistency between the terms of this Amendment and the Agreement, the terms and conditions of this Amendment shall prevail. Except as modified by this Amendment, all provisions of the Agreement remain in full force and effect and are reaffirmed.

5. Entire Agreement; Amendment. This Amendment, together with the Agreement, constitutes the entire agreement between the parties pertaining to the subject matter of the Agreement and this Amendment. No provision of this Amendment may not be amended or added except by an agreement in writing signed by the parties hereto or their respective successors in interest.

Dated as of the Effective Date set forth above.

For PHI



PARTNER:

Western Riverside Council of Governments, a California public agency

By: _____

Name: Dr. Kurt Wilson

Title: Executive Director

Date: _____

APPROVED AS TO FORM:

By: _____

Name: Best Best & Krieger

Title: WRCOG General Counsel

Date: _____

PUBLIC HEALTH INSTITUTE:

Public Health Institute, a California nonprofit public benefit corporation

Signed by:
By: Rebecca Silva
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Name: Rebecca Silva

Title: Vice President of Program Award Management

Date: 10/7/2025