



Western Riverside Council of Governments WRCOG Executive Committee

AGENDA

**Monday, February 2, 2026
2:00 PM**

**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 1955 Chicago Avenue, Suite 200, Riverside, CA, 92507.

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 jleonard@wrcog.us. To ensure distribution to Committee members prior to the meeting, please submit comments no later than two hours before the meeting is scheduled to begin. Public comments will also be accepted in person and via Zoom during the meeting.

Any member of the public requiring a reasonable accommodation to participate in this meeting in light of this announcement shall contact Lucy Felix at least 72 hours prior to the meeting at (951) 405-6706

or lfelix@wrcog.us. Later requests will be accommodated to the extent feasible.

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

1. CALL TO ORDER (Brenda Dennstedt, Chair)

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. SPECIAL PRESENTATION

- Presentation of the GFOA Award

5. WELCOME NEW EXECUTIVE COMMITTEE MEMBERS

- Eric Cundieff, City of Calimesa
- Ashlee DePhillippo, City of Wildomar

6. 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 agendized 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.

7. CONSENT CALENDAR

All items listed under the Consent Calendar are considered to be routine and may be enacted by one motion. Prior to the motion to consider any action by the 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 January 9, 2026, Meeting of the Executive Committee

Requested Action(s): 1. Approve the Action Minutes from the January 9, 2026, meeting of the Executive Committee.

B. Fiscal Activities Update

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

C. WRCOG Committees and Agency Activities Update

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

D. Report out of WRCOG Representatives on Various Committees

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

E. I-REN Monthly Activities Update

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

F. Approval of First Amendment to Professional Services Agreement for On-Call Planning Services with PlaceWorks, Inc.

Requested Action(s): 1. Authorize the Executive Director to execute a First

Amendment to the Professional Services Agreement for On-Call Planning Services with Placeworks, Inc., for support with general land use and housing planning support activities and services to WRCOG and its member agencies, and to increase the total not-to-exceed amount from \$400,000 to \$800,000. Any changes to the attached draft Agreement are subject to consultation by legal counsel.

G. Vehicle Miles Traveled Mitigation Program - Credit Generator Participation Agreements with the City of Beaumont and City of Riverside

Requested Action(s):

1. Authorize the Executive Director to execute separate Credit Generator Participation Agreements with the City of Beaumont and the City of Riverside for the Vehicle Miles Traveled Mitigation Program.

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

Requested Action(s):

1. Authorize the Executive Director to execute a TUMF Reimbursement Agreement with the City of Norco for the Planning, Engineering, and Construction Phases for improvements on Hamner Avenue between Detroit Avenue and the Santa Ana River in an amount not to exceed \$4,000,000.
2. Authorize the Executive Director to execute a TUMF Reimbursement Agreement Amendment with the City of Perris for the Engineering, Right-of-Way, and Construction phases of the Perris Boulevard Project in an amount not to exceed \$4,971,371.

I. Property Management Services for 1955 Chicago Avenue

Requested Action(s):

1. Authorize the execution of a Professional Services Agreement with The Larchmont Group for comprehensive property management services for 1955 Chicago Avenue.

J. Agreement Between WRCOG and PaulosAnalysis for the Development and Implementation of an I-REN Incentive Finder Tool

Requested Action(s):

1. Recommend that the WRCOG Executive Committee authorize the Executive Director to execute a Professional Services Agreement between WRCOG and PauloAnalysis for the Development and Implementation of an I-REN Incentive Finder tool.

8. REPORTS / DISCUSSION

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

A. I-REN Public Sector Activities Update

Requested Action(s):

1. Receive and file.

B. California Public Utilities Commission Business Plan Application (2028-2035) Filing

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

9. REPORT FROM THE TECHNICAL ADVISORY COMMITTEE (TAC) CHAIR
Craig Miller, Western Water

10. 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

11. REPORT FROM THE EXECUTIVE COMMITTEE CHAIR

Brenda Dennstedt, Western Water

12. REPORT FROM THE DEPUTY EXECUTIVE DIRECTOR

Chris Gray

Access the report [here](#).

13. ITEMS FOR FUTURE AGENDAS

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

14. GENERAL ANNOUNCEMENTS

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

15. NEXT MEETING

The next Executive Committee meeting is scheduled for Monday, March 2, 2026, at 2:00 p.m., in the County of Riverside Administrative Center, 4080 Lemon Street, 1st Floor, Board Chambers, Riverside.

16. CLOSED SESSION

A. CONFERENCE WITH REAL PROPERTY NEGOTIATOR

Property: 1955 Chicago Avenue, Suite 120, Riverside, CA 92507

Agency Negotiator: Deputy Executive Director

Negotiating Parties: Liberty Behavioral and Community Services

B. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Title: Executive Director

17. 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 9:12 a.m., on Friday, January 9, 2026, at Western Water, 1425 Meridian Parkway, Riverside, CA.

2. PLEDGE OF ALLEGIANCE

Casey Dailey, WRCOG Director of Energy & Environmental Programs, led Committee members and guests in the Pledge of Allegiance.

3. ROLL CALL

- City of Banning - Sheri Flynn
- City of Beaumont - Mike Lara
- City of Canyon Lake - Mark Terry
- City of Corona - Jacque Casillas
- City of Eastvale - Christian Dinco
- City of Hemet - Connie Howard-Clark
- City of Lake Elsinore - Brian Tisdale
- City of Menifee - Bob Karwin*
- 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 - Ashlee DePhillippo
- County of Riverside, District 1 - Jose Medina
- County of Riverside, District 2 - Karen Spiegel
- Eastern Municipal Water District (EMWD) - David Slawson
- Western Water - Brenda Dennstedt
- County of Riverside, District 1 - Jose Medina
- Riverside Co. Sup. of Schools - Dr. Edwin Gomez (ex-officio)

*Arrived after Roll Call.

Absent:

- City of Calimesa
- City of Jurupa Valley
- City of Moreno Valley

- County of Riverside, District 3
- County of Riverside, District 5

4. PUBLIC COMMENTS

There were no public comments.

5. CONSENT CALENDAR

RESULT:	APPROVED AS RECOMMENDED
MOVER:	Perris
SECONDER:	Lake Elsinore
AYES:	Banning, Beaumont, Canyon Lake, Corona, Eastvale, Hemet, Lake Elsinore, Murrieta, Norco, Perris, Riverside, San Jacinto, Temecula, Wildomar, Dist. 1, Dist. 2, EMWD, Western Water.

A. Action Minutes from the December 1, 2025, Meeting of the Executive Committee

Action:

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

6. REPORTS / DISCUSSION

A. Proposed Amendment to WRCOG Bylaws Clarifying Deputy Executive Director Authority

Action:

1. Adopted Resolution Number 01-26; A Resolution of the Executive Committee of the Western Riverside Council of Governments amending WRCOG's Bylaws.

RESULT:	APPROVED AS RECOMMENDED
MOVER:	Perris
SECONDER:	Temecula
AYES:	Banning, Beaumont, Canyon Lake, Corona, Eastvale, Hemet, Lake Elsinore, Murrieta, Norco, Perris, Riverside, San Jacinto, Temecula, Wildomar, Dist. 1, Dist. 2, EMWD, Western Water.

7. WRCOG Review and Goal Setting Discussion Workshop

Discussion topics included the following:

1. Overview of WRCOG organizational structure and governance documents.
2. Strategic Plan overview and 2025 review.
3. General Assembly review and update.
4. New office space update.
5. Advocacy Ad Hoc Committee activities.
6. Discussion of potential personnel policy updates.
7. Financial transparency update.

8. REPORT FROM THE EXECUTIVE COMMITTEE CHAIR

Chair Dennstedt thanked Committee members for attending the meeting, and thanked staff for putting together the Strategic Planning session. Chair Dennstedt made appointments to the Policy Ad Hoc Committee as follows: Mike Lara (Chair), Mark Terry, Brian Tisdale, Bob Karwin, and Christian Dinco.

9. NEXT MEETING

The next Executive Committee meeting is scheduled for Monday, February 2, 2026, at 2:00 p.m., in the County of Riverside Administrative Center, 4080 Lemon Street, 1st Floor, Board Chambers, Riverside.

10. ADJOURNMENT

The meeting was adjourned at 12:16 p.m.



Western Riverside Council of Governments

WRCOG Executive Committee

Staff Report

Subject: **Fiscal Activities Update**

Contact: **Andrew Ruiz, Chief Financial Officer, aruiz@wrcog.us, (951) 405-6741**

Date: **February 2, 2026**

Recommended Action(s):

1. Receive and file.

Summary:

The Finance Department has completed its annual financial audit in accordance with applicable governmental standards. The auditors reviewed internal controls, compliance with financial policies, and the accuracy of reported financial transactions, and issued an unmodified (clean) opinion. Completion of the audit provides independent validation of the Department's financial management practices and helps identify opportunities for continued improvement.

In addition, staff has continued implementation of the Tyler ERP Pro accounting system in coordination with the software vendor's implementation team. Staff has also enhanced financial reporting and transparency through continued refinement and expansion of publicly available financial reports. Lastly, staff are currently finalizing their analysis for a budget amendment.

Purpose / WRCOG 2022-2027 Strategic Plan Goal:

The purpose of this item is to provide information regarding Finance Department activities. This effort aligns with WRCOG's 2022-2027 Strategic Plan Goal #3 (Ensure fiscal solvency and stability of the Western Riverside Council of Governments).

Discussion:

Background

The Finance Department provides regular updates to WRCOG Committees regarding the financial status of WRCOG and also provides summaries of on-going activities that might be of interest to member agencies. The financial reports document Agency revenues and expenditures through the current fiscal year, as reported by various programs, funds, and other administrative divisions. On-going activities include the preparation of the Agency audit, budget amendments, and preparation of the WRCOG budget for consideration and approval by WRCOG Committees.

Present Situation

Fiscal Year 2024/2025 Year-End Audit: The Fiscal Year 2024/2025 annual financial audit was successfully completed in December 2025, with the independent auditors issuing an unmodified (clean) opinion. This opinion indicates that the Agency's financial statements are fairly presented in all material respects and that no material weaknesses or significant issues of concern were identified during the audit process. Completion of the audit within six months of fiscal year-end meets the Government Finance Officers Association's (GFOA) definition of an "on-time" audit. In addition, the Agency has submitted its Annual Comprehensive Financial Report for consideration for the GFOA Award for Excellence in Financial Reporting, reflecting continued progress in financial reporting quality and compliance with best practices.

Accounting System Conversion: Over the past two years, WRCOG has undertaken a comprehensive initiative to transition its financial accounting system from Financial Edge by Blackbaud to ERP Pro by Tyler Technologies. This system modernization aligns with best practices in public sector financial management and represents a significant investment in improving the efficiency, accuracy, and reliability of WRCOG's fiscal operations. The new ERP Pro platform will enhance a broad range of financial functions, including accounts payable, accounts receivable, general ledger, payroll, contract management, and financial reporting. In addition to improving workflow and internal controls, the system will provide greater analytical capabilities and transparency, supporting WRCOG's ongoing commitment to accountability and sound financial stewardship.

Fiscal Year 2025/2026 Budget Amendment: Staff is in the process of finalizing its analysis for a proposed Fiscal Year 2025/2026 budget amendment and has identified four primary areas requiring adjustment: (1) TUMF collection activity, (2) I-REN program activity, (3) administrative staffing adjustments, and (4) grant-related activity.

First, the Transportation Uniform Mitigation Fee (TUMF) Program originally projected \$77.5 million in collections for Fiscal Year 2025/2026. However, through the first six months of the fiscal year, approximately \$20 million has been collected, indicating a notable slowdown in development activity and corresponding fee revenues. This reduction in collections will necessitate a revision to the current revenue assumptions.

Second, the I-REN Program has expended slightly more than \$3 million of its \$13 million budget through December 2025. While the Program's spending rate continues to increase as it matures, staff anticipates that expenditures in several budget categories will be lower than originally budgeted for the current fiscal year. Any deferred funds must be fully expended by 2027, and staff will propose adjustments to better align the budget with anticipated spending.

Lastly, since adoption of the Fiscal Year 2025/2026 budget, several changes have occurred related to grant funding, primarily due to timing differences between budget development and the actual commencement of grant awards and associated activities. These timing shifts will require budget amendments to accurately reflect revised grant revenues and expenditures.

Financial Documents

In alignment with Strategic Plan Goal #3.3, staff has continued to refine and expand the Agency's financial reporting to enhance transparency, accessibility, and accountability. A comprehensive set of

financial documents is now regularly published on WRCOG's website, including budget-to-actual reports, monthly payment registers, credit card statements, quarterly investment reports, the adopted Agency Budget, and the Annual Comprehensive Financial Report. These efforts provide stakeholders and the public with timely and meaningful insight into the Agency's financial activities and support informed decision-making by the Executive Committee. All of WRCOG's most recent financial statements, budget, monthly financials, amendments, etc., are located on the Agency's Fiscal Department's webpage [here](#).

Prior Action(s):

None.

Financial Summary:

Finance Department activities are included in the Agency's adopted Fiscal Year 2025/2026 Budget under the Finance Department under Fund 110.

Attachment(s):

None.



Western Riverside Council of Governments

WRCOG Executive Committee

Staff Report

Subject: WRCOG Committees and Agency Activities Update

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

Date: February 2, 2026

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 December 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 December 2025:

- December 1, 2025: Executive Committee
- December 10, 2025: Administration & Finance Committee
- December 11, 2025: Planning Directors Committee
- December 11, 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 December 2025



Western Riverside Council of Governments Executive Committee Meeting Recap

December 1, 2025

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

Agenda Packet: <https://www.wrcog.us/wp-content/uploads/2025/11/ec-1225-ap>

PowerPoint Presentation: <https://www.wrcog.us/wp-content/uploads/2025/11/EC-1225-PPT>

Consideration of a New Commercial PACE Program Provider: PACE Loan Group, LLC

- WRCOG administers a statewide Commercial Property Assessed Clean Energy (C-PACE) Program.
- In March 2024, the Executive Committee directed staff to add new C-PACE Program Providers.
- PACE Loan Group (PLG) is a nationwide C-PACE company which has requested to join the Program.
- Following vetting from staff and meetings with the WRCOG PACE Ad hoc Committee and the Administration & Finance Committee, the Executive Committee authorized PLG as a new WRCOG C-PACE Program Provider.

TUMF Construction Cost Index Adjustment for 2025

- WRCOG is required to bring forth on an annual basis a recommendation for a CCI adjustment for TUMF fees. Currently, this process is done each year and the adjustment is considered and approved if implemented.
- The current adjustment was calculated to be 2.6% based on data regarding public works construction costs and right-of-way costs.
- This adjustment would become effective on July 1, 2026, if approved.
- The CCI would be capped at 5% but could decrease as well.
- The Executive Committee approved implementation of a CCI for July 1, 2026, and authorized that this adjustment be applied automatically using the same process for future years.

I-REN 2028-2035 Business Plan Application

- The Inland Regional Energy Network (I-REN) is a collaborative effort between WRCOG, CVAG, and SBCOG to implement energy efficiency programs under the authority of the CPUC.
- The funding for I-REN is on a four- and eight-year cycle and will expire on December 31, 2027.
- In order to maintain funding for I-REN, a new Business Plan Application (BPA) is due in February 2026.
- The new proposed BPA will include continued funding for the three existing sectors I-REN: 1) Public 2) Codes & Standards 3) Workforce, Education & Training.

Website Redesign and Launch

- WRCOG partnered with Planeteria Media to replace its outdated website with a modern, accessible, and user-friendly platform.
- The new site includes improved navigation, mobile responsiveness, accessibility compliance, an AI-powered chatbot, and easier tools for staff and the public to access documents. It also includes a dedicated transparency portal, in line with the Special Districts Leadership Foundation's guidelines for Transparency for public agency websites.
- The project has completed its phased development and is now live at www.wrcog.us, aligning with Strategic Plan Goal #4 to enhance communication.

Next Meeting

The next Executive Committee meeting is scheduled for Monday, February 2, 2026, at 2:00 p.m., in the County of Riverside Administrative Center, 4080 Lemon Street, 1st Floor, Board Chambers, Riverside.



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

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

Agenda Packet: <https://www.wrcog.us/wp-content/uploads/2025/11/af-1225-ap-2.pdf>

PowerPoint Presentation: <https://www.wrcog.us/wp-content/uploads/2025/11/AF-PPT-1225.pdf>

Proposed Amendment to WRCOG Bylaws Clarifying Deputy Executive Director Authority

- In the absence of the Executive Director, the authority of the Deputy Executive Director is somewhat vague.
- A Bylaws amendment was recommended to the Executive Committee which clarifies that the Deputy Executive Director is authorized to exercise all duties and responsibilities assigned to the Executive Director in his / her absence.

Next Meeting

The next Administration & Finance Committee meeting is scheduled for Wednesday, February 11, 2026, at 12:00 p.m., **in WRCOG's new office at 1955 Chicago Avenue, Riverside.**



Western Riverside Council of Governments

Planning Directors Committee Meeting Recap

December 11, 2025

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

Agenda Packet: <https://www.wrcog.us/wp-content/uploads/2025/11/PDC-1225-AP-1.pdf>

PowerPoint Presentation: <https://www.wrcog.us/wp-content/uploads/2025/11/PDC-1225-PPT.pdf>

California Department of Housing and Community Development-Permitted Mobile Homes and TUMF Applicability

- Some mobile homes are being installed through HCD permits without city notification, creating uncertainty about whether units are replacements or new dwellings subject to TUMF.
- Jurisdictions retain authority to require TUMF on new units, but lack of notice makes it difficult to verify applicability and results in lost fee revenue.

Class A & B Office TUMF Exemption

- Agencies have suggested a full exemption for Class A & B office to help attract high-wage job centers, reduce long-distance commuting, and support corridor revitalization.
- Historic TUMF collections from these land uses are low (\$787k over five years, less than 0.3% of total), and prior rate reductions did not influence development patterns.
- WRCOG will evaluate the fiscal, policy, and nexus implications of a full exemption and return with a recommendation on whether to add this change to the TUMF Administrative Plan.

Potential Conflicts Between Statewide Objectives for Housing, Equity, and Sustainability

- California's overlapping policy mandates—housing production, GHG reduction, VMT reduction, and equity—often create competing requirements for local planning.
- Rancho Cucamonga's General Plan example shows that strong placemaking and form-based planning can reduce VMT and emissions while delivering significant new housing capacity.
- Cities need clearer tools, streamlined standards, and consistent State support to meet ambitious statewide goals while maintaining feasible, implementable local plans.

Riverside County Healthy Cities Profiles Compendium

- RUHS has developed a countywide compendium of Healthy Cities profiles to support data-driven planning and community health strategies.
- The profiles provide standardized metrics on health, equity, environment, and demographic conditions to inform local planning documents and decision-making.
- The compendium is offered as a resource to assist jurisdictions in integrating health and equity considerations into General Plans and development review processes.
- The Healthy Development Checklist can be found here:
https://www.ruhealth.org/sites/default/files/PH/Health%20Communities/docs/built%20enviro/ruhs_health_development_checklist.pdf

Next Meeting

The next Planning Directors Committee meeting is scheduled for Thursday, February 12, 2026, 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

December 11, 2025

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

Agenda Packet: <https://www.wrcog.us/wp-content/uploads/2025/11/revised-pwc-1225-ap.pdf>

PowerPoint Presentation: <https://www.wrcog.us/wp-content/uploads/2025/11/Updated-PWC-1225-PPT.pdf>

TUMF Program Status Overview

- TUMF collections total to date this fiscal year is \$16.4M, with strong revenues across single-family, multi-family, and industrial development, while several member agencies have had no collections to date.
- TUMF reimbursements remain high at \$27.7M across 26 projects, continuing to outpace collections, including major reimbursements such as the SR-79 realignment project.
- WRCOG is closely monitoring activity across agencies, including active Credit Agreements and negative net collections in cities with recent refunds (e.g., Temecula).

TUMF Developer Credit Agreements Reporting and Tracking

- Developer Credit Agreements allow developers to build regional improvements in lieu of paying fees, but historically lacked consistent tracking, leading to reconciliation and visibility issues.
- A new bi-annual reporting requirement will standardize updates on development progress, improvement status, and remaining credit balances across all jurisdictions.
- Mandatory TUMF clearance through the online portal will ensure accurate, real-time credit tracking and prevent over-crediting or use of credits beyond agreement limits.

Class A & B Office TUMF Exemption

- Several member agencies have proposed a full exemption for Class A & B Office to help attract high-wage employment centers, reduce commuting, and support infill redevelopment.
- Over the past five years, Class A & B Office generated only \$787k (less than 0.3% of total TUMF collections), with no evidence that rate reductions influenced development activity.
- WRCOG will evaluate the fiscal, policy, and nexus implications of a full exemption and return to the Committee with a recommendation on whether to codify the change.

Santa Ana MS4 Permit Compliance Program Activities Update

- New wet-weather bacteria TMDL deadlines and MS4 numeric effluent limits are approaching, with agencies facing a choice between Status Quo (risking penalties) or a Time Schedule Order offering up to 10 years for compliance.
- Lake Elsinore and Canyon Lake remain heavily impacted by nutrient-driven algal blooms and fish kills; the revised TMDL (approved July 2025) introduces 20 new tasks and may increase Task Force budgets by 25% – 50%.
- MS4 Permit renewal remains delayed due to statewide legal decisions, with a tentative March 13, 2026, workshop and major anticipated Permit changes.

Next Meeting

The next Public Works Committee meeting is scheduled for Thursday, February 12, 2026, 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: February 2, 2026

Recommended Action(s):

1. Receive and file.

Summary:

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

Purpose / WRCOG 2022-2027 Strategic Plan Goal:

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

Discussion:

CALCOG Board of Directors (Brian Tisdale)

The CALCOG Board of Directors met on January 30, 2026. That agenda was not available at the time Report's of this distribution.

The next CALCOG Board of Directors meeting is scheduled for March 9 - 11, 2026, at the annual Regional Leadership Forum.

SANDAG Borders Committee (Colleen Wallace)

The SANDAG Borders Committee met on January 23, 2026. The full agenda packet can be viewed at <https://pub-sandag.escribemeetings.com/Meeting.aspx?Id=a45e75ad-69dd-415c-8d4c-5bb951d010e7&Agenda=Agenda&lang=English>. Agenda highlights are as follows:

1. SCAG's Road to LA28: A Regional Transportation Demand Management Strategy.
2. California - Baja California Border Resiliency Plan Update.
3. Regional Housing Needs and Activities.

The next SANDAG Borders Committee meeting is scheduled for April 24, 2026.

SAWPA OWOW Steering Committee (Wes Speake)

The SAWPA OWOW Steering Committee has not met since its last meeting on November 20, 2025. The next SAWPA OWOW Steering Committee meeting is scheduled for February 26, 2026.

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):

None.



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: February 2, 2026

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.

- The City of Calimesa and the Housing Authority of the County of San Bernardino completed construction at three facilities across their jurisdiction - including Calimesa's City Hall and Senior Center and the Housing Authority's San Bernardino Administrative Office.
- I-REN conducted audits across three high schools for Murrieta Valley USD in late December.
- Two Cash for Kilowatts incentive applications were approved in November & December, approved project facilities include the City of Norco's City Hall & the City of Palm Springs' Fire Station # 1.
- I-REN re-engaged with several agencies to assist with the development of their Preliminary Energy Roadmaps and redeliver their Initial Measures Lists for continued project discussions. These agencies included the Cities of Grand Terrace, Lake Elsinore, and Victorville, Apple Valley Fire District, and San Bernardino County Fire.
- I-REN also held a webinar on its new Integrated Demand Side Management (IDSM) program services for the Public Sector, Powering Resilient Communities. Of the 50+ attendees, 20 agencies from the I-REN region joined to learn about the new services and how to take advantage of these offerings!

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

- I-REN hosted a successful first training of the year on Heat Pump Water Heaters in the 2025 code, garnering 25 registrants and 20 attendees, an 80% registered to attended ratio. 100% of respondents said that the training increased their knowledge of the Energy Code.
- I-REN is working with the California Energy Commission to coordinate their first presentation to a REN on the 2025 Restructured Code.
- I-REN is partnering with the Passive House Institute to offer a heavily discounted Passive House certification for 5 interested building professionals in the I-REN region.

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.

- November 6th, 2025, I-REN was presented with the Turning Red Tape into Red Carpet Award from the Inland Empire Economic Partnership. This award was granted in appreciation of the leadership in removing barriers and fostering economic growth in the Inland Empire for the IREN Public Service Fellowship Program.

- November 13th, 2025, I-REN conducted its orientation for the third cohort of I-REN Energy Fellows. 24 Fellows attended the orientation. This is the largest cohort of I-REN Energy Fellows since inception.
- November 13th, 2025, I-REN received an award for the Green California Schools Higher Education Summit.
- December 9th-December 11th 2025, I-REN hosted their Quarterly Workforce Roundtable Meetings at WRCOG, CVAG and SBCOG.

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 - Cash for Kilowatts Dashboard January 2026](#)



iren.gov

Cash for Kilowatts January 2026 Dashboard

Incentives 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				Feb. 2026	\$132,523.49	
SBCCD Lighting SBVC North Hall	1	2/7/2025	2/12/2025	9/12/2025	Mar. 2026	\$49,666.22	
	2				Nov. 2026	\$74,499.34	
SBCCD Lighting SBVC Library	1	2/24/2025	2/12/2025	9/12/2025	Mar. 2026	\$43,239.34	
	2				Nov. 2026	\$64,859.01	

¹ As of 1/14/2026

The Coachella Valley Association of Governments and San Bernardino Council of Governments have partnered with the Western Riverside Council of Governments to develop I-REN to serve the cities and communities of our region.



Project	Incentive Payment	Application Approval Date	Construction Start	Construction End	Estimated Payment Date	Incentive Amount	Actual Payment Date
Calimesa WB Senior Center	1	4/4/2025	7/1/2025	9/27/2025	Mar. 2026	\$2,368.44	
	2				Nov. 2026	\$3,552.66	
Calimesa WB City Hall	1	4/7/2025	7/1/2025	11/7/2025	Mar. 2026	\$3,220.20	
	2				Dec. 2026	\$4,830.31	
Housing Authority of the County of San Bernardino WB Victorville Office	1	4/14/2025	9/2/2025	1/31/2026*	May 2026	\$5,287.75	
	2				Feb. 2027	\$7,931.62	
Indian Wells Fire Station #55	1	5/21/2025	3/1/2026*	5/1/2026*	Sept. 2026	\$8,516.80	
	2				June 2027	\$12,775.20	
Indian Wells Public Works Yard	1	5/21/2025	1/5/2026*	2/27/2026*	July 2026	\$1,861.60	
	2				April 2027	\$2,792.40	
Housing Authority of the County of San Bernardino WB San Bernardino Admin Office HVAC & Lighting	1	7/16/2025	10/2/2025	11/26/2025	April 2026	\$9,960.02	
	2				Jan. 2027	\$14,940.02	



Project	Incentive Payment	Application Approval Date	Construction Start	Construction End	Estimated Payment Date	Incentive Amount	Actual Payment Date
Rancho Mirage-I-REN-WB-Library Observatory	1	8/13/2025	2/2/2026*	12/31/2026*	May 2027	\$9,056.48	
	2				Feb. 2028	\$13,584.72	
Rancho Mirage-I-REN-WB-City Hall	1	8/15/2025	2/2/2026*	12/31/2026*	April 2027	\$22,964.65	
	2				Jan. 2028	\$34,446.98	
Town of Apple Valley WB Corporate Yard	1	9/4/2025	3/1/2026*	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	3/1/2026*	10/21/2026*	Feb. 2027	\$63,899.12	
	2				Nov. 2027	\$95,848.68	
SBCOG Whole Building Santa Fe Train Depot	1	10/1/2025	2/2/2026*	2/27/2026*	July 2026	\$37,626.48	
	2				April 2027	\$56,439.72	
Town of Apple Valley Police Department	1	10/10/2025	3/1/2026*	10/1/2026*	Feb. 2027	\$37,904.76	
	2				Nov. 2027	\$56,857.14	
Norco WB City Hall	1	10/27/2025	1/31/2026*	10/31/2026*	Mar. 2027	\$16,693.92	
	2				Dec. 2027	\$11,129.28	
Palm Springs WB Fire Station #1	1	11/25/2025	4/1/2026*	10/1/2026*	Feb. 2027	\$3,654.00	



Project	Incentive Payment	Application Approval Date	Construction Start	Construction End	Estimated Payment Date	Incentive Amount	Actual Payment Date			
	2				Nov. 2027	\$5,481.00				
City of Murrieta Library Lighting	1	1/12/2026	4/1/2026*	12/31/2026*	May 2027	\$12,560.00				
	2				Feb. 2028	\$18,840.00				
Total Committed (includes disbursed)						\$1,071,337.12				
Total Incentives Disbursed							\$88,348.99			

Predictability Analyses Update²

The table below shows Cash for Kilowatts projects that have completed a predictability analysis for the current dashboard reporting period.

Project	Pass/Fail	If failed, notes on why
Indian Wells Fire Station #55	Pass	

Incentive Rates

Base Rates

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

² From 12/11/2025 - 1/14/2026



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 2024-2026, I-REN offered its maximum incentive rate of \$2.00/kWh for projects that submitted an application.

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

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

Incentive Payout Timeline

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





Western Riverside Council of Governments

WRCOG Executive Committee

Staff Report

Subject: Approval of First Amendment to Professional Services Agreement for On-Call Planning Services with PlaceWorks, Inc.

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

Date: February 2, 2026

Recommended Action(s):

1. Authorize the Executive Director to execute a First Amendment to the Professional Services Agreement for On-Call Planning Services with Placeworks, Inc., for support with general land use and housing planning support activities and services to WRCOG and its member agencies, and to increase the total not-to-exceed amount from \$400,000 to \$800,000. Any changes to the attached draft Agreement are subject to consultation by legal counsel.

Summary:

In 2025, WRCOG established an on-call planning services consultant bench to support agency planning activities and provide expedited technical assistance to member agencies. PlaceWorks was selected as a qualified consultant and has since supported WRCOG and its member agencies on various planning and REAP 2.0 efforts under an existing Professional Services Agreement (PSA). Based on anticipated workload and member agency requests, staff recommends amending the PSA with PlaceWorks to increase the not-to-exceed amount to accommodate these activities.

Purpose / WRCOG 2022-2027 Strategic Plan Goal:

The purpose of this item is to recommend that the Executive Committee authorize the Executive Director to enter into a First Amendment of the PSA between WRCOG and Placeworks for on-call planning services to WRCOG and its member agencies. 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 the 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 the WRCOG 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. WRCOG has been satisfied with the qualified consultants on the 2022 consultant bench but did want to provide the opportunity for additional consultants to be added to the consultant bench. A Request for Proposals (RFP) was released on March 17, 2025, as an opportunity to add consultants to the On-Call Planning Bench.

On-Call PSA Background:

On-Call PSAs are established with specific language stating that specific work is authorized through a task work order process. 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 set a maximum limit for work to be authorized. In the case that the need for this work does not arise, WRCOG is under no obligation to provide this funding to these professional service providers.

It is also important to note that the term of the PSAs to be executed are for 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 document 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."

Additionally, per WRCOG's 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 bench have been funded through three main funding sources: the Transportation Uniform Mitigation Fee (TUMF) Program, the Local Transportation Fund, and the Regional Early Action Planning 2.0 (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 has revenues of over \$18M from July- December 2025. WRCOG receives a portion of these funds (4%) for administering the TUMF Program, and paying consultants to conduct various studies. 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 Fiscal Year (FY) 2024/2025 are included in the proposed budget for adoption by the WRCOG General Assembly.
- 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 received \$1.3M for FY 2024/2025 and \$1.2M 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 member agencies.
- REAP 2.0: WRCOG received a one-time allocation of \$1.8M through the SCAG REAP 1.0 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 utilized over \$800,000 of this funding to provide direct consultant technical assistance to jurisdictions with housing planning and increase housing production. All funding for this initial allocation was exhausted on December 31, 2023. SCAG released another allocation of \$1.5M via the SCAG 2.0 Subregional Partnership Program. WRCOG is actively working on REAP 2.0 projects which are set to expire on June 30, 2026.

Proposed First Amendment to PSA between WRCOG and PlaceWorks: PlaceWorks is one of the consultants that WRCOG established a PSA with in June 2022, as part of the On-Call Planning consultant bench, in order to assist with activities and assistance conducted in the Land Use / Housing Planning discipline. That PSA was renewed for the 2025 cycle of the On-Call Planning consultant bench. The PSA established a not-to-exceed amount of \$400,000, with approximately \$300,000 of funding from REAP 2.0 Grant funds and \$100,000 from LTF. Since the PSA was established, PlaceWorks has been requested by WRCOG and its member agencies to provide direct technical assistance on housing planning and increasing housing productivity through the REAP 2.0 Subregional Partnership Program. Efforts have included the below activities:

- Creating an Adaptive Reuse Plan for the City of Riverside
- Assisting in a Prohousing Designation Application for a member agency
- Updating Objective Design Standards for a member agency

WRCOG has also requested that PlaceWorks provide direct technical assistance to WRCOG members with the review of socio-economic data for the SCAG Connect SoCal Plan. In addition, WRCOG is continuing a major update of the Riverside County Transportation Analysis Model (RIVCOM). RIVCOM is utilized by jurisdictions and consultants to produce roadway forecasts and other units of measurements, such as Vehicle Miles Traveled, needed for analyses on roadway projects and General Plan updates. This update is being made to ensure consistency with SCAG's adopted growth forecasts in the Connect SoCal 2024 Plan and provides an opportunity for local agencies to update local data. These updates ensure the model accurately reflects existing and future conditions. WRCOG is requesting PlaceWorks, in order to be cost effective, to provide the technical assistance with the update of the socio-economic data that will be incorporated in the RIVCOM update.

Prior Action(s):

August 4, 2025: The Executive Committee authorized the Executive Director to execute the renewal of the On-Call Professional Services Agreement between WRCOG and Placeworks for support to WRCOG and its member agencies with planning activities and advisory services in an amount not-to exceed \$400,000, for a term through June 30, 2028.

Financial Summary:

The requested action will increase the existing Professional Services Agreement (PSA) from \$400,000 to \$800,000. The term will remain the same, through June 30, 2028. Funding for this PSA will be allocated across the TUMF (Fund 110), LTF (Fund 210), and REAP 2.0 (Fund 110) Programs, over multiple fiscal years.

Attachment(s):

[Attachment 1 - First Amendment to PSA with Placeworks for on-call planning services.pdf](#)

FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
AND
PLACEWORKS INC.

1. PARTIES AND DATE.

This First Amendment is made and entered into this 2nd day of February, 2026, by and between the Western Riverside Council of Governments, a California public agency ("WRCOG") and PlaceWorks, Inc., a California C-Corporation ("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 July 1, 2025 ("Master Agreement").

2.2 First Amendment.

WRCOG and Consultant desire to enter into this First Amendment for the purposes of providing additional compensation for Services.

3. TERMS.

3.1 Additional Compensation. Section 3.3.1 of the Master Agreement is hereby deleted and replaced as follows:

"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 Take Order shall be set forth in the relevant Task Order. The total compensation for all Task Orders issued hereunder shall not exceed **Eight Hundred Thousand Dollars (\$800,000)** 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."

3.2 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.

3.3 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.

3.4 Electronic Delivery of Amendment; 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
PLACEWORKS, 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: _____

CONSULTANT

PLACEWORKS, INC.,
a California C-Corporation

By: _____



Karen Gulley
Principal

Approved to Form:

By: _____
Steven C. DeBaun
General Counsel



Western Riverside Council of Governments

WRCOG Executive Committee

Staff Report

Subject: **Vehicle Miles Traveled Mitigation Program - Credit Generator Participation Agreements with the City of Beaumont and City of Riverside**

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

Date: **February 2, 2026**

Recommended Action(s):

1. Authorize the Executive Director to execute separate Credit Generator Participation Agreements with the City of Beaumont and the City of Riverside for the Vehicle Miles Traveled Mitigation Program.

Summary:

If approved, the attached Credit Generator Participation Agreements with the City of Beaumont and the City of Riverside would formalize their respective participation in WRCOG's Vehicle Miles Traveled (VMT) Mitigation Program. The Executive Committee previously approved the Program Manual on May 5, 2025, allowing implementation efforts to begin. Since then, WRCOG has engaged member and partner agencies to support Program rollout and participation.

Purpose / WRCOG 2022-2027 Strategic Plan Goal:

The purpose of this item is to authorize the Executive Director to execute a Credit Generator Participation Agreement with the City of Beaumont and the City of Riverside for WRCOG's 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

The Executive Committee approved the VMT Mitigation Program Manual at its May 5, 2025, meeting. This action authorized staff to implement a VMT Mitigation Program that is available to WRCOG member and partner agencies to opt-in to, should they choose to do so. As highlighted in the Staff Report and presentation at the May meeting, key implementation efforts include but are not limited to:

- Meet with WRCOG member and partner agencies to discuss Program implementation and operations in greater detail.
- Solicit WRCOG member and partner agencies to sign participation agreements should they

choose to do so.

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

All two jurisdictions approved its respective participation in the Program as a Credit Generator and authorized their jurisdiction to enter into a Credit Generator Participation Agreement with WRCOG. The Agreement, which is one between WRCOG and the member or partner agency that is voluntarily opting-in to participate in the VMT Mitigation Program, enables the Agency to submit credits into the Mitigation Program. The Agreement outlines the terms, responsibilities of each party, indemnity, etc. WRCOG's execution of the Agreement would enable the City of Beaumont and the City of Riverside to participate as a Credit Generator.

As defined in the Program Manual, a Credit Generator is a public agency that implements a project or program that produces a VMT reduction credit. Credit Generators will enter into a Participation Agreement with the Program Administrator. This Agreement enables public agencies to submit Credit-Generating Items to the Program that are eligible to receive funding through the Program.

Next Steps

If the Executive Committee authorizes the Executive Director to execute the Credit Generator Participation Agreement between WRCOG and the respective jurisdictions, the following steps will be taken:

1. WRCOG will engage with staff from each jurisdiction on the projects / programs it has that are VMT reducing, also known as Credit-Generating Items, so that they may be submitted to the Program.
2. Once projects / programs are submitted, the amount of credits generated by the submissions will be determined, and the price of the credits.
3. The projects / programs will be listed as available for any public or private entity in need of mitigating its project's VMT impacts to purchase VMT credits produced by the jurisdiction's submittals, if it meets the mitigation needs.
4. When / if a public / private entity purchases the credits produced by a jurisdiction, WRCOG will provide payment to that specific jurisdiction for the amount paid by the entity, sans the nominal administration fee, as agreed upon in the Credit Generator Participation Agreement.

Prior Action(s):

August 4, 2025: The WRCOG Executive Committee authorized the Executive Director to execute a Credit Generator Participation Agreement with the Riverside Transit Agency for the Vehicle Miles Traveled Mitigation Program.

Financial Summary:

Costs for initial Program evaluation and development are funded by LTF (Fund 210) and included in the Fiscal Year 2025/2026 Agency budget. Program implementation will be funded through an

Administrative Fee which would be assessed on credits purchased by public sector and private sector entities. Once these agreements have been executed, and staff has analyzed the demand, a budget amendment will be brought forward, if needed, or funding will be programmed in the Fiscal Year 2026/2027 budget.

Attachment(s):

[Attachment 1 - VMT Program Credit Generator Participation Agreement with the City of Beaumont.pdf](#)

[Attachment 2 - VMT Program Credit Generator Participation Agreement with the City of Riverside.pdf](#)

Attachment

VMT Program Credit Generator
Participation Agreement with the City
of Beaumont

VOLUNTARY VMT EXCHANGE PROGRAM PARTICIPATION AGREEMENT

This Participation Agreement (“Agreement”) is made as of _____ (“Effective Date”), by and between the Western Riverside Council of Governments, a California public agency (“WRCOG”) and the City of Beaumont, a municipal corporation (“Participant”). WRCOG and Participant are sometimes individually referred to as “Party” and collectively as “Parties”.

RECITALS

A. Before a California public agency issues a discretionary approval that authorizes an action with potential environmental impacts, the agency must first comply with the California Environmental Quality Act (“CEQA”) and disclose potential impacts to the environment.

B. The CEQA process may involve the imposition of “mitigation measures” which help to reduce a project’s potentially significant impacts.

C. The manner in which transportation effects are analyzed under CEQA changed dramatically when Senate Bill 743 (“SB 743”) was adopted in 2013. SB 743 and its implementing regulations require that transportation impacts throughout the state no longer be measured in terms of vehicle delay, but instead in terms of how many Vehicle Miles Traveled (“VMT”) a project generates.

D. Transportation demand management strategies have traditionally been utilized to change travel behavior as a way of reducing VMT. These strategies are generally most effective in urban areas where a project site is accessible through multiple travel modes offering similar travel times and convenience.

E. However, these strategies are less effective in low-density suburban and rural areas, such as Western Riverside County. As a result, Western Riverside County needs a coordinated regional approach.

F. To address these needs, WRCOG has established a Voluntary VMT Exchange Program (the “Program”) that allows Credit Users to agree to fund a predetermined VMT-reducing project submitted by a Credit Generator.

G. Participant desires to participate in the Program as a Credit Generator.

H. The purpose of this Agreement is to outline the terms and conditions of the Participant’s voluntary participation in the Program.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

AGREEMENT

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

2. Definitions.

- (a) “Credit” shall mean a VMT reduction credit.
- (b) “Credit Generator” shall mean an entity that implements some action which produces a Credit. For the purposes of this Agreement, Participant is a Credit Generator.
- (c) “Credit Generating Item” shall mean a specific project or action which may produce a Credit.
- (d) “Credit User” shall mean a land development or transportation project administrator that needs a Credit for the purpose of CEQA mitigation.
- (e) “Program Manual” shall mean the Western Riverside Council of Governments Voluntary VMT Exchange Program Implementation Manual as may be amended from time to time.

3. Term and Termination

(a) Term. The term of this Agreement shall commence on the Effective Date and shall remain in effect until terminated in accordance with Section 3(b) of this Agreement.

(b) Termination.

(i) Termination for Convenience. Either Party may terminate this Agreement upon three (3) months written notice, except that this Agreement shall remain in effect as to any Credit-Generating Item for which Credit Purchase Agreement has been executed but not completed. However, in the event that there are any Credit-Generating Items submitted by Participant that remain which are subject to a Credit Purchase Agreement, Participant may only terminate this Agreement upon the completion of such Credit-Generating Items.

(ii) Termination for Breach. WRCOG reserves the right to terminate this Agreement in the event of Participant’s violation of this Agreement and non-compliance with the Program Manual. Upon receipt of written notice from WRCOG regarding the violation, Participant shall have thirty (30) days to correct the violation. Failure to cure the violation within the thirty (30) day period shall result in the termination of this Agreement.

4. Participant Responsibilities.

(a) Submission of Credit-Generating Items. Upon execution of this Agreement, Participant can then submit Credit-Generating Items for use in the Program by utilizing a Credit-Generating Item Form as further described in the Program Manual. Credit-Generating Items are subject to approval by WRCOG as the Program Administrator pursuant to the process as outlined in the Program Manual.

(i) Qualification and Accuracy of Information. Participant agrees that any Credit-Generating Items that are submitted to the Program shall provide the necessary information as provided in the Program Manual Section III.D.4. In addition, Participant is solely

responsible for providing accurate information regarding their Credit-Generating Items submitted. Inaccurate information may result in removal of the Credit-Generating Item from the Program.

(ii) Credit User Agreement. Upon the selection of a Credit-Generating Item submitted by Participant by a Credit User, the WRCOG shall enter into a Credit Purchase Agreement with the Credit User. The Credit Purchase Agreement shall substantially be in the form as presented in the Program Manual.

(iii) Avoidance of Duplicate Mitigation. Participant agrees that any Credit-Generating Items submitted to WRCOG shall not be used to satisfy multiple instances of mitigation. This includes, but is not limited to, placing Credit-Generating-Items on multiple exchanges at once.

(iv) Disputes. In the event of any disputes regarding a Credit-Generating Item occurring under this Agreement, Participant agrees to follow the dispute procedures as outlined in Program Manual.

(v) Removal of Credit-Generating Items. Participant understands and agrees that Credit-Generating Items placed into the Program shall remain in the Program unless otherwise approved in writing by WRCOG.

(vi) Credit Generating Item Completion. To the extent practicable, Participant shall ensure that the Credit-Generating Item is carried out or completed once it has been assigned to a Credit User and Participant has received payment for the Credits. Participant shall take all steps reasonably necessary to ensure that the Credit-Generating Item is carried out or completed. Upon completion of the Credit-Generating Item, Participant shall provide WRCOG with a completion form.

(b) Laws and Regulations. Participant 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 its obligations under this Agreement. In addition, Participant shall comply with the Program Manual, as may be amended from time to time.

5. WRCOG Responsibilities.

(a) Program Administration. WRCOG agrees to administer the Program in accordance with the Program Manual, as may be amended from time to time.

(b) Allocation of Funds. WRCOG shall collect and allocate funds from Credit Users when Participant's Credit Generating Item is selected.

(c) Credit Transfer. Following the execution of the Credit Purchase Agreement by WRCOG and the Credit User, WRCOG will transfer the credits from the program to the Credit User for their use.

(d) Technical Assistance. WRCOG agrees to provide technical assistance to quantify the potential amount of credits a Credit Generating Item produces, ensure compliance

with Program Manual, and take appropriate measures to address any discrepancies or concerns with the submission of Credit Generating Items.

(e) Transparency. WRCOG agrees to maintain transparency in all Program-related matters, including calculation methodologies, maintenance of the exchange list, and distribution of credit-generating items, ensuring fair and equitable treatment of all participants.

6. Indemnity.

(a) To the fullest extent permitted by law, Participant shall defend, at Participant's sole cost and expense, indemnify, protect, and hold harmless WRCOG, its officers, directors, employees, and agents (collectively the "WRCOG Indemnified Parties"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not limited to Claims arising from injuries to or death of persons (Participant's employees included), for damage to property, including property owned by WRCOG, or from any violation of any federal, state, or local law or ordinance, alleged to be caused by the negligent acts, omissions or willful misconduct of Participant, its officers, directors, employees or agents in connection with or arising out of the construction and/or operation of any Credit-Generating Items submitted to the Program by Participant as well as performance of Participant's obligations under this Agreement.

(b) To the fullest extent permitted by law, WRCOG shall defend, at WRCOG's sole cost and expense, indemnify, protect, and hold harmless Participant, its officers, directors, employees, and agents (collectively the "Participant Indemnified Parties"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not limited to Claims arising from injuries to or death of persons (WRCOG's employees included), for damage to property, including property owned by Participant, or from any violation of any federal, state, or local law or ordinance, alleged to be caused by the negligent acts, omissions or willful misconduct of WRCOG, its officers, directors, employees or agents in connection with or arising out of the administration of the Program and the performance of its obligations under this Agreement. The indemnity obligations outlined in this Section 6(b) shall include any actions brought under the California Environmental Quality Act, the National Environmental Policy Act or other related action to the extent that such actions do not arise out of Participant's breach of this Agreement and/or noncompliance with the Program Manual.

(c) The indemnification and defense obligations of this Agreement shall survive its expiration or termination.

7. Insurance. During the term of this Agreement and for one (1) year thereafter, Participant shall maintain Commercial General Liability insurance. The Commercial General Liability insurance policy limits shall be not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury, death and property damage liability, and Two Million Dollars (\$2,000,000) in aggregate. Such insurance shall cover Participant's obligations under this Agreement and the actions of its employees, agents and subcontractors.

All policies shall be written by reputable insurance companies with a Best's policyholder rating of not less than A- VII.

Upon execution of this Agreement, Participant shall provide a Certificate of Insurance evidencing the insurance required herein. In no event shall the limits of any policy be considered as limiting the liability of Participant under this Agreement.

8. Miscellaneous Terms.

(a) Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Participant and WRCOG.

(b) Notice. Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to the following addresses and shall be effective upon receipt thereof:

WRCOG:

Western Riverside Council of Governments
3390 University Avenue, Suite #200
Riverside, CA 92501
Attn: Executive Director

PARTICIPANT:

City of Beaumont
550 E. 6th Street
Beaumont, CA 92223

(c) Entire Agreement. This Agreement represents the entire understanding of WRCOG and Participant 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.

(d) 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.

(e) 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, Participant 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 WRCOG. Any attempted assignment without such consent shall be invalid and void.

(f) 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.

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

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

(i) 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.

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

(k) 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.

(l) 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.

(m) 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.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR VOLUNTARY VMT EXCHANGE PROGRAM
PARTICIPATION AGREEMENT

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

WRCOG

PARTICIPANT

**WESTERN RIVERSIDE COUNCIL OF CITY OF BEAUMONT
GOVERNMENTS**

APPROVED BY:

Executive Director

APPROVED AS TO FORM:

Best Best & Krieger LLP
General Counsel

APPROVED BY:

Jessica Voigt
Mayor

APPROVED AS TO FORM:

DocuSigned by:


John Pinkney

SBEMPLP
General Counsel

Attachment

VMT Program Credit Generator
Participation Agreement with the City
of Riverside

VOLUNTARY VMT EXCHANGE PROGRAM PARTICIPATION AGREEMENT

This Participation Agreement (“Agreement”) is made as of _____ (“Effective Date”), by and between the Western Riverside Council of Governments, a California public agency (“WRCOG”) and the City of Riverside, a California charter city and municipal corporation (“Participant”). WRCOG and Participant are sometimes individually referred to as “Party” and collectively as “Parties”.

RECITALS

A. Before a California public agency issues a discretionary approval that authorizes an action with potential environmental impacts, the agency must first comply with the California Environmental Quality Act (“CEQA”) and disclose potential impacts to the environment.

B. The CEQA process may involve the imposition of “mitigation measures” which help to reduce a project’s potentially significant impacts.

C. The manner in which transportation effects are analyzed under CEQA changed dramatically when Senate Bill 743 (“SB 743”) was adopted in 2013. SB 743 and its implementing regulations require that transportation impacts throughout the state no longer be measured in terms of vehicle delay, but instead in terms of how many Vehicle Miles Traveled (“VMT”) a project generates.

D. Transportation demand management strategies have traditionally been utilized to change travel behavior as a way of reducing VMT. These strategies are generally most effective in urban areas where a project site is accessible through multiple travel modes offering similar travel times and convenience.

E. However, these strategies are less effective in low-density suburban and rural areas, such as Western Riverside County. As a result, Western Riverside County needs a coordinated regional approach.

F. To address these needs, WRCOG has established a Voluntary VMT Exchange Program (the “Program”) that allows Credit Users to agree to fund a predetermined VMT-reducing project submitted by a Credit Generator.

G. Participant desires to participate in the Program as a Credit Generator.

H. The purpose of this Agreement is to outline the terms and conditions of the Participant’s voluntary participation in the Program.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

AGREEMENT

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

2. Definitions.

- (a) “Credit” shall mean a VMT reduction credit.
- (b) “Credit Generator” shall mean an entity that implements some action which produces a Credit. For the purposes of this Agreement, Participant is a Credit Generator.
- (c) “Credit Generating Item” shall mean a specific project or action which may produce a Credit.
- (d) “Credit User” shall mean a land development or transportation project administrator that needs a Credit for the purpose of CEQA mitigation.
- (e) “Program Manual” shall mean the Western Riverside Council of Governments Voluntary VMT Exchange Program Implementation Manual as may be amended from time to time.

3. Term and Termination

(a) Term. The term of this Agreement shall commence on the Effective Date and shall remain in effect until terminated in accordance with Section 3(b) of this Agreement.

(b) Termination.

(i) Termination for Convenience. Either Party may terminate this Agreement upon three (3) months written notice, except that this Agreement shall remain in effect as to any Credit-Generating Item for which Credit Purchase Agreement has been executed but not completed. However, in the event that there are any Credit-Generating Items submitted by Participant that remain which are subject to a Credit Purchase Agreement, Participant may only terminate this Agreement upon the completion of such Credit-Generating Items.

(ii) Termination for Breach. WRCOG reserves the right to terminate this Agreement in the event of Participant’s violation of this Agreement and non-compliance with the Program Manual. Upon receipt of written notice from WRCOG regarding the violation, Participant shall have thirty (30) days to correct the violation. Failure to cure the violation within the thirty (30) day period shall result in the termination of this Agreement.

4. Participant Responsibilities.

(a) Submission of Credit-Generating Items. Upon execution of this Agreement, Participant can then submit Credit-Generating Items for use in the Program by utilizing a Credit-Generating Item Form as further described in the Program Manual. Credit-Generating Items are subject to approval by WRCOG as the Program Administrator pursuant to the process as outlined in the Program Manual.

(i) Qualification and Accuracy of Information. Participant agrees that any Credit-Generating Items that are submitted to the Program shall provide the necessary information as provided in the Program Manual Section III.D.4. In addition, Participant is solely

responsible for providing accurate information regarding their Credit-Generating Items submitted. Inaccurate information may result in removal of the Credit-Generating Item from the Program.

(ii) Credit User Agreement. Upon the selection of a Credit-Generating Item submitted by Participant by a Credit User, the WRCOG shall enter into a Credit Purchase Agreement with the Credit User. The Credit Purchase Agreement shall substantially be in the form as presented in the Program Manual.

(iii) Avoidance of Duplicate Mitigation. Participant agrees that any Credit-Generating Items submitted to WRCOG shall not be used to satisfy multiple instances of mitigation. This includes, but is not limited to, placing Credit-Generating-Items on multiple exchanges at once.

(iv) Disputes. In the event of any disputes regarding a Credit-Generating Item occurring under this Agreement, Participant agrees to follow the dispute procedures as outlined in Program Manual.

(v) Removal of Credit-Generating Items. Participant understands and agrees that Credit-Generating Items placed into the Program shall remain in the Program unless otherwise approved in writing by WRCOG.

(vi) Credit Generating Item Completion. To the extent practicable, Participant shall ensure that the Credit-Generating Item is carried out or completed once it has been assigned to a Credit User and Participant has received payment for the Credits. Participant shall take all steps reasonably necessary to ensure that the Credit-Generating Item is carried out or completed. Upon completion of the Credit-Generating Item, Participant shall provide WRCOG with a completion form.

(b) Laws and Regulations. Participant 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 its obligations under this Agreement. In addition, Participant shall comply with the Program Manual, as may be amended from time to time.

5. WRCOG Responsibilities.

(a) Program Administration. WRCOG agrees to administer the Program in accordance with the Program Manual, as may be amended from time to time.

(b) Allocation of Funds. WRCOG shall collect and allocate funds from Credit Users when Participant's Credit Generating Item is selected.

(c) Credit Transfer. Following the execution of the Credit Purchase Agreement by WRCOG and the Credit User, WRCOG will transfer the credits from the program to the Credit User for their use.

(d) Technical Assistance. WRCOG agrees to provide technical assistance to quantify the potential amount of credits a Credit Generating Item produces, ensure compliance

with Program Manual, and take appropriate measures to address any discrepancies or concerns with the submission of Credit Generating Items.

(e) Transparency. WRCOG agrees to maintain transparency in all Program-related matters, including calculation methodologies, maintenance of the exchange list, and distribution of credit-generating items, ensuring fair and equitable treatment of all participants.

6. Indemnity.

(a) To the fullest extent permitted by law, Participant shall defend, at Participant's sole cost and expense, indemnify, protect, and hold harmless WRCOG, its officers, directors, employees, and agents (collectively the "WRCOG Indemnified Parties"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not limited to Claims arising from injuries to or death of persons (Participant's employees included), for damage to property, including property owned by WRCOG, or from any violation of any federal, state, or local law or ordinance, alleged to be caused by the negligent acts, omissions or willful misconduct of Participant, its officers, directors, employees or agents in connection with or arising out of the construction and/or operation of any Credit-Generating Items submitted to the Program by Participant as well as performance of Participant's obligations under this Agreement.

(b) To the fullest extent permitted by law, WRCOG shall defend, at WRCOG's sole cost and expense, indemnify, protect, and hold harmless Participant, its officers, directors, employees, and agents (collectively the "Participant Indemnified Parties"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not limited to Claims arising from injuries to or death of persons (WRCOG's employees included), for damage to property, including property owned by Participant, or from any violation of any federal, state, or local law or ordinance, alleged to be caused by the negligent acts, omissions or willful misconduct of WRCOG, its officers, directors, employees or agents in connection with or arising out of the administration of the Program and the performance of its obligations under this Agreement. The indemnity obligations outlined in this Section 6(b) shall include any actions brought under the California Environmental Quality Act, the National Environmental Policy Act or other related action to the extent that such actions do not arise out of Participant's breach of this Agreement and/or noncompliance with the Program Manual.

(c) The indemnification and defense obligations of this Agreement shall survive its expiration or termination.

7. Insurance. During the term of this Agreement and for one (1) year thereafter, Participant shall maintain Commercial General Liability insurance. The Commercial General Liability insurance policy limits shall be not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury, death and property damage liability, and Two Million Dollars (\$2,000,000) in aggregate. Such insurance shall cover Participant's obligations under this Agreement and the actions of its employees, agents and subcontractors.

All policies shall be written by reputable insurance companies with a Best's policyholder rating of not less than A- VII.

Upon execution of this Agreement, Participant shall provide a Certificate of Insurance evidencing the insurance required herein. In no event shall the limits of any policy be considered as limiting the liability of Participant under this Agreement.

8. Miscellaneous Terms.

(a) Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Participant and WRCOG.

(b) Notice. Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to the following addresses and shall be effective upon receipt thereof:

WRCOG:

Western Riverside Council of Governments
1955 Chicago Avenue, Suite #200
Riverside, CA 92507
Attn: Executive Director

PARTICIPANT:

City of Riverside
3900 Main Street
Riverside, CA 92522
Attn: City Clerk

(c) Entire Agreement. This Agreement represents the entire understanding of WRCOG and Participant 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.

(d) 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.

(e) 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, Participant 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 WRCOG. Any attempted assignment without such consent shall be invalid and void.

(f) 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.

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

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

(i) 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.

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

(k) 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.

(l) 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.

(m) 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.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR VOLUNTARY VMT EXCHANGE PROGRAM
PARTICIPATION AGREEMENT**

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

WRCOG

PARTICIPANT

**WESTERN RIVERSIDE COUNCIL OF CITY OF RIVERSIDE, a California charter
GOVERNMENTS city and municipal corporation**

APPROVED BY:

Best Best & Krieger LLP
General Counsel

APPROVED AS TO FORM:

APPROVED BY:

Nathan Mustafa / For

9E5604F6741A4E7
Nathan Mustafa / For
City Manager

APPROVED AS TO FORM:

Signed by:


Anthony Beaumont

ALB

ATTESTED:

Signed by:


Donesia Gause
529B10325568416...

City Clerk



Western Riverside Council of Governments

WRCOG Executive Committee

Staff Report

Subject: TUMF Program Activities Update: One TUMF Reimbursement Agreement and One TUMF Reimbursement Agreement Amendment

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

Date: February 2, 2026

Recommended Action(s):

1. Authorize the Executive Director to execute a TUMF Reimbursement Agreement with the City of Norco for the Planning, Engineering, and Construction Phases for improvements on Hamner Avenue between Detroit Avenue and the Santa Ana River in an amount not to exceed \$4,000,000.
2. Authorize the Executive Director to execute a TUMF Reimbursement Agreement Amendment with the City of Perris for the Engineering, Right-of-Way, and Construction phases of the Perris Boulevard Project in an amount not to exceed \$4,971,371.

Summary:

The City of Norco is requesting to enter into a TUMF Reimbursement Agreement for the installation of approximately 1,600 feet of new sound walls along Hamner Avenue for environmental mitigation purposes, between Detroit Avenue and the Santa Ana River. The City of Perris is requesting to enter into a TUMF Reimbursement Agreement Amendment for the Perris Boulevard Widening project.

The total allocation of money across all projects is \$8,971,371.

Purpose / WRCOG 2022-2027 Strategic Plan Goal:

The purpose of this item is to request the approval of one TUMF Reimbursement Agreement 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 Agreement:

1. The proposed Hamner Avenue Soundwall Project will perform the installation of new soundwalls along the east and west sides of Hamner Avenue between Detroit Avenue and the Santa Ana River. The amount of funding in the Planning, Engineering, and Construction Phases is set not to exceed \$4,000,000.

TUMF Reimbursement Agreement Amendments:

1. The proposed Perris Boulevard Widening Project amendment will amend two previously approved reimbursement agreements, combining them into one. The first agreement was written for the Engineering Phase of the project for \$150,000. The second agreement was for the Right-of-Way and Construction Phases of the project for \$4,327,570. The City is requesting an increase to the combined amount of the previous two agreements for the Engineering, Right-of-Way, and Construction Phases of the project in an amount of \$493,801, for a total not to exceed \$4,971,371.

Prior Action(s):

June 5, 2017: The Executive Committee authorized the Executive Director to execute a TUMF Reimbursement Agreement with the City of Perris for the Right-of-Way and Construction Phases of the Perris Boulevard Widening project in an amount not to exceed \$4,327,570.

May 5, 2014: The Executive Committee authorized the Executive Director to execute a TUMF Reimbursement Agreement with the City of Perris for the Engineering Phase of the Perris Boulevard Widening project in an amount not to exceed \$150,000.

Financial Summary:

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

Attachment(s):

[Attachment 1 - TUMF Reimbursement Agreement - Hamner Avenue \(Detroit Street to Santa Ana River\) \(\(25-NW-NOR-1402\)\).pdf](#)

[Attachment 2 - TUMF Reimbursement Agreement - Amendment No. 1 - Perris Boulevard Widening \(13-CN-PER-1164\).pdf](#)

Attachment

TUMF Reimbursement Agreement –
Hamner Avenue Road Improvements
(Detroit Street to Santa Ana River)

25-NW-NOR-1402

**TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM
AGREEMENT TO REIMBURSE TUMF FUNDS
HAMNER AVENUE (DETROIT STREET TO SANTA ANA RIVER)**

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 Norco**, a California municipal corporation, a subdivision of the State (“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 Hamner Avenue Sound Wall 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) R/W – Right of Way Acquisition and Utility Relocation
- 4) CON – Construction

2. **WRCOG Funding Amount.** WRCOG hereby agrees to distribute to AGENCY, on the terms and conditions set forth herein, a sum not to exceed **Four Million Dollars and zero cents (\$4,000,000)**, 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. Local Match Funding. AGENCY local match funding is not required, as shown in Exhibit "A" and as called out in the AGENCY's Project Nomination Form submitted to WRCOG in response to its Call for Projects."

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

12. Representatives of the Parties. WRCOG's Executive Director, or his or her designee, shall serve as WRCOG's representative and shall have the authority to act on behalf of WRCOG for all purposes under this Agreement. The AGENCY hereby designates **the Director of Public Works**, 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 Norco
2870 Clark Avenue
Norco, CA 92860
Attn: Sam Nelson, Director of Public Works
Telephone: (951) 270-5617

If to WRCOG: Western Riverside Council of Governments
1955 Chicago Avenue; Suite 200
Riverside, California 92507
Attention: Christopher Gray, Deputy Executive Director
Telephone: (951) 405-6710
Facsimile: (951) 223-9720

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

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

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

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

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

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

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

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

40. Electronic Signatures. Each Party to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement as well as any amendments to this Agreement. The Parties further agree that the electronic signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this Section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

[SIGNATURES ON FOLLOWING PAGE]

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

WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS

CITY OF NORCO

By: _____ Date: _____
Executive Director

By: _____ Date: _____
Mayor

Approved to Form:

By: _____ Date: _____
General Counsel

EXHIBIT “A”
SCOPE OF WORK

SCOPE OF WORK: Scope of work includes the installation of approximately 1,600 LF of new soundwall along the east and west sides of Hamner Avenue between Detroit Avenue and the Santa Ana River (See Exhibit A-3)

PA&ED will include preliminary engineering, environmental studies, and preparation of CEQA/NEPA documentation necessary to secure environmental clearance. The PS&E phase will develop detailed engineering plans, technical specifications, and cost estimates, as well as complete utility coordination, design reviews, and preparation of bid-ready documents. The Construction phase will involve mobilization, traffic control, site preparation, utility verification, installation of soundwall foundations and panels, necessary drainage modifications, and project close-out activities including testing, inspection, and preparation of as-built documentation.

EXHIBIT “A-1”
ESTIMATE OF COST

Phase	TUMF	LOCAL	TOTAL
PA&ED	\$100,000		\$100,000
PS&E	\$900,000		\$900,000
RIGHT OF WAY			
CONSTRUCTION	\$3,000,000		\$3,000,000
TOTAL	\$4,000,000		\$4,000,000

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

Phase	Estimated Completion Date	Estimated Cost	Comments
PA&ED	3/1/26	\$100,000	
PS&E	9/1/26	\$900,000	
RIGHT OF WAY	N/A	N/A	
CONSTRUCTION	4/1/27	\$3,000,000	
TOTAL		\$4,000,000	

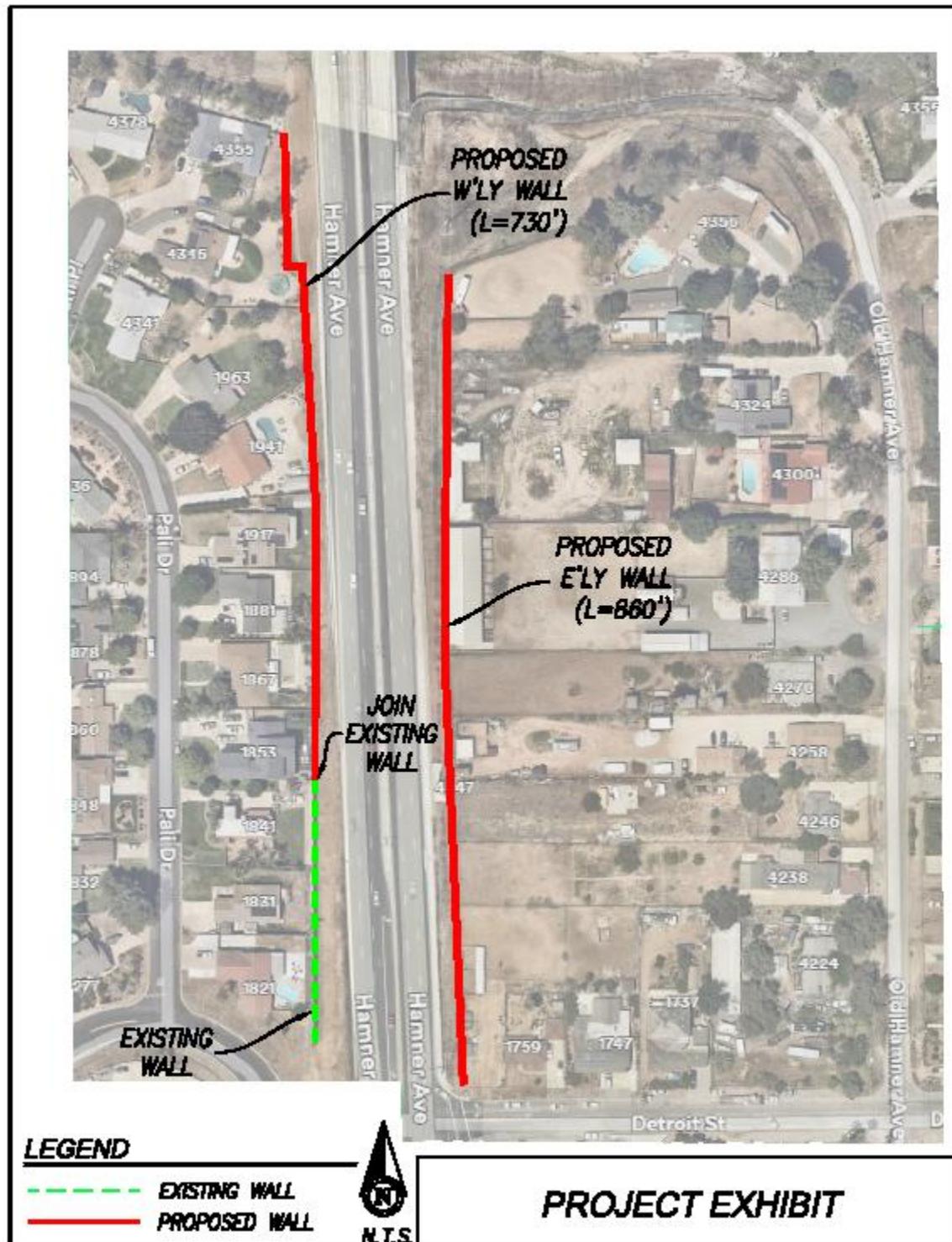


Exhibit A - 3
Page 15 of 15

Attachment

TUMF Reimbursement Agreement –
Amendment No. 1 – Perris Boulevard
Widening (I-215 to Case Road)

((13-CN-PER-1164))

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

PERRIS BOULEVARD WIDENING (I-215 TO CASE ROAD)

This Amendment No. 1 to Transportation Uniform Mitigation Fee Program Agreement (“Amendment No. 1”) is entered into this _____ day of _____, 2025, by and between the WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS (“WRCOG”) and **CITY OF PERRIS** (“AGENCY”). WRCOG and the AGENCY are sometimes referred to individually as “Party” and collectively as “Parties.”

RECITALS

A. WRCOG and AGENCY have entered into an agreement titled “Transportation Uniform Mitigation Fee Program Agreement” that is dated June 10, 2014 (“PSE Agreement”). The PSE Agreement provides the terms and conditions, scope of work, schedule, and funding amount for the planning of the **Perris Boulevard Widening (I-215 to Case Road) Project** (hereinafter the “Project”).

B. WRCOG and AGENCY have entered into an agreement titled “Transportation Uniform Mitigation Fee Program Agreement” that is dated August 14, 2017 (“Construction Agreement”). The Construction Agreement provides the terms and conditions, scope of work, schedule, and funding amount for the construction of the Project.

C. Agency completed construction for Perris Boulevard Widening, Phase 1 (I-215 to 4th Street) in 2018. Agency is ready to initiate Right-of-Way acquisition activity for Phase 2 of Perris Boulevard Widening (4th Street to Case Road) and securing Right-of-Way funding from

the TUMF Central Zone will allow the Agency to move forward with the project.

D. The Parties desire to amend the Construction Agreement in order to consolidate the two agreements into one agreement and increase the funding amount pursuant to Sections 6 and 33 of the Agreement.

AGREEMENT

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

1. The Parties acknowledge that this Amendment No. 1 is intended to incorporate the Plans, Specifications, and Estimates (“PSE”) outlined in the PSE Agreement into the existing Construction Agreement between WRCOG and the City of Perris. Upon the execution of this Amendment, the PSE Agreement shall terminated in its entirety, and no further payments, obligations, or reimbursements shall be made under the PSE Agreement. All remaining PSE-related obligations, rights, and funding eligibility are hereby rolled into and governed by the Construction Agreement, as amended herein.

2. Section 1 of the Construction Agreement is hereby amended to include the following phase: “2) PS&E – Plans, Specifications and Estimates”.

3. To reflect the addition of \$150,000 from the PSE Agreement and reflect the increase of funding pursuant to this Amendment No. 1, the Funding Amount contained in Section 2 of the Construction Agreement is hereby increased by Four Hundred Ninety Three Thousand Eight Hundred One Dollars (\$493,801), from Four Million Four Hundred Seventy Seven Thousand Five Hundred Seventy Dollars (\$4,477,570) to an amount not to exceed Four

Million Nine Hundred Seventy One Thousand Three Hundred Seventy One Dollars (\$4,971,371).

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

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

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

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

8. Section 39 is hereby added to the Construction Agreement to read as follows:

"39. Electronic Signatures. Each Party to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ((“CUETA”)) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement as well as any amendments to this Agreement . The Parties further agree that the electronic signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically

associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this Section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code."

[SIGNATURES ON FOLLOWING PAGE]

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

WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS

CITY OF PERRIS

By: _____

By: _____
Clara Miramontes, City Manager

Approved to Form:

By: _____
Steven C. DeBaun
General Counsel

Approved to Form:

By: _____
Sunny K. Soltani
City Attorney

Attest:

By: _____
Nancy Salazar
City Clerk

Exhibit A
SCOPE OF SERVICES

1. SCOPE OF WORK:

Widening of Perris Boulevard between Case Road and Interstate 215 within the city of Perris: Widening from two to four lanes (two lanes in each direction), with additional turning pockets at major intersections as warranted by traffic volumes/studies. The Project length is 1 mile (2 lane miles). Within the project reach, most areas have two existing lanes (some segments have an existing turn pocket). The project is anticipated to be developed in two or more segments/phases, rather than the entire reach at one time.

Along with lane widening, curb, gutter, and sidewalks will be installed throughout the project limits, and where necessary traffic signal modifications will be completed. The Project is located entirely within Perris City Limits, and the City will be the lead agency for all project phases/segments.

Construction for Phase 1 (I-215 to 4th Street) was completed in 2018. Phase 2 (4th Street to Case Road) will begin construction once Right-of-Way and PS&E phases are complete.

EXHIBIT "A-1"**ESTIMATE OF COST**

Phase	TUMF	LOCAL	TOTAL
PA&ED			
PS&E	\$150,000.00		\$150,000.00
RIGHT OF WAY	\$2,627,570.00		\$2,627,570.00
CONSTRUCTION	\$2,193,801.00		\$2,193,801.00
TOTAL	\$4,971,371.00		\$4,971,371.00

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

Phase	Estimated Completion Date	Estimated Cost	Comments
PA&ED			
PS&E		\$150,000.00	
RIGHT OF WAY	June 2028	\$2,627,570.00	
CONSTRUCTION	June 2030	\$2,193,801.00	
TOTAL		\$4,971,371.00	



Western Riverside Council of Governments

WRCOG Executive Committee

Staff Report

Subject: **Property Management Services for 1955 Chicago Avenue**
Contact: **Casey Dailey, Director of Energy & Environmental Programs, cdailey@wrcog.us, (951) 405-6720**
Date: **February 2, 2026**

Recommended Action(s):

1. Authorize the execution of a Professional Services Agreement with The Larchmont Group for comprehensive property management services for 1955 Chicago Avenue.

Summary:

This purpose of this item is to enter into a Professional Services Agreement with The Larchmont Group to perform comprehensive property management services for WRCOG's new headquarters, located at 1955 Chicago Avenue, Riverside, CA. The Larchmont Group was selected based on its years of experience and a strong recommendation from WRCOG's real estate broker. Staff met with The Larchmont Group and, based on the discussion and feedback, a proposal is being recommended for approval.

Purpose / WRCOG 2022-2027 Strategic Plan Goal:

The purpose of this item is to provide an update on Property Management Services for 1955 Chicago Avenue. This effort aligns with WRCOG's 2022-2027 Strategic Plan Goal #3 (Ensure fiscal solvency and stability of the Western Riverside Council of Governments).

Discussion:

Background

In April 2025, WRCOG acquired 1955 Chicago Avenue to serve as its new headquarters. Throughout the history of WRCOG, it has never owned its own facility and has rented commercial space in different locations. As a result, the functions of property management, facility management, construction management, tenant relations, and rent collection and reconciliation have never been an area WRCOG has established a capacity to undertake. As part of the acquisition of the property, WRCOG inherited a property management firm which was previously responsible for the services described in this Report.

In September 2025, WRCOG terminated the agreement with the previous property management firm and has since attempted to provide the level of comprehensive property management services described

in this Report, through expanding existing staff's responsibilities.

Present Situation

Over the last several months, it has become clear that a professional property management firm is needed in order to provide the quality and level of services expected by WRCOG as a landlord, and existing staff has neither the expertise nor bandwidth to perform those tasks to the expected level of service needed. In December of 2025, WRCOG began seeking informal proposals from existing property management firms. Interviews were scheduled with two firms recommended from WRCOG's existing real estate broker. One of the firms declined to be interviewed based on WRCOG's requirements including the provision of prevailing wage for all required contracts. WRCOG staff met with The Larchmont Group and is recommending it for approval.

Established in 2007, The Larchmont Group brings nearly two decades of proven expertise in the management of complex, mission-critical facilities. It has successfully overseen properties occupied by agencies such as the Riverside County Sheriff's Department, the Department of Justice, and the Federal Bureau of Investigation. Its team has extensive experience performing tenant improvement projects and coordinating with recurring vendors subject to prevailing wage requirements. Having this background enables The Larchmont Group to manage sensitive environments with precision, maintain strict regulatory adherence, and ensure all service providers meet the highest standards of compliance and workmanship

The Larchmont Group is being recommended for approval based on its 19 years of experience and its comprehensive approach to property management, which includes full-service property management and construction management services. It also has the ability to provide accounting & financial reporting-related services. Staff is not proposing to include the accounting & finance services offered at this point, but has included it in the agreement as an option, should the need arise.

Based on its proposal, The Larchmont Group will perform the following functions as part of the agreement with WRCOG:

Property Management:

- Full spectrum property oversight
- Tenant engagement and support
- Facility operations and proactive maintenance planning
- Lease tracking and administration
- Vendor coordination and performance oversight
- Compliance monitoring for contracts and insurance
- Development and management of annual budgets
- Around-the-clock tenant response availability

The all-in pricing proposal of \$3,000/month is approximately \$500/month more than the initial company providing the services to WRCOG when the building was acquired. Staff believes the additional costs are worth it due to the experience, qualifications, and scope and quality of services of The Larchmont Group.

In the event WRCOG requires construction management services, The Larchmont Group is able to

provide those services described below for an additional fee of 2% - 3% of the project's hard costs.

Construction Management (additional service not included in base price):

- Identifying strategic needs and optimal uses for all asset locations
- Engaging architectural, engineering, and consulting partners
- Preparing and managing project budgets with cost oversight
- Securing financing through debt and equity channels
- Overseeing design, development, and construction phases

Staff is recommending approval of a Professional Services Agreement with The Larchmont Group at a monthly rate of \$3,000 for comprehensive property management services for a one-year agreement with options for four additional, one-year terms with written approval.

Prior Action(s):

None.

Financial Summary:

Property management services are included in WRCOG's adopted Fiscal Year 2025/2026 budget under the General Fund (Fund 110), program code 4300.

Attachment(s):

[Attachment 1 - PSA with The Larchmont Group Professional Services Agreement for Property Management Services.pdf](#)

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS PROFESSIONAL SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this 2nd day of February, 2026, by and between the Western Riverside Council of Governments ("WRCOG"), a California public agency, and **The Larchmont Group, a business** ("Consultant"). WRCOG and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

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

2.2 Project.

WRCOG desires to engage Consultant to render such professional services for the **Property Management Services for the property located at 1955 Chicago Avenue, Riverside, CA** ("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 **Oversite of building systems and proactive maintenance planning, Management of property/building, vendor performance, and contract adherence, contract negotiations and executions, strategic vendor bidding to optimize costs and logistics, handling all tenant maintenance requests and customer service, annual budgeting services and lease administration services** necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference, and which are stated in the proposal to WRCOG and approved by WRCOG's Executive Committee. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from **February 2, 2026, to June 30, 2027**, unless earlier terminated as provided herein. WRCOG shall have the option, in its sole discretion, to extend this Agreement for up to four (4) additional one-year periods ("Option Terms") upon written notice to Consultant prior to the expiration of the then-current term. Each Option Term shall be subject to the same terms and conditions as this Agreement, unless otherwise agreed in writing by the Parties. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

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

3.2.2 Schedule of Services. Services shall be performed on an ongoing and as-needed basis throughout the Term of the Agreement, in accordance with Exhibit "A" (Scope of Services), and as reasonably directed by WRCOG's Representative. No fixed milestones or deliverable dates are required unless separately authorized in writing by WRCOG.

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:

Chris Gray, Deputy Executive Director
Lisa Hood, President

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

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

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

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

3.2.10 Insurance.

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

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

(A) Minimum Scope of Insurance. Coverage shall be at least

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

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

3.2.10.3 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.

3.2.10.4 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.

3.2.10.5 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.

3.2.10.6 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.

3.2.10.7 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.

3.2.10.8 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 "B" attached hereto and incorporated herein by reference. The total base compensation for Property Management Services shall not exceed the amounts set forth in Exhibit "B," unless otherwise approved in writing by WRCOG's Deputy Executive Director, or his or her designee, without written approval of WRCOG's **Deputy Executive Director, or his or her designee**. Extra Work may be authorized, as described below, and, if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to WRCOG a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall contain the invoice number and date; remittance address; Agreement number 2026-12-0000-001, 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: The Larchmont Group
2279 Eagle Glen Parkway, 112-141
Corona, CA
Attn: Lisa Hood

**WRCOG: Western Riverside Council of Governments
1955 Chicago Avenue, Suite 200
Riverside, CA 92507
Attn: Chris 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.

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: _____
Chris Gray
Deputy Executive Director

APPROVED AS TO FORM:

By: _____
General Counsel
Best Best & Krieger LLP

By: _____
Andrew Ruiz
Chief Financial Officer

THE LARCHMONT GROUP

By: _____
Lisa Hood
President

ATTEST:

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"

SCOPE OF SERVICES

1. **Property Management**

- Full Spectrum property oversight
- Tenant engagement and support
- Facility operations and proactive maintenance planning
- Lease tracking and administration
- Vendor coordination and performance oversight
- Compliance monitoring for contracts and insurance
- Development and management of annual budgets
- Round-the-clock tenant response availability

2. **Construction Management**

- Identifying strategic needs and optimal uses for all asset locations
- Engaging architectural, engineering, and consulting partners
- Preparing and managing project budgets with cost oversight
- Securing financing through debt and equity channels
- Overseeing design, development, and construction phases

3. **Optional Services - Accounting & Finance (not included in base monthly fee)**

- Monthly accounts payable and receivable
- Property Accounting
- Job Cost Construction and Project Accounting
- Monthly/Quarterly financial reporting
- Variance Analysis
- Calculation of Annual CAM Estimates and Reconciliation
- Loan Compliance

Optional services are not included in the base monthly compensation and shall only be performed if expressly authorized in writing by WRCOG in accordance with the Extra Work provisions of this Agreement.

EXHIBIT “B”

**COMPENSATION
BILLING RATES**

- Property Management: The greater of: (1) 3% of Monthly Total Gross Revenues of the asset, or (2) \$3,000 per month.
- Construction Management: 2%-3% of the Hard Costs
- Accounting & Finance Fees: \$1,500 per month (optional extra work, not included in base rate)



Western Riverside Council of Governments

WRCOG Executive Committee

Staff Report

Subject: Agreement Between WRCOG and PaulosAnalysis for the Development and Implementation of an I-REN Incentive Finder Tool

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

Date: February 2, 2026

Recommended Action(s):

1. Recommend that the WRCOG Executive Committee authorize the Executive Director to execute a Professional Services Agreement between WRCOG and PauloAnalysis for the Development and Implementation of an I-REN Incentive Finder tool.

Summary:

The purpose of this item is to seek approval for an agreement with PaulosAnalysis to develop and implement a customized Incentive Finder tool for I-REN. The tool simplifies access to federal, state, utility, regional, and local incentives by presenting customers with a tailored list of opportunities based on basic household information. Approval of this agreement will allow development of the residential tool to begin immediately and enable research into a commercial version to support I-REN's long-term strategic goals.

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

A growing priority for I-REN is improving customer access to energy efficiency and decarbonization resources across the residential, small and medium commercial, and industrial sectors throughout Riverside County, San Bernardino County, and the Coachella Valley. As I-REN's regional coordination role has expanded, staff has observed ongoing challenges for customers in identifying and accessing eligible incentives.

During May 2025 discussions related to early planning for the 2028–2032 I-REN Business Plan, the Executive Committee expressed interest in strengthening support across all sectors. Rather than

applying for new sectors within the Business Plan, staff determined that existing programs administered by other Program Administrators would benefit from additional support to improve market penetration, allowing I-REN to avoid duplicative efforts while maximizing customer impact.

Following this direction, staff conducted outreach to third-party residential and commercial energy efficiency program administrators operating within the Riverside and San Bernardino region. Staff shared this work with the Executive Committee in prior committee meetings. Through this effort, staff identified a common barrier across sectors: customers face a fragmented incentive landscape that includes federal tax credits, statewide programs, utility rebates, regional initiatives, and local offerings, each with varying eligibility requirements. This fragmentation limits participation and reduces the effectiveness of programs already in the market.

In response, staff determined that developing a centralized, easy-to-use Incentive Finder tool would support existing programs, improve market penetration, and advance the Executive Committee's interest in serving multiple customer sectors. By providing clear, region-specific guidance, the Incentive Finder tool positions I-REN as a trusted regional resource while complementing, rather than duplicating, programs administered by other entities.

Current Situation

As part of this effort, staff conducted market research and evaluated available incentive-finder platforms to determine whether a competitive procurement was feasible. This review included federal and state incentive portals, utility rebate tools, and similar platforms used by California Community Choice Aggregators and Regional Energy Networks. Based on this assessment, staff determined that no alternative provider met I-REN's functional, technical, regional customization, and privacy requirements. PaulosAnalysis was identified as the only vendor capable of delivering an eligibility-based, continuously maintained, customizable incentive finder aligned with I-REN's program needs. A sole source justification has been prepared using this analysis and is being executed by WRCOG.

With this procurement framework in place, staff is proposing implementation of the Incentive Finder tool, developed by PaulosAnalysis.

The Incentive Finder is a web-based tool that provides customers with personalized incentive results based on a brief set of questions, such as ZIP code, income range, and household characteristics.

Using this information, the tool generates a tailored list of federal, state, utility, regional, and local incentives relevant to residents across the Inland Empire.

Designed to be intuitive and accessible, the tool will integrate seamlessly into the I-REN website and be maintained regularly to reflect updates to incentive programs. This supports I-REN's goal of reducing customer confusion, increasing awareness of available resources, and offering a clear point of entry into energy efficiency and decarbonization opportunities.

Importantly, the Incentive Finder is a proven model already deployed by eight California Community Choice Aggregators. These agencies use the tool to help customers identify applicable rebates and tax credits with accuracy and ease. By implementing the platform, I-REN will be among the first entities to scale the tool for use across a two-county region, building on a tested foundation while adapting it to meet Inland Empire needs.

As part of the agreement, PaulosAnalysis will also conduct research to scope a future Small Commercial Incentive Finder. This work will examine incentives available to small businesses, assess how a similar tool could serve commercial customers, and inform potential program expansion. This aligns with I-REN's long-term objective of supporting diverse market segments and expanding access to energy-saving solutions.

The Incentive Finder will enhance I-REN's program engagement by creating clearer participation pathways, supporting regional equity goals, and offering insight into general customer interests through non-identifying usage trends. At the January 2026 I-REN Executive Committee meeting, staff will introduce the tool's purpose and value, followed by a demonstration from the developer.

Prior Action(s):

January 20, 2026: The I-REN Executive Committee recommended that the WRCOG Executive Committee authorize the Executive Director to execute a Professional Services Agreement between WRCOG and PaulosAnalysis for the Development and Implementation of an I-REN Incentive Finder tool.

Financial Summary:

The Professional Services Agreement with PaulosAnalysis is for two years and has a not-to-exceed amount of \$70,500. Activities related to this Professional Services Agreement is included in WRCOG's adopted Fiscal Year 2025/2026 budget under the I-REN Fund (Fund 180).

Attachment(s):

[Attachment - Professional Services Agreement between WRCOG and PaulosAnalysis](#)

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

1. PARTIES AND DATE.

This Agreement is made and entered into this 2 day of February, 2026, by and between the Western Riverside Council of Governments, a California public agency ("WRCOG"), and **PaulosAnalysis, a Sole Proprietor** ("Consultant"). WRCOG and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Inland Regional Energy Network

The Inland Regional Energy Network ("I-REN") is a consortium of WRCOG, San Bernardino Associated Governments ("SANBAG") and the Coachella Valley Association of Governments ("CVAG") for the purpose of establishing and operating a locally administered, designed, and delivered energy efficiency program. WRCOG is the administrative lead of I-REN and is responsible for entering into contracts on behalf of I-REN.

2.2 Consultant.

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

2.3 Project.

WRCOG desires to engage Consultant to render such professional services for the development and implementation of the "Incentive Finder" tool for the Inland Regional Energy Network Program ("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 **Incentive Finder tool deployment and update** services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference, and which are stated in the proposal to WRCOG and approved by WRCOG's Executive Committee. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from date of execution **of this Agreement to December 31, 2027**, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement and shall meet any other

established schedules and deadlines.

3.2 Responsibilities of Consultant.

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

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

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

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

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

3.2.6 Consultant's Representative. Consultant hereby designates **Bentham Paulos**, 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, SANBAG, and/or CVAG for 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, SANBAG, CVAG, their respective Directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance.

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

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

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

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

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

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

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

(A) General Liability.

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

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

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

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, SANBAG's, or CVAG'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) Intentionally Omitted.

(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 if required by law, 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, SANBAG, CVAG, their respective 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, SANBAG, and CVAG as additional insureds 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 "A" attached hereto and incorporated herein by reference. The total compensation shall not exceed **SEVENTY THOUSAND FIVE HUNDRED DOLLARS (\$70,500.00)** without written approval of WRCOG's **Executive Director.** Extra Work may be authorized, as described below, and, if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to WRCOG a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall contain the invoice number and date; remittance address; Agreement number _____ - _____ - _____, 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 since 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: Bentham Paulos

Updated March 17, 2021

**1331 Peralta Avenue
Berkeley, CA 94702**

**WRCOG: Western Riverside Council of Governments
3390 University Avenue, Suite 200
Riverside, CA 92501
Attn: Director of Energy & Environmental Resources Dept**

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 Intellectual Property and Ownership of Work Product .

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive, non-transferable, non-assignable license for WRCOG to use and display software and databases developed by the Contractor, including any updates, on WRCOG's websites, as long as the licensing fees are paid up. WRCOG may not sublicense, assign, or transfer ownership or license of the software and databases except as permitted in writing by the Contractor. WRCOG agrees that it shall not copy or permit anyone else to copy the software and databases, or recreate the software and databases through reverse engineering or other means.

3.5.3.2 Intellectual Property. Ownership and control of the Intellectual Property prepared or developed by or on behalf of the Contractor under this Agreement is retained by the Contractor. WRCOG shall have use of the Intellectual Property developed or modified under this Agreement as long as licensing fees are paid up.

3.5.3.3 All materials and documents which were developed or prepared by the Contractor 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 Contractor. However, unless otherwise identified and stated prior to execution of this Agreement, the Contractor represents and warrants that it has the right to grant the exclusive and perpetual license for all such Intellectual Property as provided herein.

3.5.3.4 Intellectual Property owned and controlled by WRCOG, including branding content such as logos, typefaces, colors, and graphics, shall continue to be owned and controlled by WRCOG. Use of WRCOG's Intellectual Property needed to create the software and databases shall be granted to the Contractor as long as licensing fees are paid up. Authority further is granted by Contractor a non-exclusive license to provide partners of WRCOG with promotional materials, descriptions, and access to the Incentive Finder that use Intellectual Property otherwise owned by the Contractor.

3.5.3.5 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data provided to Consultant by WRCOG 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.

Infringement Indemnification. Consultant shall defend, indemnify, and hold WRCOG, SANBAG, CVAG, their respective 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 in compliance with this Agreement, 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, SANBAG, CVAG, their respective 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, SANBAG, CVAG, their respective Directors, officials, officers, consultants, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award, or decree that may be rendered against WRCOG, SANBAG, CVAG or their respective Directors, officials, officers, consultants, employees, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse WRCOG, SANBAG, CVAG and their respective 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, SANBAG, CVAG, their respective Directors, officials, officers, consultants, employees, agents, or volunteers. This section shall survive any expiration or termination of this Agreement. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

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

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

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

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

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

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

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

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

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

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

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

3.5.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely

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

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

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

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

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

3.6 Subcontracting.

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

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE TO
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
PROFESSIONAL SERVICES AGREEMENT

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

WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS

Bentham Paulos*
PaulosAnalysis

By: _____

By: _____

Title: _____

Title: _____



APPROVED AS TO FORM:

ATTEST:

By: _____

By: _____

General Counsel
Best Best & Krieger LLP

Its: _____

*A corporation requires the signatures of two corporate officers.

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

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

EXHIBIT "A"

SCOPE OF SERVICES



Proposal for
Inland Regional Energy Network

To set up and license
The Incentive Finder

and explore creating a similar tool
for Small Commercial Customers

From PaulosAnalysis & Govcentives
September 8, 2025

Bentham Paulos
Principal, PaulosAnalysis
ben@paulosanalysis.com
510-912-3001

1. INTRODUCTION

This proposal is in response to the Inland Regional Energy Network (I-REN) interest in adopting an Incentive Finder, to help its stakeholder audiences identify rebates, tax credits, and other incentives for home and transportation energy actions. It further would explore creating a similar tool for small commercial customers.

PaulosAnalysis and Govcentives have created, market, and maintain [The Incentive Finder](#), a web tool that helps California residential customers find the energy incentives they are specifically eligible for, based on their location and household information.

PaulosAnalysis collects, inputs, and manages the data for the Finder. PaulosAnalysis is a sole-proprietor consulting firm based in Berkeley, California. The principal is Bentham Paulos, an energy analyst and writer with over 30 years of professional experience. He has been a consultant since 2013, with clients including Lawrence Berkeley National Lab, Ava Community Energy, the Clean Energy States Alliance, and others.

Govcentives created and manage the software as subcontractors. Jerome Paulos is a computer science senior at Brown University, while Borgers is a recent CS graduate from Tufts University. Both have extensive skills and experience in programming and user experience design.

Determining eligibility and tailoring the results are things that set our Incentive Finder apart from other options. Many incentive guides simply point to a list of options and say “you may be eligible,” but leave it to the user to figure it out. Some focus only on one set of incentives – such as federal tax credits or home electrification – but leave out the rest. Some are not geographically accurate enough and deliver false positives.

The Finder database currently includes over 200 state, regional, and local incentives, plus taps an external database of additional federal tax credits. It includes rebates, tax credits, discounts, and financing programs for home and transportation-related energy measures. Additional non-energy programs have been included at the request of clients, such as local offerings like tree planting or water efficiency.

It also uses the customer’s reported income to alert them of their eligibility for energy assistance programs, such as CARE/FERA, LIHEAP, WAP, and ESA. This can help reach customers not already enrolled.

The Finder is in use by [Ava Community Energy](#), [MCE](#), [Peninsula Clean Energy](#), [Orange County Power Authority](#), and [Clean Energy Alliance](#), and is soon to be launched for San Jose Clean Energy and Santa Barbara Clean Energy. We would be happy to offer a demonstration of the Finder if requested.

The screenshot shows the Peninsula Clean Energy website. At the top, there is a "Start Over" button, the Peninsula Clean Energy logo with a stylized lightbulb icon, and a "Translate" button. The main heading is "Find Incentives to Reduce Carbon Emissions" over a background image of a beach at sunset. On the left, there is a "Save your results" section with an email input field, a "Send" button, and a checked "Join our newsletter" checkbox. Below this is a "Select your interests" section with various buttons for Solar & Battery Storage, Energy Bill Discount, E-Bikes, Water Heaters, Cars & Trucks, Public Transit, Heating & A/C, Cooking & Laundry, and Home Improvement. Further down is a "Select payout methods" section with buttons for Rebate, Discount, Tax Credit, and Financing/Loan. The right side displays three incentive cards: "Water Heater Rebate" (Up to \$4,000, Peninsula Clean Energy, Learn More), "Heat pump heating & cooling rebate" (\$1,500 + \$1,000, Peninsula Clean Energy, Learn More), and "Used Electric Vehicle Rebate" (\$2,000, Peninsula Clean Energy, Learn More).

This is a detailed view of the input form. It includes fields for ZIP Code* (94061), City* (Redwood City), Rent/Own* (Homeowner), Annual Household Income* (\$ 100,000), Tax Filing Type* (Joint), and Household Size* (3 people). Below the form is a note: "We'll use this to find incentives you're eligible for" and a "Get Results" button.

The Incentive Finder is in use by five California CCAs, with two more launching soon, and more in the works. These screen shots show Peninsula Clean Energy's use, for a homeowner in Redwood City with a household income of \$100,000.

An input form asks for six pieces of information, and delivers results that the user is specifically eligible for. A short description of the incentive is included, with a link to the source. Users can save their results by emailing them to themselves. No personally identifying information is needed.

The Finder was initially developed for Ava Community Energy, where Ben Paulos has served as a consultant for the past five years, writing the Ava newsletter, “[From the CEO’s Desk](#),” creating content for the Ava website (such as on [how to “go electric”](#)), generating program ideas, and writing proposals that have been funded.

2. Tasks

We propose two tasks for I-REN.

Task 1) Set up and run the Incentive Finder

To set up the Incentive Finder for I-REN and its audiences, we would first research all local and regional incentives, such as those offered by I-REN, CCAs, gas and electric utilities, local governments, regional agencies (air, transportation, water), and any other sources we can find. These would be added to federal and state incentives already in the database.

We would then code those incentives into the database, based on their eligibility rules -- most importantly location and household income. We believe it is necessary to balance accuracy against ease of use, so we only ask for Zip code, not street address. We feel that asking for street address would be considered invasive, and turn off some potential users concerned about privacy.

Once all incentives are identified and input, we would run a review process with I-REN staff and other interested parties, to ensure content is clear and accurate before launch.

The last setup step is to work with I-REN’s web manager to incorporate the Finder into the I-REN website. We have a few options for how this can be done, including hosting it on our own server, embedding it on a page on your site, or helping your web manager to incorporate their own interface. In all options, the tool will be seamless in look and use, using I-REN’s logo and branding. Some examples can be seen at the [MCE](#), [Peninsula](#), and [CEA](#) websites.

PROMOTION

For our current Incentive Finder clients, we leave the promotion up to their marketing team. If desired, we would be happy to develop marketing materials for the Finder and advise on promotional strategies, such as web advertising, postcards, and social media.

The Finder should be incorporated into other I-REN web content and promotional activities. For I-REN’s many partners and stakeholders, we recommend creating a graphic, some text, and a link to the Finder on the I-REN site. They can post these materials on their websites, newsletters, and social media accounts.

MONITORING

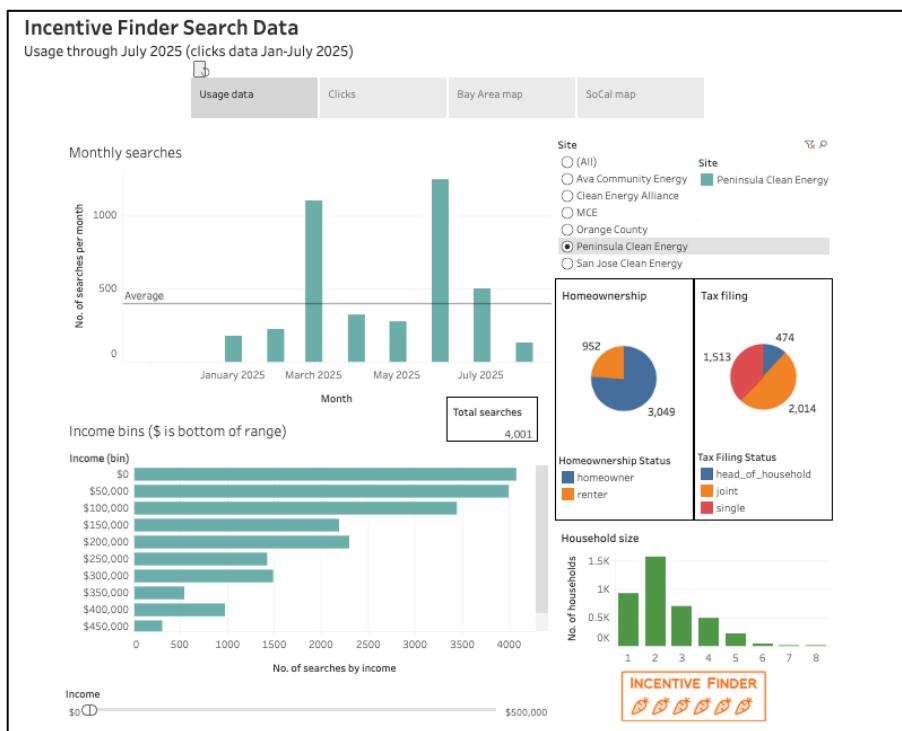
Once the Finder is up and running, we continually monitor for program changes. We have developed an AI-powered bot that monitors all incentives in the database and notifies us of changes. We also use web tools to keep track of emerging or new incentives, and follow news releases. We would appreciate tips from I-REN staff about local programs that may be hard to find through normal channels, such as from

local communities.

We also track usage of the Finder, and typically report it quarterly to clients. The data includes the number of users per month, the household information they enter (income, size, Zip code, homeownership, tax filing), and the incentives they click on, which indicates their areas of interest. We can also tie the Finder to your Google Analytics account.

We maintain the data in a Tableau dashboard, as shown below. These screen shots show data from Peninsula Clean Energy's use of the Finder. They have seen 4,000 searches since launch. Heat pump HVAC has been the incentive of greatest interest, followed by batteries and water heaters, while transportation was the most popular overall category. We can further map users by their reported income and location (Zip code).

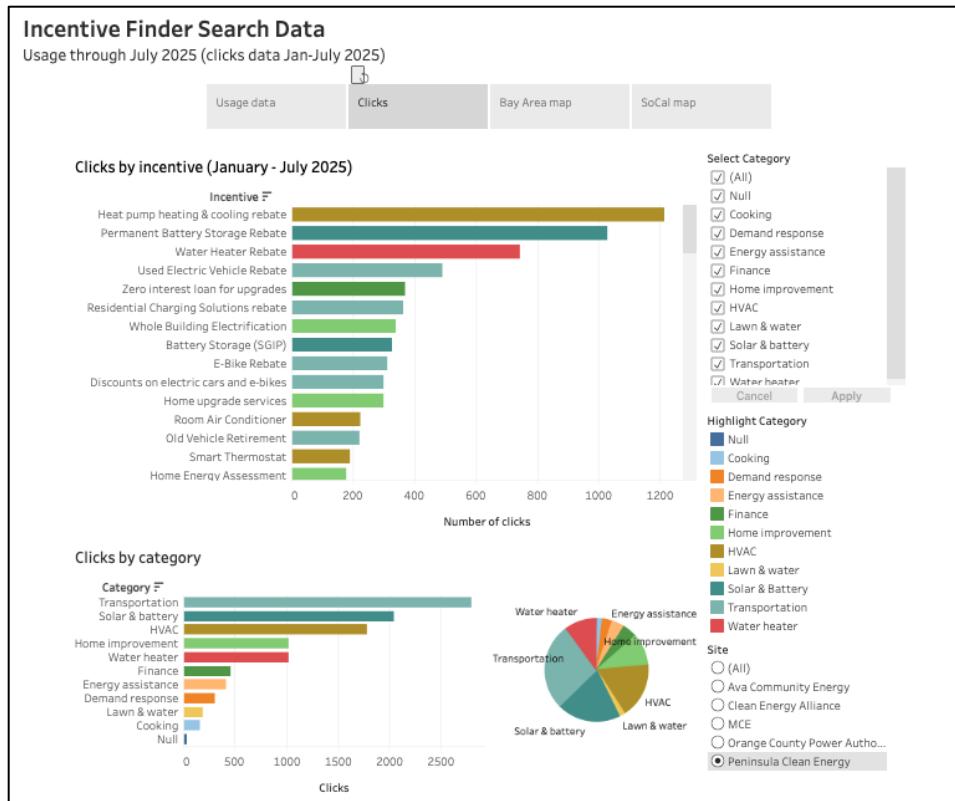
Lastly, because users can send the results to themselves via email, we offer them the opportunity to sign up for the client's email lists. We have enabled hundreds of new signups with that approach. If users deselect that option we do not collect their email address. Nor do we collect or store personally-identifying information (PII), such as name, address, age, etc. Not only does collecting PII trigger additional legal requirements, it is also a turnoff to users concerned about privacy. Our goal is to help users get rebates, and not to acquire them as marketing targets.



Sample data from Peninsula Clean Energy's use of the Incentive Finder, reported on our Tableau dashboard.

We track usage and user information, along with the incentives they show the most interest in.

While our dashboard currently has data from all clients, enabling comparisons, we could make a private dashboard for I-REN.



Task 2) Develop a Small Commercial Customer Incentive Finder

The Incentive Finder is geared toward residential customers. I-REN has expressed interest in extending it to small commercial customers. Often commercial customers are served through a “concierge” service, where they get one-on-one consulting assistance to find opportunities and incentives. This helps deal with the wide variety of situations that commercial customers can have, but is labor-intensive and expensive. Software would be a cheaper option, or a good supplement.

Developing a commercial Finder should be possible, but it would require a different strategy. Most of the customer data we ask for now, like household income, size, etc., would not be relevant for a small commercial customer. And our data collection has focused on residential incentives.

We would first assess the field of incentives available to small commercial customers, to understand how many choices there are, which sub-sectors they address, and how straightforward they are to tap and describe. This would help inform the approach needed: it’s possible that we could simply adapt the Finder to commercial customers, without major changes.

Rather than household information, we could match the commercial customer with incentives based on their location plus their type of business or the type of measure they are seeking.

On the other hand, we may want to take a more narrative approach, like an “energy guide,” with explanation of the measures, how to judge their relative value, and how to tap incentives. This would also be an opportunity to steer them toward specific materials, like videos, checklists, and factsheets.

Exhibit “A”

To develop the right approach, PaulosAnalysis would spend some time talking with staff at I-REN and other RENs, energy service companies, and others in the field. We would seek to know how small commercial customers approach energy measures now, what programs are available, and how a tool might be best designed.

We would also look to see if others have created tools like this. We would ask regional energy groups around the US like SWEEP, NEEP, NEEA, and MEEA; national organizations like ACEEE and ASE; US DOE and national labs; and California entities such as CAEECC and the California Efficiency + Demand Management Council (CEDMC).

After enough intel is collected, we would decide with I-REN whether and how to build the Finder for small commercial customers.

3. PRICE AND TIMELINE

Billing for our services can be done in two parts: a flat fee for the Incentive Finder web tool and an hourly rate for research on the commercial Finder, content creation and any other services. *These parts could be considered as separate items – if you would like to use the Incentive Finder, but not the other tasks, we are open to that.*

For the Incentive Finder, we charge a flat fee. Since the Inland REN area is so large and complex, we would charge a fee of \$7,500 for setup and \$750 a month for licensing and maintenance (which is \$9,000 per year). The setup includes identifying local and regional incentives, coding their eligibility rules into the database, and testing the tool for accuracy. We then work with your web manager to incorporate the Finder into your website. Your help in surveying I-REN member jurisdictions about their own local incentives would be very helpful.

Monthly licensing and maintenance fees cover the right to use the software and data, along with ongoing data and software maintenance, adding new programs, and minor software changes. Fees cover both PaulosAnalysis and Govcentives.

The second part of the budget would cover activities beyond the Incentive Finder, such as researching and possibly creating a Commercial Finder, content creation, and any other duties that may arise. This work would be billed on an hourly basis, not to exceed an annual budget cap. If the Commercial Finder is successfully built and launched, there would be an ongoing fee similar to the Residential Finder, to track programs and make updates.

APPROXIMATE TIMELINE

- September-October: set up and launch Residential Incentive Finder
- November-January: research Commercial Finder
- January 2026: go / no-go decision on Commercial Finder, programming work
- February: launch Commercial Finder

PROPOSED BUDGET

Task	Rate and hours	Estimated amount
<i>Part 1</i>		
Incentive Finder setup	Flat rate	\$7,500 one time
Incentive Finder use & maintenance	Monthly fee, billed quarterly	\$750 per month or \$9,000 per year
<i>SUBTOTAL</i>		\$16,500
<i>Part 2</i>		
Research on Commercial Incentive Finder, content creation, and other tasks	<p>\$175 per hour for PaulosAnalysis</p> <ul style="list-style-type: none"> - Research: 80 hrs. - Tool creation: 40 hrs. <p>\$100 per hour for Govcentives</p> <ul style="list-style-type: none"> - Tool design and programming = 60 hours <p>Initial effort of up to 180 hours</p>	Not to exceed \$27,000
	Ongoing maintenance fee, assuming the project goes forward	\$750 per month / \$9,000 per year
<i>SUBTOTAL</i>		\$36,000
First year total		\$52,500

We look forward to working with you on these tasks!



Bentham Paulos
PaulosAnalysis
 510-912-3001
ben@paulosanalysis.com

Exhibit "A"

EXHIBIT “B”

EXCEPTIONS TO CONTRACT

This addendum makes two exceptions to the insurance requirements, as described in section 3.2.10.

First, contractor will not be using a car in performance of the services in this contract, so will not be required to carry commercial automobile insurance.

Second, contractor is a sole proprietor with no employees, so is not required to carry Workers' Compensation coverage by the State of California. So contractor will not be required by this contract to carry Workers' Compensation insurance.



Western Riverside Council of Governments

WRCOG Executive Committee

Staff Report

Subject: I-REN Public Sector Activities Update

Contact: Karina Camacho, Analyst III, kcamacho@wrcog.us, (951) 405-6724

Date: February 2, 2026

Recommended Action(s):

1. Receive and file.

Summary:

This item is an update of I-REN Public Sector activities, including agency progress with the Cash for Kilowatt Program incentives and new offerings for Integrated Demand Side Management (IDSM). I-REN is now able to provide IDSM technical assistance support to public agencies for solar panel, electric vehicle chargers, battery storage, and other demand side energy technologies.

Purpose / WRCOG 2022-2027 Strategic Plan Goal:

The purpose of this item is to highlight I-REN's work with WRCOG public agencies and encourage continued collaboration with the County and cities in the subregion. This item supports WRCOG's 2022-2027 Strategic Plan Goal #6 (Develop and implement programs that support resilience for our region).

Discussion:

Background

Cash for Kilowatts Program: On January 16, 2024, the I-REN Executive Committee voted to establish a policy for resource allocation for I-REN's Public Sector Programs. This policy provides support for a maximum of two energy efficiency projects per agency at a time but allows a maximum of four projects at a time for counties. The goal of the policy is to evenly disburse funds for all eligible agencies wishing to complete projects without quickly depleting available resources as with a first-come, first-served basis policy, while also considering that not all agencies will utilize the full suite of project support offerings. The policy also requires that a new project can be supported only after an existing I-REN Public Sector project is completed, following the established project criteria. Even if an agency is more active and has more than two projects to complete, it would still need to wait to complete the existing two projects before beginning new ones. The I-REN Executive Committee asked staff to review the status of the Cash for Kilowatts Program and provide updates annually.

I-REN's Cash for Kilowatts Program provides incentive funds to agencies for holistic energy efficiency projects such as updated lighting, occupancy sensors, and air conditioning. For 2025, projects will receive double the incentive if the project occurs at a critical emergency facility, cooling center, or resilience center. The Cash for Kilowatts Program incentives pay agencies based on how much their energy consumption is reduced (as seen on utility bills) after the energy efficiency project is completed. Payments are made in two installments. The first payment comes three months after construction is completed and provides 40% of the total incentive amount. The second payment comes 12 months after construction is completed and provides the remaining 60% of the total incentive and is based on the actual energy savings of the improvements.

Integrated Demand Side Management (IDSM): In 2023, the California Public Utilities Commission (CPUC) established a new way for energy efficiency programs to help achieve a more flexible and efficient electric grid: IDSM. IDSM involves coordination of multiple distributed energy resources (DERs) into one program or project, for example:

- Energy efficiency
- Demand response
- Distributed generation
- Electric vehicle integration

Under CPUC regulations, these activities have different funding sources and rules. The creation of IDSM allows energy efficiency programs to serve as the operational base for multi-DER projects, potentially combining energy efficiency funding with funding sources for other DERs.

IDSM rules include:

- Energy efficiency must be a component of IDSM programs / projects. IDSM funding cannot fund capital costs of non-efficiency technologies (e.g., purchase of a battery or self-generation technology). IDSM funding is not for event-based demand response - it should encourage ongoing load shifting to reduce peak energy consumption.
- Portfolio administrators (PAs) such as I-REN may request approval to spend up to 2.5% or \$4M (whichever is greater) of their energy efficiency budgets for 2024-2027 on IDSM.

I-RENs Proposed IDSM Services: After initial engagement with I-REN's agencies, one request was at the top of the list of additional services to provide in the future: "Can I-REN include solar power, battery storage, and electric vehicle charging options to I-REN's offerings?" I-REN staff have listened and have been diligently working towards this request!

I-REN and several other PAs filed their IDSM program plans in March 2024 via Advice Letters to the CPUC.

Present Situation

Progress on Cash for Kilowatts Incentive: 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. Additionally, I-REN will offer \$2.00/therm

saved to support gas-only agencies within the territory.

Preliminary Energy Roadmap: I-REN has delivered 45 preliminary energy roadmaps analyzing energy use data at facilities for the following agencies:

CVAG: Cities of Blythe, Cathedral City, Coachella, Desert Hot Springs, Indian Wells, Indio, La Quinta, Palm Desert, Palm Springs, and Rancho Mirage, and Agua Caliente Band of Cahuilla Indians.

SBCOG: Cities of Adelanto, Barstow, Chino Hills, Colton, Fontana, Grand Terrace, Highland, Ontario, Rancho Cucamonga, Redlands, San Bernardino, Victorville, and Yucaipa, the Town of Apple Valley, and the San Bernardino International Airport Authority.

WRCOG: Cities of Banning, Beaumont, Calimesa, Canyon Lake, Corona, Jurupa Valley, Lake Elsinore, Menifee, Murrieta, Norco, Perris, Riverside, Temecula, and Wildomar, the County of Riverside, Menifee Union School District (USD), Murrieta Valley USD, Jurupa Community Services District, and Riverside Community College District.

Energy Efficiency Audit: I-REN audited 101 facilities at 37 public agencies to determine opportunities for energy efficiency upgrades. The following agencies have received an I-REN energy audit:

- **CVAG:** The Cities of Blythe, Cathedral City, Desert Hot Springs, Indian Wells, Indio, Palm Desert, Palm Springs and Rancho Mirage, and the Agua Caliente Band of Cahuilla Indians.
- **SBCOG:** The Cities of Adelanto, Barstow, Chino Hills, Colton, Fontana, Grand Terrace, Highland, Ontario, Rancho Cucamonga, Redlands, San Bernardino, Victorville and Yucaipa, the Town of Apple Valley, the Housing Authority of the County of San Bernardino, the San Bernardino Community College District, the San Bernardino International Airport Authority, and the San Bernardino County Transit Authority.
- **WRCOG:** The Cities of Beaumont, Calimesa, Canyon Lake, Corona, Menifee, Murrieta, Norco, and Wildomar, the Northwest Mosquito and Vector Control District, and the Murrieta Valley Unified School District.

Initial Measures List: I-REN has developed 80 Initial Measures List (IML) for public agencies which includes identifying potential energy efficiency upgrades, estimated project costs, Cash for Kilowatts incentive eligibility, and other possible funding sources. The following agencies have received an IML:

- **CVAG:** The Cities of Blythe, Indian Wells, Indio, Palm Desert, Palm Springs, and Rancho Mirage, and the Agua Caliente Band of Cahuilla Indians. PENDING: Cathedral City.
- **SBCOG:** The Cities of Adelanto, Barstow, Grand Terrace, Highland, Ontario, Rancho Cucamonga, Redlands, San Bernardino, Victorville, and Yucaipa, the County of San Bernardino, the Housing Authority of the County of San Bernardino, the San Bernardino International Airport Authority, and the San Bernardino County Transit Authority. PENDING: Fontana.
- **WRCOG:** The Cities of Beaumont, Calimesa, Canyon Lake, Corona, Menifee, Murrieta, Norco, and Wildomar, and Northwestern Mosquito & Vector Control District.

As of December 2025, I-REN staff have identified \$4.9M in possible estimated Cash for Kilowatts incentives for public agencies within the I-REN territory. Given that I-REN's current cycle ends December 31, 2027, and that projects typically take 9 - 18 months to complete, staff is seeking feedback from the I-REN Executive Committee on potential adjustments to the adopted policy that could allow an agency with more than two Cash for Kilowatts projects to move forward, but not to exceed the total number (four for cities, eight for counties) allowed under the existing policy.

After an agency receives an IML, it is common for agency staff to receive approval from their agency board prior to moving forward with an energy efficiency project. I-REN's Cash for Kilowatts incentive is allowed to cover up to 80% of the project cost. The incentive funds are disbursed in two separate installments after construction is complete. The first check is three months after construction and the second check is 12 months after construction is complete. Public agencies need to cover the costs of the project not covered by the Cash for Kilowatt incentive and upfront the remaining funds until the agency receives reimbursement from the Cash for Kilowatts checks.

Letter of Intent: The following 21 agencies have submitted letters of intent to I-REN, showing interest in moving forward with energy efficiency upgrades to receive Cash for Kilowatts incentives:

- **CVAG:** The Cities of Palm Desert, Palm Springs, Rancho Mirage, and Indian Wells.
- **SBCOG:** The Cities of San Bernardino, Grand Terrace, Colton, and Rancho Cucamonga, the County of San Bernardino, the Town of Apple Valley, the Colton Joint Unified School District, the Housing Authority of the County of San Bernardino, the San Bernardino County Transportation Authority, the San Bernardino International Airport Authority, and the San Bernardino Community College District.
- **WRCOG:** The Cities of Calimesa, Beaumont, Murrieta, Norco, and Wildomar, and the Northwest Mosquito & Vector Control District. PENDING: City of Corona.

CPUC Application Process: I-REN staff are currently working with seven agencies on nine applications to the CPUC for pre-approval for Cash for Kilowatts incentive for the following agencies:

- **CVAG:** The Cities of Palm Springs and Rancho Mirage.
- **SBCOG:** The City of Rancho Cucamonga.
- **WRCOG:** The Cities of Beaumont, Murrieta, and Norco, and the Northwest Mosquito & Vector Control District.

Project Application Submission & Construction: The following 11 agencies are awaiting letters of approval for the CPUC to be eligible for Cash for Kilowatt Incentives and/or have received approval and are in the process of construction and/or data collection:

- **CVAG:** The Cities of Palm Springs, Rancho Mirage, and Indian Wells.
- **SBCOG:** The Cities of Colton, the Town of Apple Valley, the Colton Joint Unified School District, the San Bernardino County Transportation Authority, the Housing Authority of the County of San

Bernardino, and the San Bernardino Community College District.

- **WRCOG:** The Cities of Calimesa and Norco.

First Cash for Kilowatts Check: I-REN's first Cash for Kilowatts incentive was awarded to Colton Joint Unified School District (CJSUD) for an LED lighting project at Joe Baca Middle School. The total incentive is estimated for over \$220,000 and covers 80% of the gross project cost and will save the district over \$40,000. The first incentive check for over \$88,000 was given to CJUSD in July 2025, three months after project completion. The remaining estimated \$132,000 will be awarded 12 months after the project completion date, once I-REN receives updated energy data demonstrating project energy savings.

New Integrated Demand Side Management (IDSM) Offerings: On September 18, 2025, the CPUC unanimously approved I-REN's IDSM advice letter via Resolution E-5387 to offer multi-DER services as part of the Public Sector Technical Assistance and strategic energy planning program support that I-REN already provides to local agencies in the Counties of Riverside and San Bernardino I-REN aims to expand its technical assistance service offerings to include non-energy efficiency DER measures, to provide agencies with comprehensive unbiased support from a trusted advisor, and "go-to" resources to help make informed holistic energy decisions. Expanded technical assistance services include comprehensive project support offerings such as clean energy & resiliency audits, performance specifications, procurement support, funding and financing analyses and application support, and construction support for DER measures.

Types of Audits: I-REN now offers a full suite of audit options to meet our agencies at any stage of their energy planning.

1. Traditional Energy Efficiency (EE) Audits: Engineering services which have been provided since I-REN launched and are focused on optimizing existing equipment and improving operational performance.
2. *NEW* Clean Energy & Resilience Audit: Evaluates opportunities using clean energy and resiliency technologies. A great option for facilities that have already received an audit through I-REN or have an EE project underway.
3. Combined EE + Clean Energy & Resilience Audit: Ideal for agencies that want a comprehensive assessment of their facility, which can be bundled into a single site visit.

As part of an audit result, I-REN will create a project phasing plan that recommends a clear, step-by-step path for implementing each opportunity, broken into various phases with estimated implementation timelines. While I-REN is unable to provide direct incentives for clean energy projects, I-REN will provide a financial assessment to identify external funding and financing pathways that can support your highest-priority projects.

Clean Energy & Resilience Technologies: Through I-REN's new Clean Energy & Resilience Audits, we'll be able to identify opportunities for:

- Solar PV WITH battery storage
 - Facility audits that explore solar PV must also explore battery storage opportunities to ensure the system can operate during power disruptions with maximum energy resilience.

- Electric vehicle charging infrastructure
- Programs & Building Controls to Reduce Electricity Use During Peak Hours
- Demand Response programs or smart building controls & management systems
- Building electrification
- And even microgrids or advanced energy systems

Eligibility for Clean Energy & Resilience Support Services: To access I-RENs clean energy and resilience support services, agencies must have the following:

- Received an I-REN Energy Roadmap (either a Preliminary or Final Version). This ensures there is a clear understanding of facility needs and priorities before moving into technical assistance.
- Facilities must be served by SCE for support on electric opportunities or SoCalGas for support on natural gas opportunities.
- Complete the new Technical Assistance interest form.

Technical Assistance Interest Form & Resource Allocation: The Technical Assistance form will be available online and is quick to fill-out. The form helps I-REN quickly understand the agency's needs and streamlines the onboarding process. Once the form is submitted, I-REN works with the agency to gather the necessary facility data needed for the site audit. I-REN will align the specific scope of services with the technologies of interest. It helps I-REN understand the agency's goals, interested technologies, basic facility information for potential audit candidates, and provides a snapshot of current project planning and funding efforts. To ensure resources are allocated equitably across all participating agencies, the form only allows agencies to submit up to two sites at a time.

Capacity Building: Additionally, I-REN will integrate DER capacity building in the region through engagement and outreach activities through workshops, webinars, and case studies to increase public sector awareness and pursuit of resilient permanent load shedding opportunities. Through this expansion, I-REN agencies will unlock new opportunities to fund and finance energy and resilience projects, resulting in realized energy and cost savings and improved resilience and operations, thereby creating an overall more resilient community and Inland region. Though I-REN cannot provide incentives for, or fund solar, battery storage, or electric vehicle charging stations at this time, we continue to search for other funding opportunities and grants to bring to our agencies.

IDSM Webinar- New Public Sector Services: I-REN hosted the "Powering Resilient Communities: I-REN's New Public Sector Services" webinar on December 9, 2025, to introduce I-REN's IDSM offerings. Fifty-eight participants attended, including representatives from 30 public agencies within the I-REN territory. The webinar covered the following:

- Clean Energy & Resilience Systems 101
- I-REN's New Clean Energy & Resilience Services Overview
- Project Case Study: Solar PV and Electric Vehicle Charging in the Town of Apple Valley

Additional webinars and information about IDSM and I-REN's Programs will be available in 2026.

Prior Action(s):

October 6, 2025: The WRCOG Executive Committee received and filed.

Financial Summary:

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

Attachment(s):

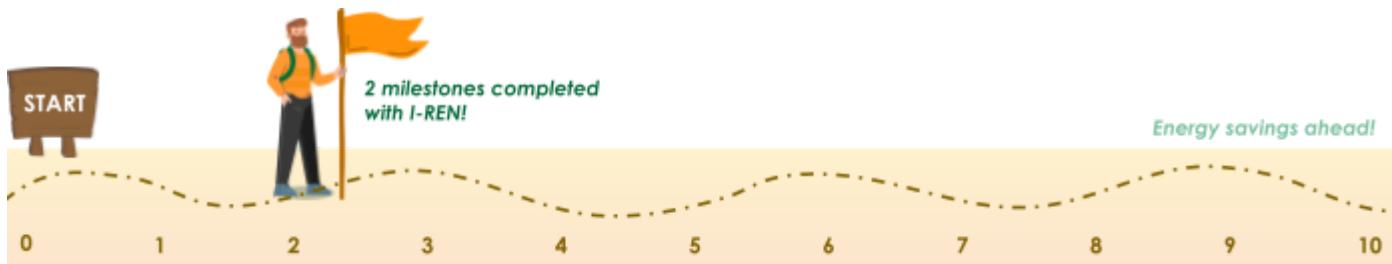
[I-REN Participation WRCOG Agency Profiles 2025](#)



Agency Energy Liaison
Arturo Vela
Director of Public Works
avela@ci.banning.ca.us

Your I-REN Project Manager Contact
Ashley Cooper
(213)-328-5106
acooper@energycoalition.org

I-REN Milestones to Date:



Fellowship Participation		
Utility Data Received	✓	Received 04/25/2024
Preliminary Energy Resilience Roadmap		
Energy Audits/ Site Visits		
Initial Measures List/Final Roadmap		
Project Intent Form		
Procurement and Construction		
1st Incentive Installment		
Other Technical Assistance		
Codes & Standards Trainings	✓	1 Training Received

Continue Your Journey with I-REN! Reach out to your I-REN Project Manager and/or Karina Camacho (kcamacho@wrcog.us).

The Coachella Valley Association of Governments and San Bernardino Council of Governments have partnered with the Western Riverside Council of Governments to develop I-REN to serve the cities and communities of our region.





Agency Energy Liaison
 Matthew Mendoza
 Management Analyst
 mmendoza@beaumontca.gov

Your I-REN Project Manager Contact
 Anthony Segura
 (949) 379-1870
 asegura@energycoalition.org

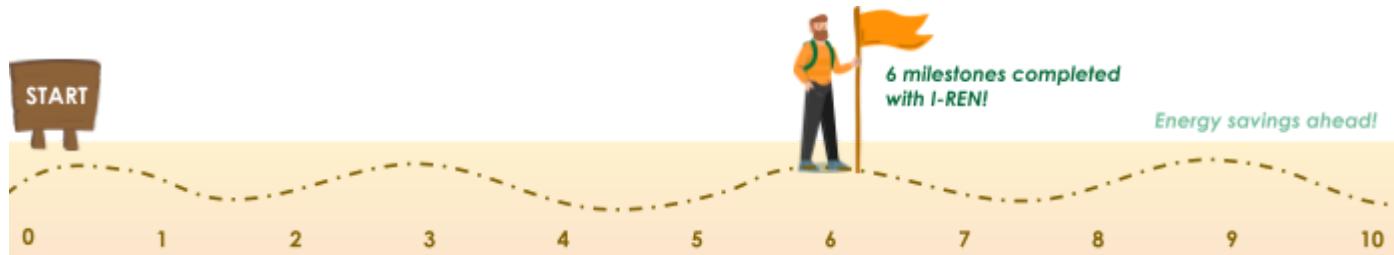
Savings Potential

Estimated Cash for Kilowatts Incentive: **\$57,563***

Estimated Cost Savings: **\$24,826**

*I-REN incentives will be distributed in installments after each project completion.

I-REN Milestones to Date:



Fellowship Participation			
Utility Data Received	✓	Received	02/12/2024
Preliminary Energy Resilience Roadmap	✓	Completed	06/27/2024
Energy Audits/ Site Visits	✓	Completed at the City Hall and Chatigny Senior Community Resource Center	
Initial Measures List/Final Roadmap	✓	Completed	05/21/2025
Project Intent Form	✓	Signed	06/12/2025
Procurement and Construction			
1st Incentive Installment			
Other Technical Assistance			
Codes & Standards Trainings	✓	1 Training Received	

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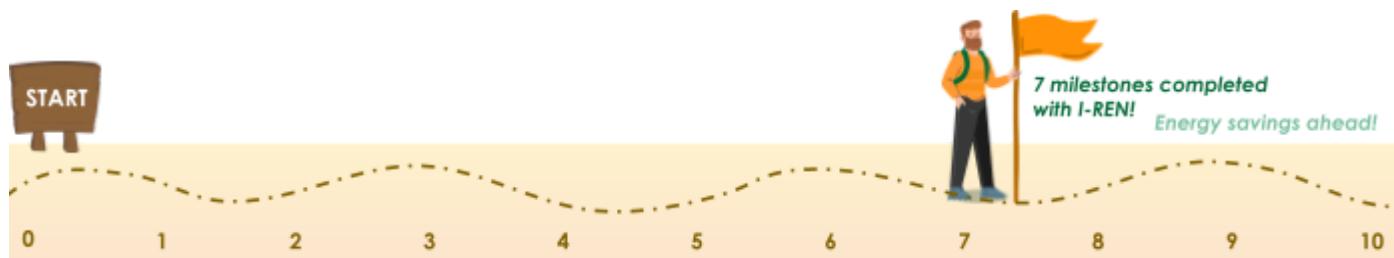
Agency Energy Liaison
Celeste Reid
Finance Director
creid@calimesa.gov

Your I-REN Project Manager Contact
Amanda Hervas
(949)-732-1092
ahervas@energycoalition.org



*I-REN incentives will be distributed in installments after each project completion.

I-REN Milestones to Date:



Fellowship Participation			
Utility Data Received	✓	Received 03/14/2024	
Preliminary Energy Resilience Roadmap	✓	Completed 06/12/2024	
Energy Audits/ Site Visits	✓	Completed at the City Hall and Senior Center	
Initial Measures List/Final Roadmap	✓	Completed 11/25/2024	
Project Intent Form	✓	Signed 02/03/2025	
Procurement and Construction	✓	Initiated Construction Dates: 07/1/2025	
1st Incentive Installment			
Other Technical Assistance			
Codes & Standards Trainings	✓	1 Training Received	

Continue Your Journey with I-REN! Reach out to your I-REN Project Manager and/or Karina Camacho (kcamacho@wrcog.us).

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Canyon Lake

2025 I-REN Profile



Agency Energy Liaison

Mike Borja

Community Development Director

mborja@cityofcanyonlake.com

Your I-REN Project Manager Contact

Ashley Cooper

(213) 328-5106

acooper@energycoalition.org

Savings Potential

Other Incentives available: **\$10,343***

Estimated Cost Savings: **\$10,828**

*I-REN technical support identified additional incentives for the agency

I-REN Milestones to Date:



Fellowship Participation		
Utility Data Received	✓	Received 09/05/2023
Preliminary Energy Resilience Roadmap	✓	Completed 01/29/2024
Energy Audits/ Site Visits	✓	Completed at the City Hall and Fire Station 1
Initial Measures List/Final Roadmap	✓	Completed 07/23/2024 and 09/24/2024
Project Intent Form		
Procurement and Construction		
1st Incentive Installment		
Other Technical Assistance		
Codes & Standards Trainings		

Continue Your Journey with I-REN! Reach out to your I-REN Project Manager and/or Karina Camacho (kcamacho@wrcog.us).

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Agency Energy Liaison
Fortino Morales
Sustainability Manager
fomorales@riversideca.gov

Your I-REN Project Manager Contact
Ashley Cooper
(213)-328-5106
acooper@energycoalition.org

I-REN Milestones to Date:



Fellowship Participation	✓	Hosting a fellow for 2025-2026 cycle!
Utility Data Received	✓	Received 01/14/2025
Preliminary Energy Resilience Roadmap	✓	Completed 04/22/2025
Energy Audits/ Site Visits		
Initial Measures List/Final Roadmap		
Project Intent Form		
Procurement and Construction		
1st Incentive Installment		
Other Technical Assistance		
Codes & Standards Trainings	✓	7 Trainings Received

Continue Your Journey with I-REN! Reach out to your I-REN Project Manager and/or Karina Camacho (kcamacho@wrcog.us).

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**Agency Energy Liaison**

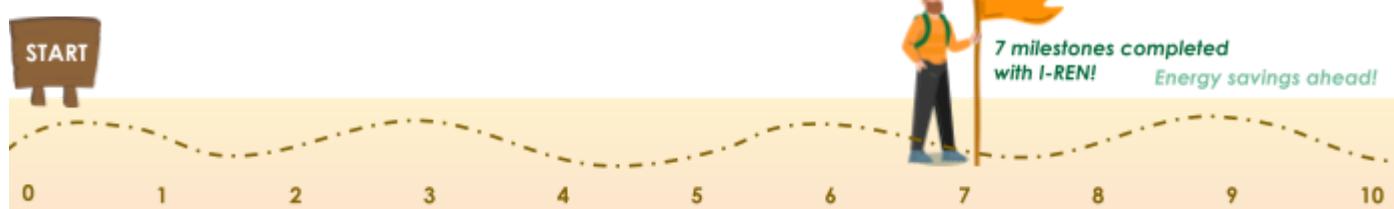
Sarah Arce
Administrative Assistant
sarah.arce@coronaca.gov

Your I-REN Project Manager Contact

Tim Redmond
(949)-379-1868
fredmond@energycoalition.org

Savings PotentialEstimated Cash for Kilowatts Incentive: **\$131,141***Estimated Cost Savings: **\$92,349**

*I-REN incentives will be distributed in installments after each project completion.

I-REN Milestones to Date:

Fellowship Participation	✓	Hosting a fellow for 2025-2026 cycle!
Utility Data Received	✓	Received 12/19/2023
Preliminary Energy Resilience Roadmap	✓	Completed 04/22/2024
Energy Audits/ Site Visits	✓	Completed at Corporate Yard
Initial Measures List/Final Roadmap	✓	Completed 10/20/2025
Project Intent Form	✓	Completed 12/18/2025
Procurement and Construction		Estimated Q2 2026
1st Incentive Installment		
Other Technical Assistance		
Codes & Standards Trainings	✓	6 Trainings Received

Continue Your Journey with I-REN! Reach out to your I-REN Project Manager and/or Karina Camacho (kcamacho@wrcog.us).

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Agency Energy Liaison
Michael Sullivan
Operations Manager
msullivan@rivco.org

Your I-REN Project Manager Contact
Anthony Segura
(949) 379-1870
asegura@energycoalition.org

I-REN Milestones to Date:



Fellowship Participation	✓	Hosting a fellow for 2025-2026 cycle!
Utility Data Received	✓	Received 11/30/2023
Preliminary Energy Resilience Roadmap	✓	Completed 07/30/2024
Energy Audits/ Site Visits		
Initial Measures List/Final Roadmap		
Project Intent Form		
Procurement and Construction		
1st Incentive Installment		
Other Technical Assistance	✓	Energy Star Portfolio Manager (ESPM) and Building Upgrade Concierge (BUC) Assistance
Codes & Standards Trainings		

Continue Your Journey with I-REN! Reach out to your I-REN Project Manager and/or Karina Camacho (kcamacho@wrcog.us).

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Agency Energy Liaison

Alexander Fung

Senior Management Analyst
afung@eastvaleca.gov

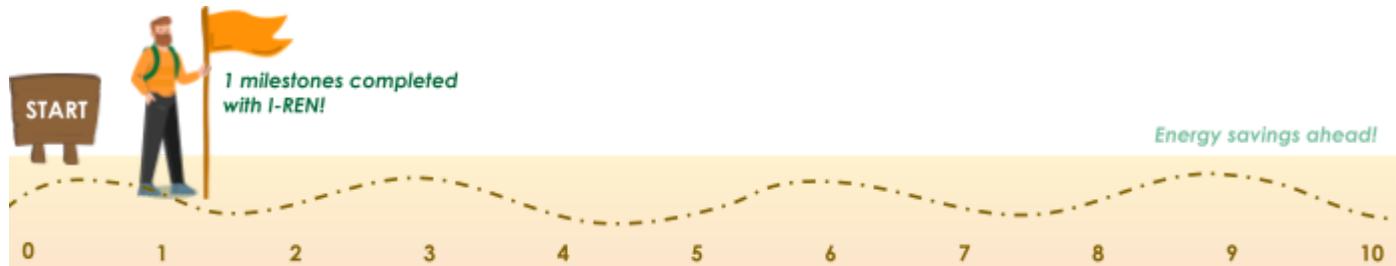
Your I-REN Project Manager Contact

Ashley Cooper

(213)-328-5106

acooper@energycoalition.org

I-REN Milestones to Date:



Fellowship Participation	
Utility Data Received	
Preliminary Energy Resilience Roadmap	
Energy Audits/ Site Visits	
Initial Measures List/Final Roadmap	
Project Intent Form	
Procurement and Construction	
1st Incentive Installment	
Other Technical Assistance	✓ EV Chargers Comparison, Energy Efficiency Conservation Block Grant
Codes & Standards Trainings	



Energy Efficiency and Conservation Block Grant funds received: \$123,670

Continue Your Journey with I-REN! Reach out to your I-REN Project Manager and/or Karina Camacho (kcamacho@wrcog.us).

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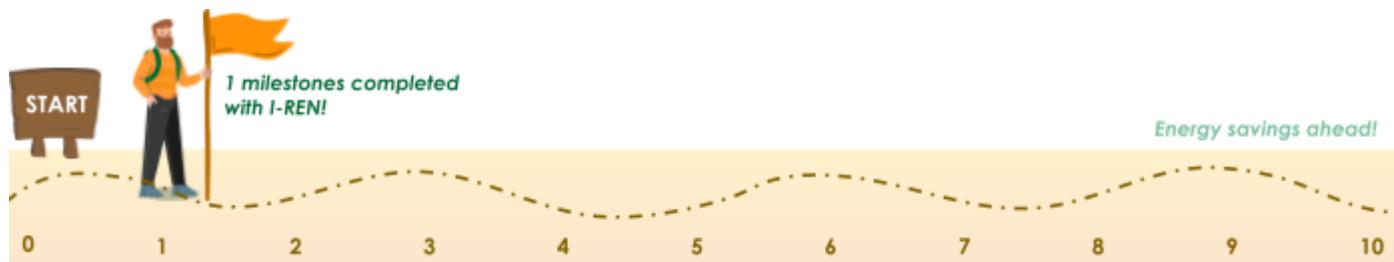




Agency Energy Liaison
Kurt Mikolaycik
Facilities Maintenance Supervisor
kmikolaycik@cityofhemet.org

Your I-REN Project Manager Contact
Ashley Cooper
(213)-328-5106
acooper@energycoalition.org

I-REN Milestones to Date:



Fellowship Participation		
Utility Data Received		
Preliminary Energy Resilience Roadmap		
Energy Audits/ Site Visits		
Initial Measures List/Final Roadmap		
Project Intent Form		
Procurement and Construction		
1st Incentive Installment		
Other Technical Assistance	✓	Energy Efficiency Conservation Block Grant (EECBG)
Codes & Standards Trainings		



Energy Efficiency and Conservation Block Grant funds received: \$141,750

Continue Your Journey with I-REN! Reach out to your I-REN Project Manager and/or Karina Camacho (kcacamacho@wrcog.us)

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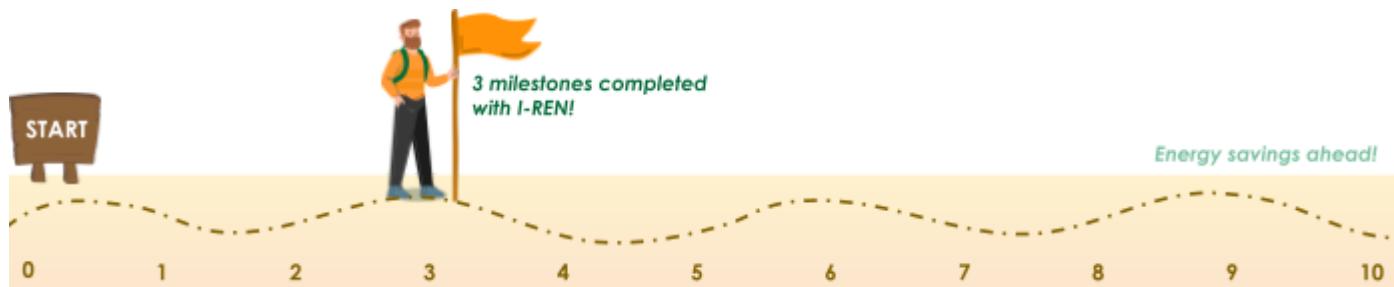
Agency Energy Liaisons

Dave French and Kevin Ryan
Deputy Director of Public Works and Project Manager
dfrench@jurupavalley.org and kryan@jurupavalley.org

Your I-REN Project Manager Contact

Tim Redmond
(949)-379-1868
fredmond@energycoalition.org

I-REN Milestones to Date:



Fellowship Participation		
Utility Data Received	✓	Received 02/28/2024
Preliminary Energy Resilience Roadmap	✓	Completed 07/10/2024
Energy Audits/ Site Visits		
Initial Measures List/Final Roadmap		
Project Intent Form		
Procurement and Construction		
1st Incentive Installment		
Other Technical Assistance	✓	Energy Services Companies (ESCo) Coordination; Desktop Review
Codes & Standards Trainings		

Continue Your Journey with I-REN! Reach out to your I-REN Project Manager and/or Karina Camacho (kcacamacho@wrcog.us).

The Coachella Valley Association of Governments and San Bernardino Council of Governments have partnered with the Western Riverside Council of Governments to develop I-REN to serve the cities and communities of our region.

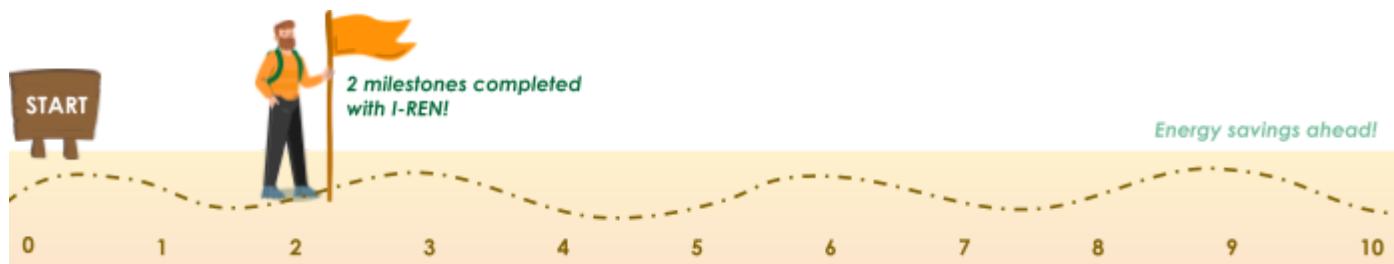




Agency Energy Liaison
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Public Works Superintendent
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Your I-REN Project Manager Contact
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I-REN Milestones to Date:



Fellowship Participation		
Utility Data Received	✓	Received 02/08/2024
Preliminary Energy Resilience Roadmap	✓	Completed 05/28/2024
Energy Audits/ Site Visits		
Initial Measures List/Final Roadmap		
Project Intent Form		
Procurement and Construction		
1st Incentive Installment		
Other Technical Assistance		
Codes & Standards Trainings		

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WRCOG
Western Riverside
Council of Governments



COG
San Bernardino
Council of Governments



CVAG



Agency Energy Liaison
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Project Manager
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Your I-REN Project Manager Contact
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(949)-732-1092
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I-REN Milestones to Date:



Fellowship Participation		
Utility Data Received	✓	Received 04/08/2024
Preliminary Energy Resilience Roadmap	✓	Completed 05/22/2025
Energy Audits/ Site Visits	✓	Completed at Fire Station 76, Fire Station 7, and the Senior Center
Initial Measures List/Final Roadmap		
Project Intent Form		
Procurement and Construction		
1st Incentive Installment		
Other Technical Assistance		
Codes & Standards Trainings	✓	3 Trainings Received

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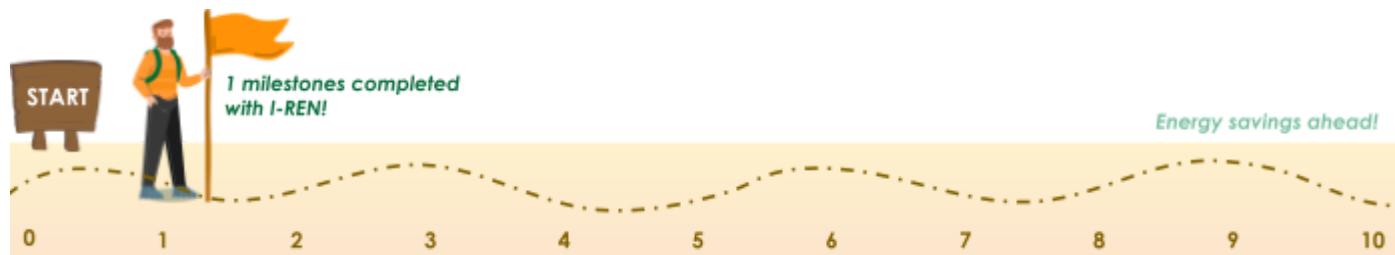




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Your I-REN Project Manager Contact
Ashley Cooper
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I-REN Milestones to Date:



Fellowship Participation		
Utility Data Received		
Preliminary Energy Resilience Roadmap		
Energy Audits/ Site Visits		
Initial Measures List/Final Roadmap		
Project Intent Form		
Procurement and Construction		
1st Incentive Installment		
Other Technical Assistance		
Codes & Standards Trainings	✓	5 Trainings Received

Continue Your Journey with I-REN! Reach out to your I-REN Project Manager and/or Karina Camacho (kcamacho@wrcog.us).

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Agency Energy Liaison

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Your I-REN Project Manager Contact

Ashley Tang
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Savings Potential

Estimated Cash for Kilowatts Incentive: **\$57,360***

Estimated Cost Savings: **\$31,397**

*I-REN incentives will be distributed in installments after each project completion.

I-REN Milestones to Date:



Fellowship Participation		
Utility Data Received	✓	Received 08/24/2023
Preliminary Energy Resilience Roadmap	✓	Completed 03/05/2024
Energy Audits/ Site Visits	✓	Completed at the City Hall, Public Library, and Police Department
Initial Measures List/Final Roadmap	✓	Completed 11/19/2024
Project Intent Form	✓	Completed 10/07/2025
Procurement and Construction		Library - Q2 2026 & City Hall - TBD
1st Incentive Installment		
Other Technical Assistance		
Codes & Standards Trainings	✓	1 Training Received

Continue Your Journey with I-REN! Reach out to your I-REN Project Manager and/or Karina Camacho (kcamacho@wrcog.us).

The Coachella Valley Association of Governments and San Bernardino Council of Governments have partnered with the Western Riverside Council of Governments to develop I-REN to serve the cities and communities of our region.



**Agency Energy Liaison**

Amanda Hamilton
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ahamilton@ci.norco.ca.us

Your I-REN Project Manager Contact

Amanda Hervas
(949)-732-1092
ahervas@energycoalition.org

Estimated Cash for Kilowatts Incentive: **\$38,957***Estimated Cost Savings: **\$12,123**

*I-REN incentives will be distributed in installments after each project completion.

I-REN Milestones to Date:

Fellowship Participation		
Utility Data Received	✓	Received 08/28/2023
Preliminary Energy Resilience Roadmap	✓	Completed 01/22/2024
Energy Audits/ Site Visits	✓	Completed at City Hall, Hillside Fire Station #47, and Ingalls Event Center
Initial Measures List/Final Roadmap	✓	Completed 12/09/2024 and 04/21/2025
Project Intent Form	✓	Signed 06/09/2025
Procurement and Construction		
1st Incentive Installment		
Other Technical Assistance		
Codes & Standards Trainings	✓	1 Training Received

Continue Your Journey with I-REN! Reach out to your I-REN Project Manager and/or Karina Camacho (kcamacho@wrcog.us)

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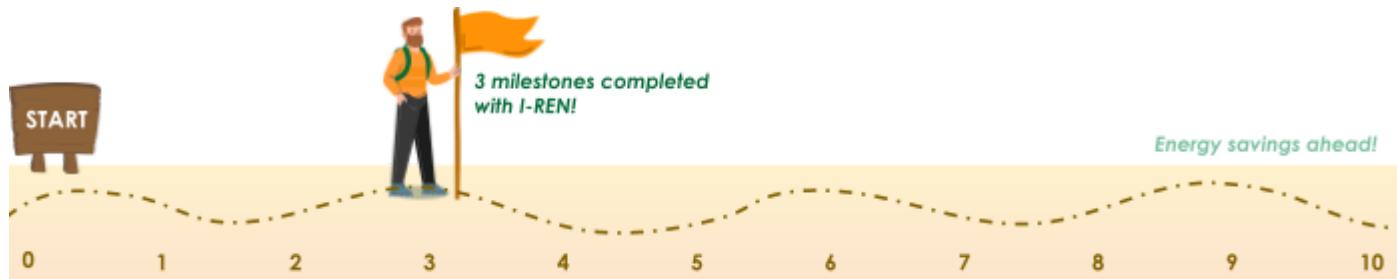




Agency Energy Liaison
 Bryant Hill
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Your I-REN Project Manager Contact
 Tim Redmond
 (949)-379-1868
 tredmond@energycoalition.org

I-REN Milestones to Date:



Fellowship Participation		
Utility Data Received	✓	Received 02/25/2024
Preliminary Energy Resilience Roadmap	✓	Completed 07/17/2024
Energy Audits/ Site Visits		
Initial Measures List/Final Roadmap		
Project Intent Form		
Procurement and Construction		
1st Incentive Installment		
Other Technical Assistance	✓	Energy Services Companies (ESCo) Coordination; Desktop Review
Codes & Standards Trainings		

Continue Your Journey with I-REN! Reach out to your I-REN Project Manager and/or Karina Camacho (kcamacho@wrcog.us).

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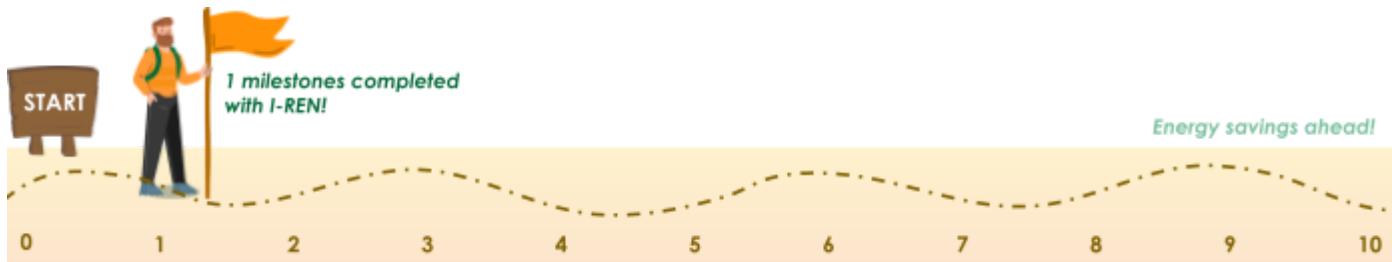




Agency Energy Liaison
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Your I-REN Project Manager Contact
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I-REN Milestones to Date:



Fellowship Participation		
Utility Data Received	✓	Received 08/20/2024
Preliminary Energy Resilience Roadmap		
Energy Audits/ Site Visits		
Initial Measures List/Final Roadmap		
Project Intent Form		
Procurement and Construction		
1st Incentive Installment		
Other Technical Assistance		
Codes & Standards Trainings		

Continue Your Journey with I-REN! Reach out to your I-REN Project Manager and/or Karina Camacho (kcamacho@wrcog.us).

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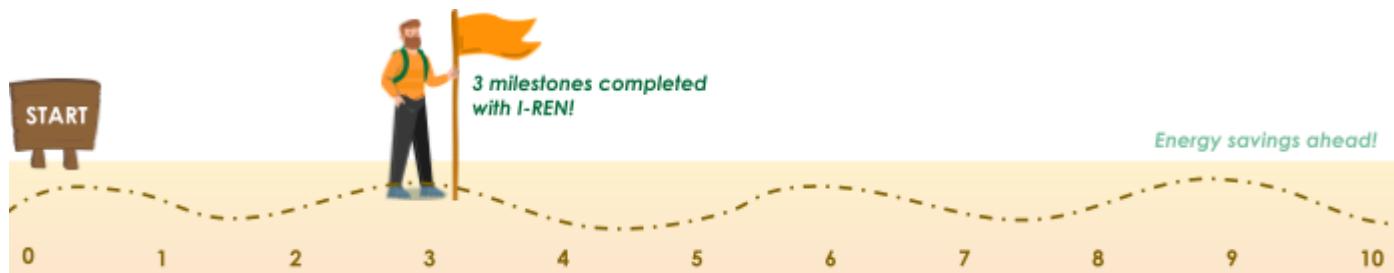




Interim Agency Energy Liaison
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I-REN Milestones to Date:



Fellowship Participation		
Utility Data Received	✓	Received 11/02/2023
Preliminary Energy Resilience Roadmap	✓	Completed 04/09/2024
Energy Audits/ Site Visits		
Initial Measures List/Final Roadmap		
Project Intent Form		
Procurement and Construction		
1st Incentive Installment		
Other Technical Assistance		
Codes & Standards Trainings	✓	2 Trainings Received

Continue Your Journey with I-REN! Reach out to your I-REN Project Manager and/or Karina Camacho (kcamacho@wrcog.us).

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Agency Energy Liaison

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Your I-REN Project Manager Contact

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I-REN Milestones to Date:



Fellowship Participation		
Utility Data Received	✓	Received 06/10/2024
Preliminary Energy Resilience Roadmap	✓	Completed 11/18/2024
Energy Audits/ Site Visits	✓	Completed at City Hall
Initial Measures List/Final Roadmap	✓	Scheduled 08/21/2025
Project Intent Form		
Procurement and Construction		
1st Incentive Installment		
Other Technical Assistance		
Codes & Standards Trainings		

Continue Your Journey with I-REN! Reach out to your I-REN Project Manager and/or Karina Camacho (kcacamacho@wrcog.us).

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Western Riverside Council of Governments

WRCOG Executive Committee

Staff Report

Subject: California Public Utilities Commission Business Plan Application (2028-2035) Filing

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

Date: February 2, 2026

Recommended Action(s):

1. Receive and file.

Summary:

Every four years, I-REN is required to submit a new Business Plan Application (BPA) to the California Public Utilities Commission (CPUC) for continued funding. As directed by the I-REN Executive Committee, the 2028-2035 BPA filing maintains the current I-REN energy efficiency program portfolio structure serving the Public Sector, Codes & Standards Sector, and Workforce Education & Training Sector, while requesting budget increases to support expanded program delivery in key areas. The BPA filing also includes portfolio-wide education and outreach efforts to increase awareness of energy efficiency program opportunities and benefits to ratepayers in all market sectors in the I-REN region.

Purpose / WRCOG 2022-2027 Strategic Plan Goal:

The purpose of this item is to provide information on the submittal of a BPA to the CPUC for funding for ongoing I-REN programs and 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

The current I-REN Business Plan, approved by the CPUC for program years 2022 through 2027, is structured around three main sectors, each with specific programs designed to address the unique needs of the Inland Empire region: the Public Sector, Codes & Standards Sector, and Workforce Education & Training Sector.

Present Situation

Business Plan Application (BPA) (Attachment 1): I-REN staff and partners have concluded major

components of the BPA development process including stakeholder engagement, market characterization, and portfolio alignment with CPUC-directed strategies and objectives.

As directed by the I-REN Executive Committee earlier this year, staff are pursuing continued authorization for energy efficiency activities within the Public, Workforce Education & Training, and Codes & Standards Sectors.

Broadly, a major focus of the portfolio will be cross-sector coordination to illustrate the interrelated nature of I-REN's programs in supporting each other's objectives. Another significant focus will be increasing regional awareness of other PAs' program offerings for sectors not directly included in I-REN's portfolio (e.g., Residential, Commercial, and Industrial) as directed by the I-REN Executive Committee.

Budget: I-REN's 2022-2027 approved budget is for \$65.5M, with an annual amount authorized by the CPUC of roughly \$10.5M. Based on analysis of program performance to date, stakeholder feedback regarding local and regional energy efficiency barriers and needs, and direction from the I-REN Executive Committee regarding intended focus areas, I-REN has developed a BPA budget forecast of \$178M or roughly a \$22.3M average annual budget across the eight-year horizon. Attachment 2 to this staff report shows a comparison of I-REN's previous 2022-2027 business plan budget and the new 2028-2035 draft budget to be proposed in the BPA filing.

The budget forecast was created through a bottom-up assessment of forecasted expenses across the BPA period. Each program budget reflects forecasted program activities. Resources were prioritized for programs where there were opportunities to build upon proven success. Labor and non-labor costs were forecasted for each program for 2028-2031, and a cost-of-living adjustment of 5% per year was applied to the remaining years in the cycle.

The main factors driving strategic budget increases for the BPA are summarized below.

- Public Sector
 - Stakeholders have indicated that public sector technical support continues to be necessary to support normalized metered energy consumption (NMEC) project development and will be crucial for ensuring that public sector agencies can complete projects and receive incentives. I-REN proposes an increase to the technical support budget to enable more NMEC projects to occur.
- Workforce Education & Training (WE&T)
 - I-REN Energy Fellowships have grown significantly year to year since program launch and play an important role in supporting public sector project development; I-REN anticipates doubling the number of fellows in 2028 and beyond.
 - The Riverside and San Bernardino County workforce development partnerships are expected to grow over the 8-year horizon of the BPA, aligned with stakeholder input and I-REN workforce assessment research indicating a need for enhancing workforce support to the region.
 - Based on guidance provided by CPUC Energy Division staff, I-REN will explore how its workforce efforts can support contractor enrollment in the utility-run low-income Energy Savings Assistance Programs, creating an additional direct link between I-REN workforce and energy efficiency installations benefiting underserved customers.

- Codes & Standards (C&S)
 - Trainings offered by I-REN's team are expected to increase, along with Spanish-language simulcasts. I-REN also plans to launch a learning management system to make trainings available online and track participation metrics.
 - I-REN will also explore cross-cutting training opportunities between C&S and WE&T using I-REN's established C&S training platform.
 - In response to requests from local jurisdictions and I-REN Executive Committee members, I-REN plans to begin offering support to local jurisdictions for AB 39 compliance.
- Portfolio-wide
 - I-REN intends to increase its integrated demand-side management (IDSM) activities across its portfolio to meet regional needs for resiliency project technical support, comprehensive energy efficiency and resiliency audits, and increased education around IDSM workforce opportunities and code compliance.
 - Having launched its initial evaluation, measurement and verification (EM&V) studies in 2025, I-REN will apply lessons learned from those studies to the BPA and propose new studies to explore possible program and portfolio enhancements during the BPA timeframe for 2028 and beyond.
 - I-REN COG Partner staff labor budgets are also proposed to increase across all sectors to ensure that the COGs have sufficient staff to deliver program outcomes commensurate with sector budget increases described here.

Note that the amounts listed here are subject to change, as I-REN COG partner staff are currently working with their respective agency's fiscal departments to assemble their individual labor and expense budget forecasts based on estimated fully burdened rates, anticipated staff needs, and other key factors. This process is aligned with the CPUC requirement that portfolio administrators demonstrate the reasonableness of their budget requests through zero-based, bottom-up budgeting in which every cost must be justified and aligned with delivering intended program outcomes. Assuming I-REN continues with many of its current expenses, Attachment 3 provides a more detailed picture of how I-REN's first year (2028) budget would look.

The date for the submittal of the Business Plan, originally scheduled for February 16, 2026, has been pushed back by the CPUC to March 16, 2026. This decision was based on requests from the Investor Owned Utilities (IOU) which requested a 30-day extension. While I-REN was prepared to submit on the original February deadline, the additional time allows for further refinement to the narrative to further illustrate I-REN's value and benefit to the communities of San Bernardino and Riverside Counties.

Prior Action(s):

January 20, 2026: The I-REN Executive Committee authorized submittal of the 2028-2035 I-REN Business Plan Application to the California Public Utilities Commission.

May 20, 2025: The I-REN Executive Committee authorized submittal of the I-REN 2028-2035 Business Plan for programs and services related to the Public, Workforce Education & Training, and Codes & Standards Sectors, and directed I-REN staff to establish better relationships and coordination with existing Energy Efficiency Programs offering services in the Commercial, Residential, and Industrial Sectors, to bring additional resources, programs and services to the communities of the Inland Empire.

Financial Summary:

The eight-year, \$178M budget will be programmed over nine fiscal years, in line with WRCOG's budget and fiscal year end. These funds are "use-or-lose-it", meaning they must be spent over the program period or they will be lost.

Attachment(s):

[Attachment 1 - Draft I-REN 2028-2035 BPA.pdf](#)

[Attachment 2 - I-REN BPA Budget Comparison.pdf](#)

[Attachment 3 - I-REN 2028 BPA Budget First Year Detail.pdf](#)

Attachment

I-REN 2028-2035

Business Plan Application
DRAFT



iren.gov

Inland Regional Energy Network

Exhibit 1: 2028-2031 Portfolio Plan and 2032-2035 Business Plan

DRAFT

We are a network of partners, including the Coachella Valley Association of Governments, the San Bernardino Council of Governments, and the Western Riverside Council of Governments, formed to serve the cities and communities of our region.



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I. Chapter 1: Executive Summary

A. I-REN Overview

Initiated in 2019, the Inland Regional Energy Network (I-REN) is a consortium of the Western Riverside Council of Governments (WRCOG), Coachella Valley Association of Governments (CVAG), and San Bernardino Council of Governments (SBCOG).

Collectively known as the Inland Empire, the I-REN service area of the counties of Riverside and San Bernardino counties includes 11% of California's population, but its geographic arrangement, population, and distance from the state's major metropolitan areas result in inconsistent and insufficient service to the region. Further, the region is distinct from other southern California areas—particularly Los Angeles—with its own robust character, culture, climate zones, and identity.

Historically, the Inland Empire has faced challenges in receiving equitable opportunities to participate in energy efficiency and the advanced energy economy. As dedicated representatives of local government, I-REN consortium members applied for REN portfolio administrator (PA) status and were approved in 2021. With the implementation of its first business plan during 2022-2027, I-REN is establishing locally-administered programs and services to ensure ratepayers in this region can become active participants in meeting California energy efficiency goals and equitably benefit from ratepayer-funded energy efficiency.

B. Application Intent

The intent of I-REN's business plan application is to sustain and grow its foundational portfolio of programs and market sectors, while empowering local leaders and workforce to foster greater awareness of energy efficiency benefits and opportunities across all sectors in the Inland Empire region. This intention and the strategies proposed in I-REN's application are directly informed by stakeholder input.

In early 2025 I-REN requested input from its Executive Committee, a governing board made up of elected officials from across the I-REN service territory, to inform the overall portfolio framework for this application. Key themes of the input from these local government representatives are as follows: 1) the services currently provided by I-REN are greatly needed and will require additional time and support to overcome longstanding gaps in capacity and awareness; and 2) the Inland region also lacks awareness of and access to opportunities for energy efficiency and resiliency for market sectors not currently served by I-REN, e.g., residential, commercial, and industrial. The Executive Committee requested that I-REN consider whether its portfolio should be expanded to address these needs.

Following this guidance from stakeholders, throughout 2025 I-REN undertook careful consideration of how to address these themes in the structure of its 2028-2035 portfolio. A significant overarching concern for I-REN in addressing these questions has been affordability and judicious use of ratepayer dollars.

- In response to key theme #1, I-REN planned and launched evaluation studies and additional stakeholder engagement in 2025 to inform data-driven refinements to its current portfolio. These efforts are detailed extensively in Chapter 8 and consisted of listening sessions, stakeholder interviews, and online feedback tools. Stakeholder audiences represented a range of interests and included I-REN staff, program implementers, local governments, school districts, community-based organizations, energy auditors, code consultants, energy professionals, county workforce representatives, past program participants, and prospective participants.
- In response to key theme #2, I-REN examined current programs offered by other PAs in the Inland region to assess potential gaps. This initial assessment, using data from the California Energy Data and Reporting System (CEDARS) as well as other PA's energy efficiency program websites, indicated that there do appear to be programs available for other market sectors not

currently served by I-REN. I-REN shared this information with its local leadership stakeholders, however, their responses indicated that these programs are unfamiliar to and/or underutilized by I-REN communities.

Guided by the engagement, evaluation, and research activities described above, I-REN proposed to its stakeholders and received their encouragement to move forward with the following intentions for its 2028-2035 application:

- Optimize I-REN's foundational portfolio of programs based on lessons learned, to meet stakeholders' communicated needs and continue strengthening the regional framework being established in 2028-2035.
- Empower local leaders and organizations through education and outreach to foster greater awareness of energy efficiency benefits and opportunities across all sectors in the Inland Empire region.

C. Regulatory Context

In February 2021, I-REN applied for REN PA status to offer a portfolio of programs serving the Public Sector, Codes & Standards, and Workforce Education & Training, with governance from WRCOG as administrative lead agency as well as SBCOG and CVAG.¹ I-REN was approved by the CPUC on November 18, 2021, in D.21-11-013 with a budget of \$65,577,932 to be funded through program years 2022 to 2027.

In approving I-REN in D.21-11-013, the Commission stated that I-REN's business plan complies with the requirements of D.12-11-015 and D.19-12-021 for targeting hard-to-reach customers, filling gaps, and complementing other program administrators' portfolios.² Moreover, the Commission indicated that I-REN's "focus on equity and

¹ Motion of the Western Riverside Council of Governments on Behalf of the Inland Regional Energy Network (I-REN), for Approval of its Energy Efficiency Rolling Portfolio Business Plan and Budget, February 26, 2021.

² D.21-11-013 Conclusion of Law (COL) 4.

serving disadvantaged and underserved communities is welcome and consistent with the Commission's ESJ Action Plan.”³

In response to I-REN's 2021 business plan, the Commission granted I-REN a unique, six-year portfolio period of 2022 through 2027 to align I-REN with the new four-year cycle framework adopted following I-REN's original business plan submittal. In D.21-11-013 Approval of Inland Regional Energy Network Energy Efficiency Business Plan, the Commission ordered that I-REN shall align its budget advice letter filings with the other program administrators' filing schedule, beginning with the September 1, 2023, Portfolio True-Up advice letter covering program years 2024 through 2027.⁴

On October 16, 2023 I-REN submitted its True-Up Advice Letter (TUAL) (I-REN Advice Letter 3-E/3-G) with budget forecast revisions include rolling over unspent funds from 2022-2023, allocating funding for integrated demand-side management (IDSM), and distinguishing between program implementation costs and portfolio administration PA costs. I-REN also updated its savings and total system benefit forecasts at that time. I-REN's TUAL was accepted by CPUC as of February 7, 2024 with effective date November 15, 2023. On November 4, 2025 I-REN submitted a Mid-Cycle Advice Letter (MCAL) with revisions to its budget and updates to savings forecasts for 2026-2027. The MCAL also provided an update segment metrics, community engagement indicators, and responses to evaluator recommendations.

[FORTHCOMING: Add decisions/guidance and initiatives/recent updates: D.21-05-031, D.23-06-055, ESJ Action Plan, Ruling re: gas phaseout Phase 2 Staff Proposal]

³ D.21-11-013 COL 7.

⁴ D.21-11-013 OP 7.

II. Chapter 2: Portfolio Summary

A. Service territory and service territory-related factors

I-REN's Region

The Inland Regional Energy Network (I-REN) jurisdiction, as shown in the map below⁵, includes all areas within San Bernardino County and Riverside County encompassing 52 cities, 78 unincorporated county areas, and 17 tribes. These counties together make up the Riverside-San Bernardino-Ontario Metropolitan Statistical Area (MSA), colloquially referred to as the “Inland Empire.” This region makes up 12% of California’s population and 18% of California’s land area with San Bernardino County being the largest county by land area in California. The Inland Empire is also one of the largest MSAs in the state following the Los Angeles-Long Beach-Anaheim MSA, the San Francisco-Oakland MSA, and the San Diego MSA.

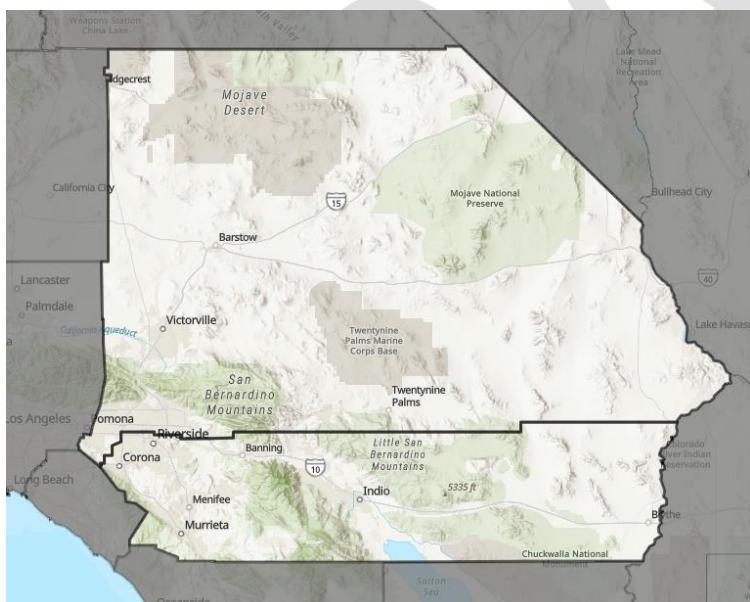


Figure 1 I-REN Service Territory

⁵ Source: CA Governor’s Office of Emergency Service May 2025
https://services.arcgis.com/BLN4oKB0N1YSgvY8/arcgis/rest/services/Counties_in_California/FeatureServer/0

The region has a diverse geography with mountains, deserts, distinct urban areas, tribal areas, and vibrant communities and towns. Though the region does have large, densely populated areas in major cities, including the cities of San Bernardino and Riverside, it also has rural desert and mountain communities that are sparsely populated. Special districts play a significant role in the region, operating services including water, sanitation and wastewater, parks and recreation, resource and conservation, and other community services.

I-REN has coordinated with the other PAs in the region and consulted with the other RENs in the state to ensure that this Business Plan is positioned to fill gaps, provide appropriate services, and address needs that cannot or are not being addressed by other PAs. I-REN aims to scale its role and goals appropriately to match its strengths and fit the needs of its constituents to ensure that it offers the region a portfolio of programs that have measurable value in increasing energy savings, community resilience, and long-term economic and environmental sustainability.

Geographic Backdrop

Below are elements of I-REN's geography and infrastructure that pose challenges for the Inland Empire region. I-REN's programs will consider and address these challenges, as described further in this Business Plan.

- **Sparse Geography:** The Inland Empire includes larger swaths of rural land which hosts less connected communities, making it difficult to reach, especially by larger utilities, as well as by residents traveling within the region.
- **Extreme Heat:** The region is faced with extreme heat, leading to higher stress on the energy grid and highlighting the need for climate resilient solutions.
- **Building Stock:** A larger number of older buildings (pre 1970s) and municipal facilities in the region use more energy due to outdated systems.

- **Permit Compliance:** There is low permit compliance in the region, highlighting a need for greater awareness and enforcement of more efficient building codes.
- **Fast Growth:** The region is expected to grow quickly and there is concern that the grid capacity will not keep pace with this growth.
- **Increasing Energy Usage:** The rural areas of I-REN's territory are attractive for data centers and large warehouses, causing excessive strain on the energy grid.

Gaps in I-REN Jurisdictions

Below are issues facing local jurisdictions affecting uptake of energy efficiency programs.

Staffing and Resource Constraints: Local governments in the region, including special districts, must balance a number of high-priority items with their limited staffing, with often one staff person who is responsible for multiple issue areas. This impacts the ability of local jurisdictions to effectively participate in energy efficiency programs. I-REN's technical support helps reduce staff time spent on energy efficiency projects and enable participation in these programs.

Lack of Knowledge and Awareness: Many public agencies are unaware of the process for installing energy efficiency upgrades or do not know that programs exist to help them upgrade. I-REN is working to increase awareness of programs in the region, with Fellows supporting outreach and education and referring public agencies to other incentives and resources in the region as appropriate.

Lack of Trained Workforce: The dearth of contractors trained for energy efficiency work in the Inland Empire is a significant challenge. While this makes finding a trained contractor difficult, the lack of contractors also presents a large opportunity to grow the workforce in the region through the WE&T program. I-REN plans to

dedicate significant budget increases for this program as part of this Business Plan, to grow the Fellow program and to increase relevant energy efficiency trainings for contractors in the region.

Lack of Seed Funding: The lack of seed funding to kick-start projects for public agencies makes larger upgrades more difficult for I-REN's public sector customers. While Fellows can help connect public agencies to existing funding opportunities, the uncertainty around federal funding cuts may require agencies to seek additional sources of funding. I-REN will explore opportunities for innovative funding options, such as assessing the opportunity to use philanthropic funds for these projects.

Lack of Data: A top issue identified in the current program cycle is the challenge of getting reliable data and building information from utilities to implement the NMEC program. The time to gather, refine, and ensure data accuracy is often a substantial barrier for municipal governments. I-REN has been working to fill this gap through its Fellows program, increasing awareness of available technical assistance and the benefits of the program for participants. I-REN will continue to provide focused support to local communities, while also supporting upgrade-ready jurisdictions that have greater capabilities to participate in the short term and that address the unique needs of the Inland Empire.

Demographic Characteristics

The San Bernardino-Riverside-Ontario MSA, which comprises the Inland Empire, is a growing region home to 4,688,053 people. The following charts provide demographic data for the Inland Empire.

- **Riverside County:** Population 2,492,442 (2023 Census), covering 7,209 square miles, population density of 345.7 people per square mile
- **San Bernardino County:** Population 2,195,611 (2023 Census), covering 20,068 square miles, population density of 109.4 people per square mile

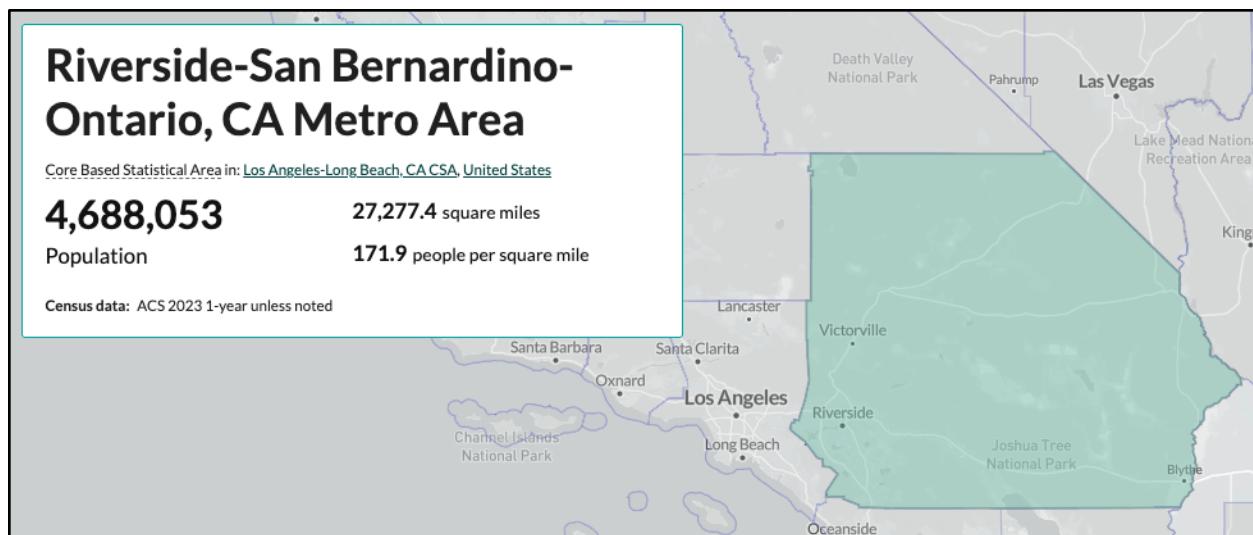


Figure 1 Riverside-San Bernardino-Ontario MSA Key Demographics

The Inland Empire, along with the Central Valley, saw the most growth of all of California from 2021 to 2024⁶ and is expected to continue growing, particularly over the next 10 years, as shown in the table below⁷. As the region grows, I-REN will play an increasingly important role in reducing energy use and achieving energy savings and promoting long-term economic and environmental sustainability through its programs.

Table 1 Projected Population Growth

	2025	2035	2050
California	39,299,708	40,105,580	40,819,078
Riverside County	2,462,781	2,558,733	2,707,319
San Bernardino County	2,190,800	2,219,560	2,169,674

⁶ <https://www.gov.ca.gov/2025/05/01/californias-population-increases-again/>

⁷ California Department of Finance table P2A County Total 2025

<https://dof.ca.gov/forecasting/demographics/projections/>

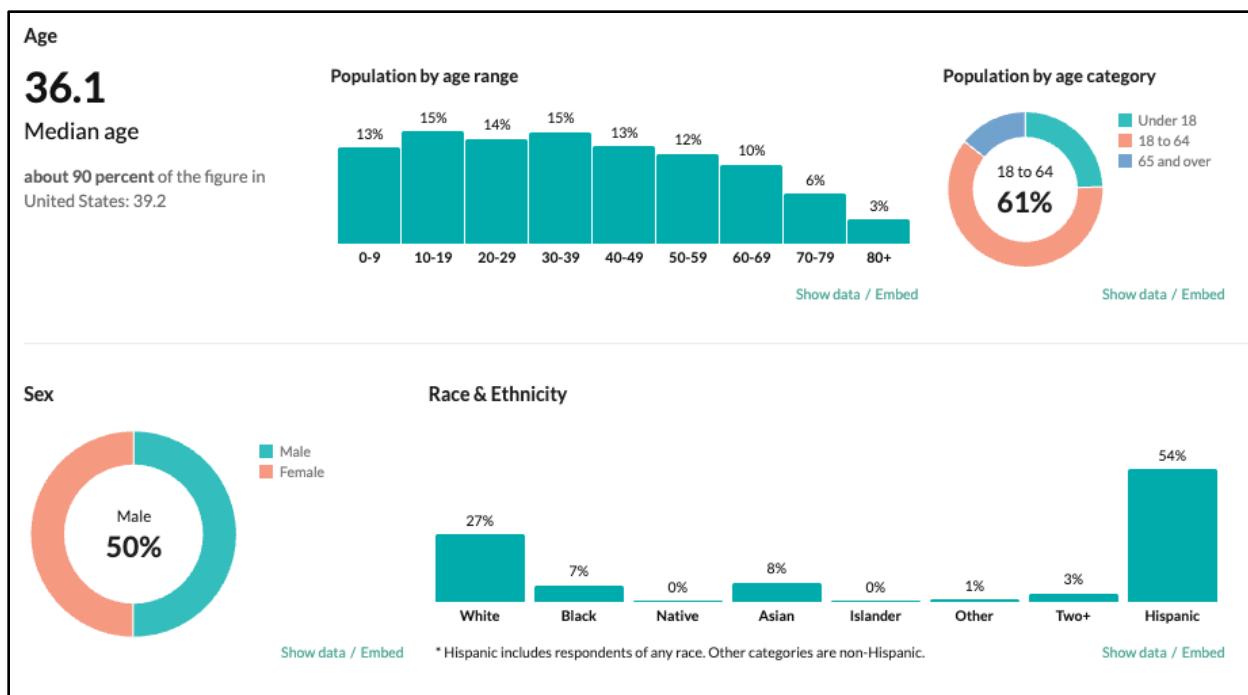


Figure 2 Riverside-San Bernardino- Ontario Population Demographics

With a median age of 36, the region is slightly younger than the California median of 38.2 and has a fairly even distribution of age groups.⁸ Sixty-one percent of the population fall between 18 to 64 which suggest a strong workforce or working-age community. Over half of the population identifies as Hispanic, followed by 27% identifying as white indicating a need to ensure all programs are accessible in Spanish and are culturally appropriate.

1. Income

The Riverside-San Bernardino-Ontario MSA has a median household income of \$87,843⁹ which is significantly lower than the California median household income of \$95,531.¹⁰ Additionally, while about 12% of the Inland Empire falls under the federal poverty line, the high cost of living in California, compared to the rest of the

⁸ Census Reporter ACS 2023 Survey, <https://censusreporter.org/profiles/31000US40140-riverside-san-bernardino-ontario-ca-metro-area/>

⁹ <https://censusreporter.org/profiles/31000US40140-riverside-san-bernardino-ontario-ca-metro-area/>

¹⁰ <https://censusreporter.org/profiles/04000US06-california/>

country, means that a greater percentage of people in the region are struggling financially. The income disparity highlights the role of local governments to support community resilience, economic, and climate sustainability. It also shows the need for good paying jobs in the community.

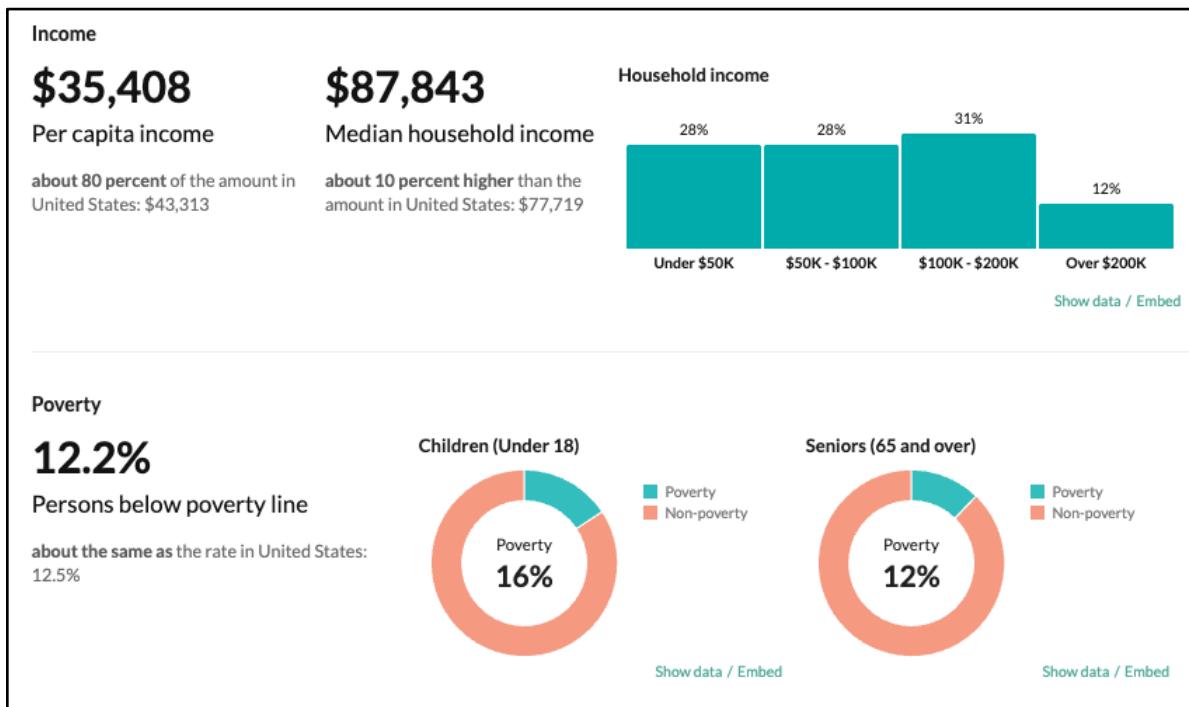


Figure 3 Riverside-San Bernardino-Ontario MSA Income & Poverty

2. Education Level

The Inland Empire has significantly fewer Bachelor degree (or higher degree) holders than the California average of 37.5%¹¹. This indicates a high need for alternative careers options in the region that do not require a higher education degree. Additional opportunities for energy efficiency and electrification trainings and certifications would benefit this region's population.

¹¹<https://censusreporter.org/profiles/04000US06-california/>

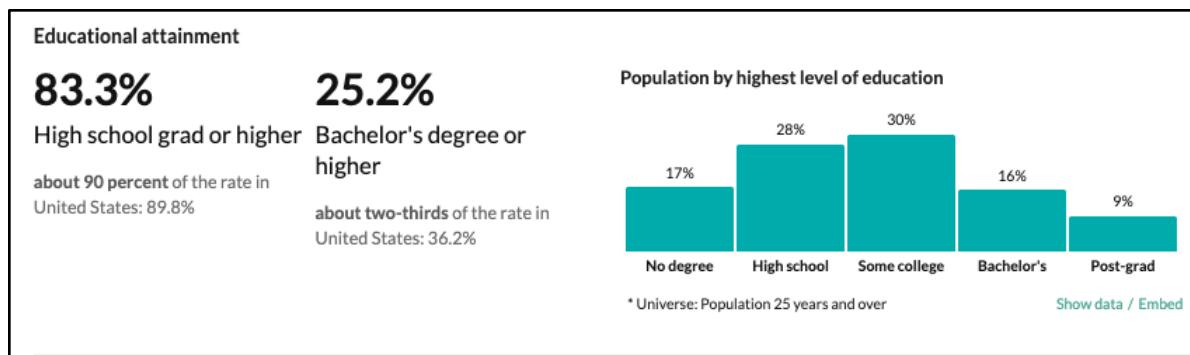


Figure 4 Riverside-San Bernardino-Ontario MSA Education Level MSA

3. Disadvantaged Communities and Hard-to-Reach

As defined by SB 535, Disadvantaged Communities (DACs) refer to tribal lands or areas with a population with a median income 60% below the statewide median. The I-REN territory has large sections of the region that are DACs; as seen in Figure 6 there are large portions of land designated as DACs in San Bernadino County, as well as many smaller DACs closer to the cities of San Bernadino and Riverside. Figure 7 shows many census tracts that are in the 60th percentile or higher for pollution burden and social vulnerability, aligning closely with the DAC regions.

Additionally, as outlined in CPUC Decision D.23-06-055, local government entities that are located outside of the San Francisco Bay Area, Greater Los Angeles Area, Greater Sacramento Area and San Diego County areas— which are generally more rural— meet the geographic criterion for hard to reach (HTR) customers. Therefore, all jurisdictions in the Inland Empire MSA are considered HTR. A recent study by UC Santa Barbara found that the largest predictor of total and per capita energy efficiency funding for local governments was their rurality, with another top factor being their designation as a DACs. Overall, the spending on energy efficiency programs in these counties is low.¹² Considering the large number of DACs and the

¹² Michelle Le, Sydney Litvin, Atherv Gole, Audrey Meiman, Austin Covey, Nathaniel Villa, Measrainsey Meng, Tatum Katz, Ranjit Deshmukh, Inequity in public sector energy efficiency? Explaining disparities in program budgets in California, United States, Energy Research & Social Science, Volume 114, 2024, 103590, ISSN 2214-6296, <https://doi.org/10.1016/j.erss.2024.103590>.

rurality of San Bernadino and Riverside Counties, there is a need for greater investment in energy efficiency projects to reach these communities. These maps underscore a substantial need for focused, consistent, local engagement and energy efficiency funding to serve these communities and help reduce their energy burden and overall consumption.

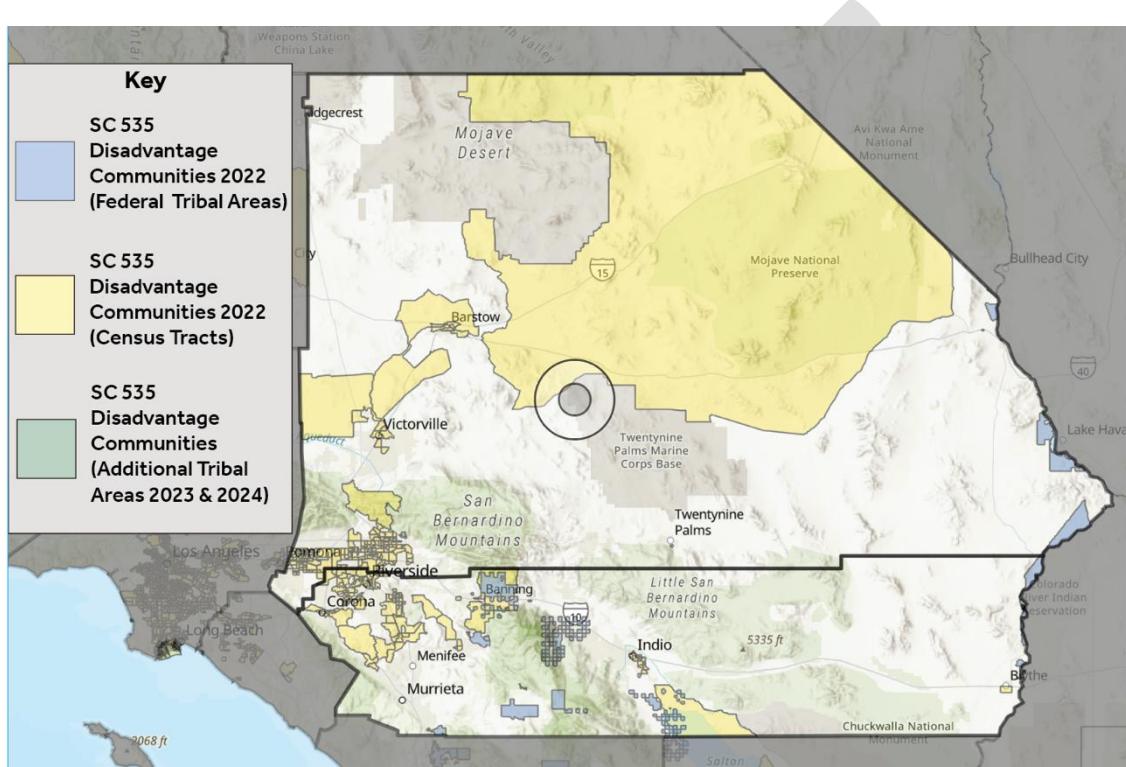


Figure 6 Disadvantaged Communities and Tribal Lands

Source: SB 535 Disadvantaged Communities 2022 (tribal update 2024)- CalEnviroScreen

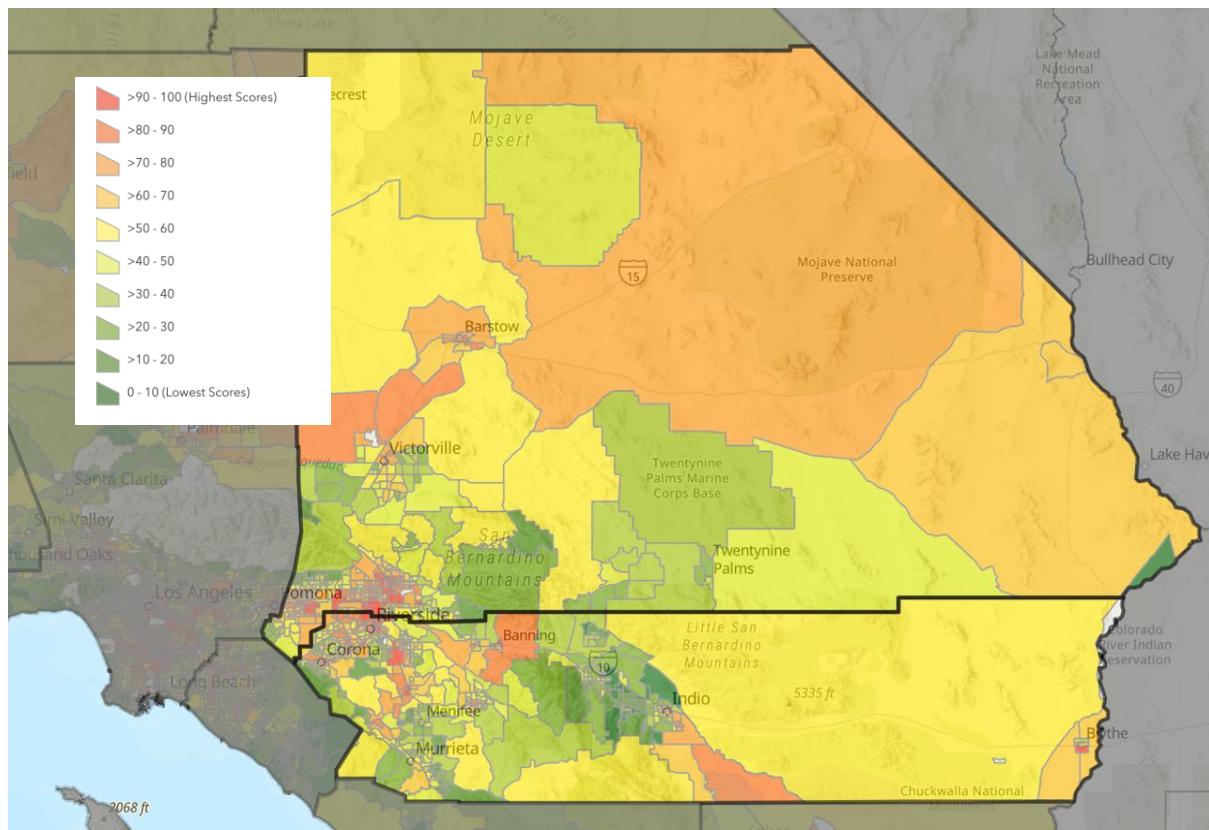


Figure 7 CalEnviro Screen 4.0 for I-REN Territory

Source: CalEnviro Screen 4.0

Climate Impacts

Climate change impacts, especially extreme heat, are anticipated to significantly impact Riverside and San Bernardino counties. This will result in an anticipated increase to roughly 60 extreme heat days annually (days over 106°F) and 60 warm nights (nights above 76°F) by 2100,¹³ as shown in Figures 8 and 9, respectively. With the older building stock in the Inland Empire, both residential and municipal buildings will need to use more energy to maintain indoor comfort in coming years, resulting in an overall increase in energy consumption if no further interventions are taken.

During the summer of 2020, California experienced a severe heat wave that resulted in brown outs and rolling blackouts to the region with flex alerts from California Independent System Operator (CAISO) causing 813,000 people to be without power¹⁴. These events, which will only become more likely due to extreme heat events from climate change, underscore the need for local governments to support energy efficiency, reducing the likelihood of power outages while supporting community resilience.

Additionally, the Inland Empire already has some of the worst smog in the region, with San Bernardino and Riverside cities ranking as the most polluted cities for ozone particle pollution,¹⁵ contributing to health impacts and poor air quality. This smog is caused by emissions from gas vehicles, gas appliance, and warehouses in the region. Upgrading to energy efficient and electric appliances will reduce smog and ozone pollution and improve the air quality in the Inland Empire.

¹³ <https://cmip5.cal-adapt.org/tools/local-climate-change-snapshot>

¹⁴ <https://www.cmua.org/2021-issue-brief-electric-reliability>

¹⁵ State of the Air 2025 <https://www.lung.org/getmedia/5d8035e5-4e86-4205-b408-865550860783/State-of-the-Air-2025.pdf>

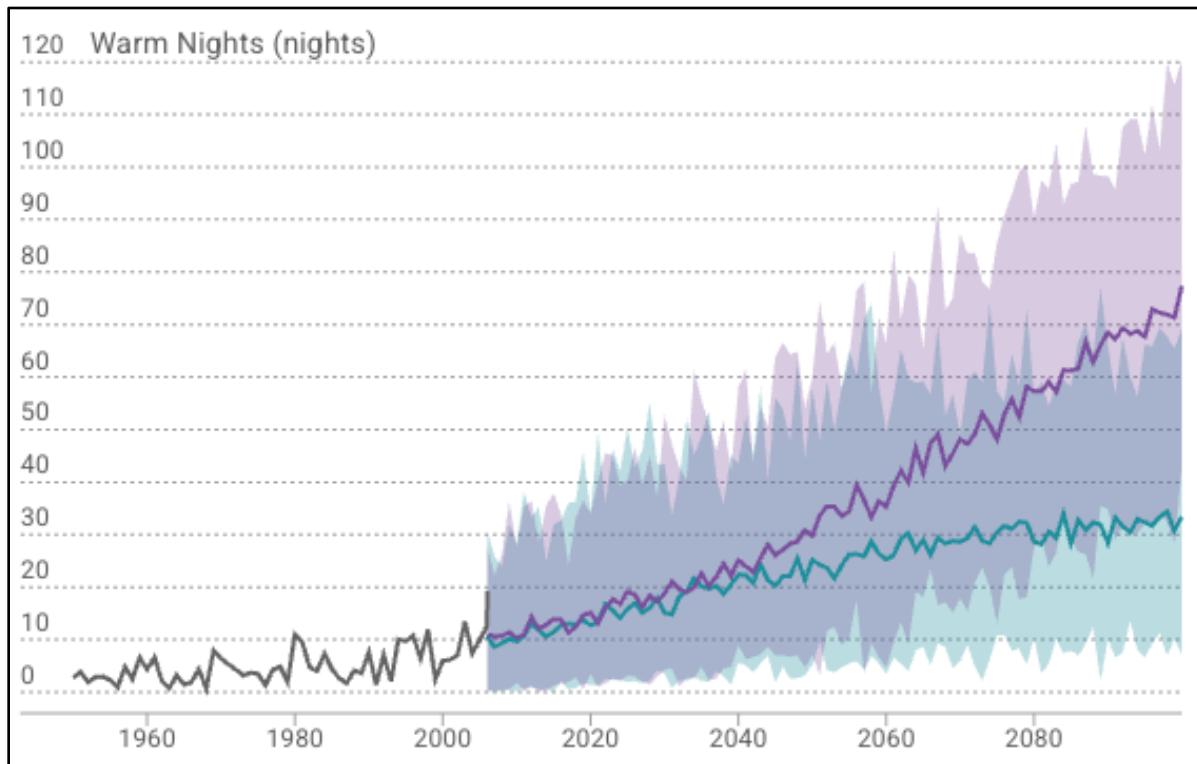


Figure 8 Riverside County Warm Nights

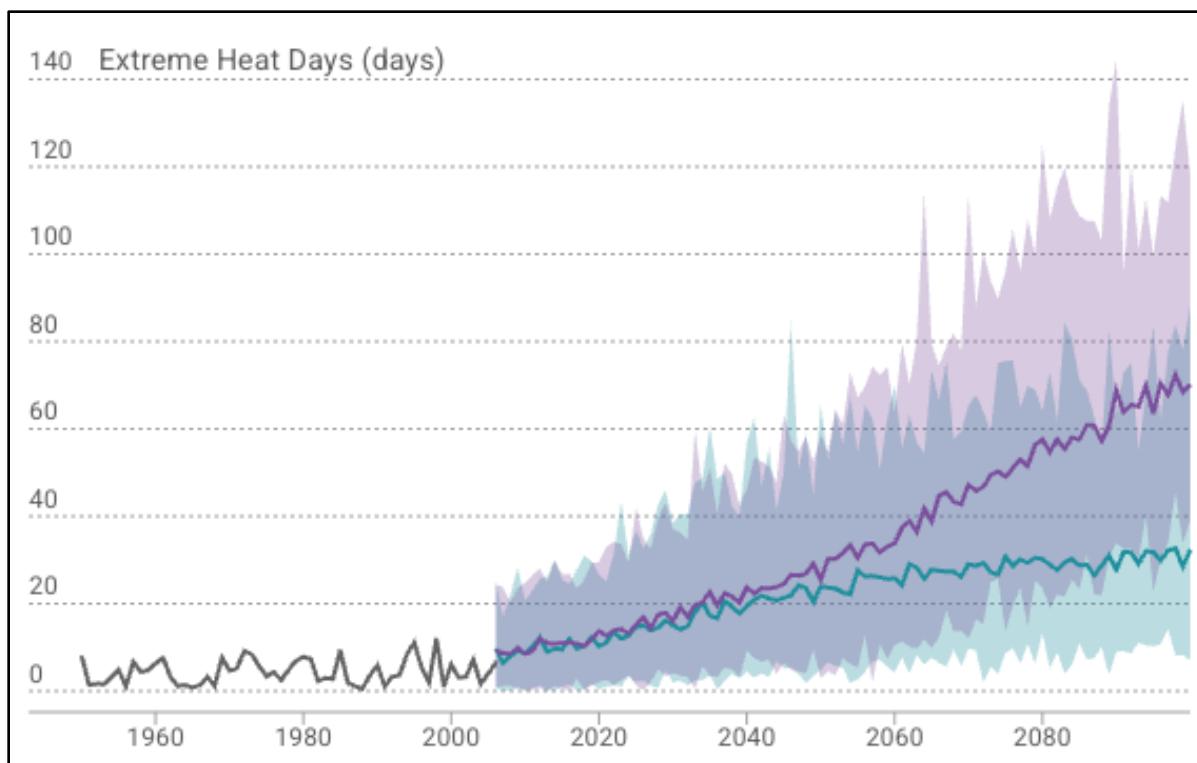


Figure 9 Riverside County Extreme Heat Days

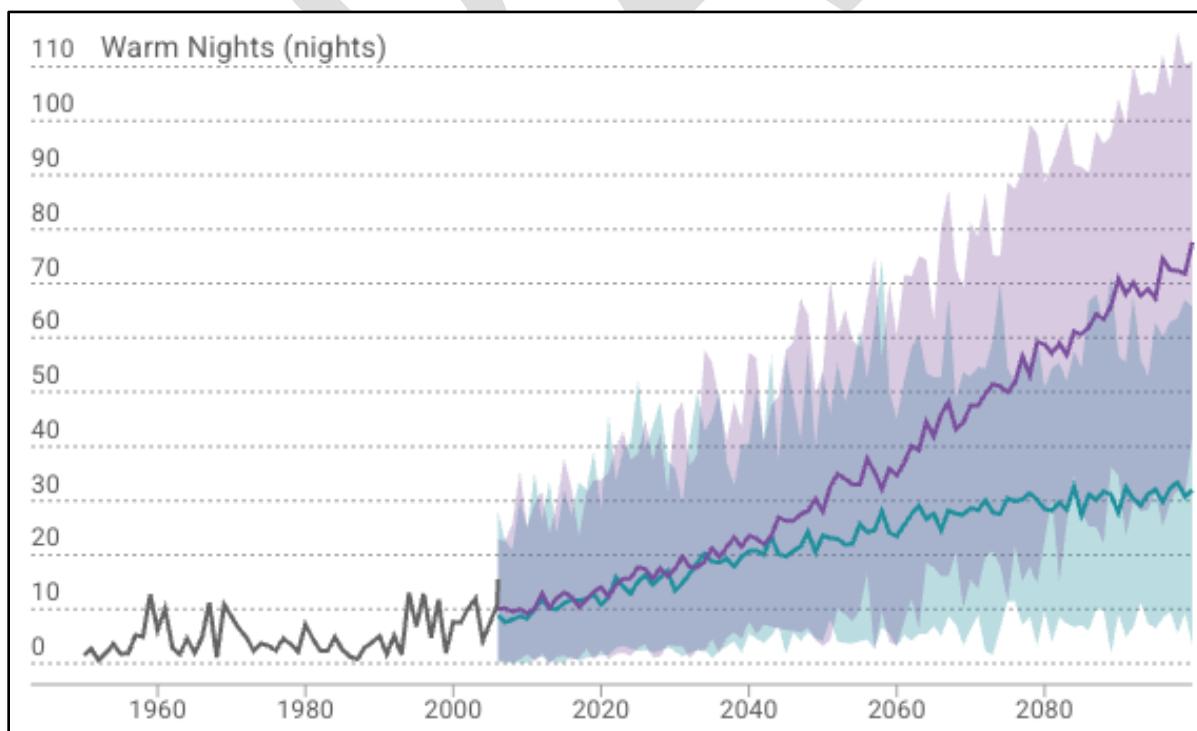


Figure 10 San Bernardino County Warm Nights

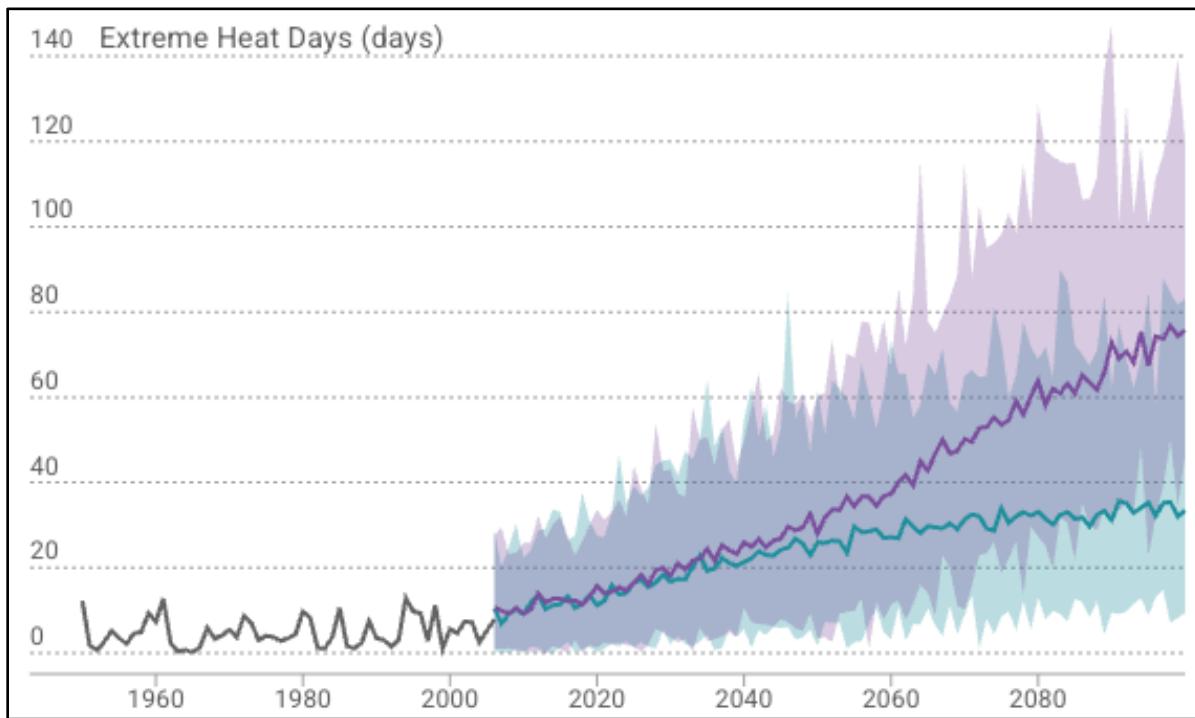


Figure 11 San Bernardino County Extreme Heat Days

Coordination with Regional PAs

In addition to I-REN, the Inland Empire is also served by SoCal Edison (SCE), SoCal Gas, and is included in the SoCal REN territory. While there are multiple Program Administrators (PAs) in the region, the actual services to local communities are limited and are not meeting the needs of the growing areas. I-REN has coordinated with the other PAs in the region and consulted with the other RENs in the state to ensure that this Business Plan is positioned to fill gaps, provide services appropriate to a REN, and address needs that cannot or are not being addressed by other PAs. I-REN aims to scale its role and goals appropriately to match its strengths and fit the needs of its constituents to ensure that it offers the region and the California Public Utilities Commission (CPUC or Commission) a portfolio of programs that has measurable value in increasing energy savings, community resilience, and long-term economic and environmental sustainability.

Sector Market Characterization

I-REN has developed three sectors (Public Sector, Codes & Standards, and Workforce, Education, & Training Sectors) and two programs within each sector to serve the unique needs of the region. More information about the specific needs these sectors address are below.

1. Public Sector

In the I-REN service territory, the public sector jurisdictions include two counties, 52 cities, 74 special districts in Riverside County¹⁶ and over 120 special districts in San Bernardino County¹⁷, 15 tribal areas that range in size from less than a dozen tribal members in the Augustine Band of Cahuilla Indians to more than 300,000 residents in the City of Riverside, as well as unincorporated communities. As heard from I-REN's stakeholders, I-REN's local governments have limited motivations to complete energy upgrades and are challenged to maintain and upgrade these facilities due to a lack of funding for capital improvements, limited awareness of energy efficiency and other program opportunities, limited time and staff resources, and conflicting priorities. Further, state mandates such as building energy benchmarking (AB 802) requirements, energy code compliance, and climate adaptation planning are additional unfunded regulations and requirements on local governments; these requirements are often difficult to meet given competing priorities as well as varying political support for climate-related solutions in many areas of the region.

Many municipal buildings in both Riverside and San Bernardino Counties are considered older and use more energy due to outdated systems and insulation. Yet energy efficiency projects for these buildings and systems usually fall to the back burner due to the lack of capacity and the time and effort for energy upgrades.

¹⁶ <https://sdarc.specialdistrict.org/our-districts>

¹⁷ <https://specialdistricts.sbccounty.gov/>

Municipal buildings and special districts have significant energy usage, with school districts spending more than \$8 billion nationwide on energy costs¹⁸. Supporting energy efficiency upgrades for these larger municipal and special district buildings, which use significantly more electricity than a residential home, will help build resilience and support the energy grid in the region.

Local governments must also engage various staff members from different departments to carry out energy efficiency upgrades. Facilities managers, public works staff, and administrators may all be involved in the process of energy efficiency upgrades and may need to be engaged at different points throughout the process. Engaging the right people at the right time during a building upgrade requires significant coordination and dedicated staff time, which may be difficult.

2. Workforce Education & Training

There are not enough trained energy professionals in the region to meet demand, which often requires agencies to source them from outside the region.¹⁹ A recently released assessment conducted by The Energy Coalition highlights an urgent need for skilled workers for energy jobs, projecting that energy jobs will grow by 20% by 2030. This study also identifies that 75% of current workers are expected to retire or transfer within the next five years²⁰, indicating the critical importance of a newly trained and skilled workforce.

Of the population in the Inland Empire, 83.3% hold at least a high school diploma—the minimum requirement for many energy jobs. However, access to training programs remains a challenge due to the region's vast geography and low density in many areas. While 100 institutions offer 363 training pathways, gaps in education, workforce alignment, and access to training continue to persist. Another challenge is that once a person is trained, it is difficult to place someone with little to no on-

¹⁸ <https://www.energystar.gov/buildings/resources-audience/k-12-schools>

¹⁹ Stakeholder Engagement key finding

²⁰ <https://www.wrcog.us/CivicAlerts.aspx?AID=52>

the-job experience. I-REN's Workforce Education and Training sector aims to fill this gap by connecting with agencies throughout the region to offer training and build up a skilled workforce.

3. Codes & Standards

There are approximately 1.6 million housing units in the Inland Empire²¹, many of which were built before the 1978 building standards. Existing buildings pose greater challenges for code compliance in comparison to new construction but are a critical portion of housing that should be safe and energy efficient for residents. Despite the importance of code compliance, the number of permits granted decreased 25% between 2023 and 2024, translating to 2.5 permits granted per 1,000 residents in San Bernardino County alone²².

Common challenges in code compliance include a lack of understanding of codes, especially when they are different or inconsistent region to region, complex or hard to understand codes, frequent code updates, and unclear processes on how to pull permits. The recent pause on Title 24 building code updates highlights the challenges that many building officials face in catching up to rapidly changing codes and enforcing these changes.

In addition to building officials, other market actors also face similar challenges in achieving successful energy efficiency projects. Building and energy systems designers in the region must be trained in energy efficient practices and, along with contractors, must understand the most up-to-date code requirements, know the permits they need to pull, and then do the work correctly. Auditors must also understand up-to-date energy systems and energy savings measures and be each be trained on how to measure energy savings. These actors must all incorporate the most recent energy efficiency requirements into their work processes.

²¹ <https://censusreporter.org/profiles/31000US40140-riverside-san-bernardino-ontario-ca-metro-area/>

²² <https://indicators.sbccounty.gov/economy/residential-real-estate-market/>

These challenges indicate a significant opportunity for C&S-related energy savings and carbon reduction in I-REN's existing residential building stock through code compliant equipment installation, additions, alterations, and renovations.

B. Application summary tables of expected performance metrics covering the 4-year and 8-year budget request

[Forthcoming]

Table 1: 4-year Portfolio Budget Forecast Summary (2028-2031)

4-year Portfolio Budget Forecast Summary (2028-2031) (\$000)					
	2028	2029	2030	2031	Total (4 years)
Total Budget					
Resource Acquisition Segment Budget					
Market Support Segment Budget					
Equity Segment Budget					
Codes and Standards Budget					
EM&V					
Administration					
ED Portfolio Oversight					

Table 2: 4-year Portfolio Forecast Summary (2028-2031)

4-year Portfolio Forecast Summary (2028-2031)						
	2028	2029	2030	2031	Resource Acquisition Segment Only	Entire Portfolio (Total 4-year)

					(Total 4-year)	
Total System Benefit (TSB)						
Total Resource Cost (TRC) Ratio						
Program Administrator Cost (PAC) Ratio						
Societal Cost Test (SCT)						
Ratepayer Impact Measure Test Ratio (RIM)						
Lifecycle MWh/GWh						
First Year MW						
Lifecycle MMTHERMS						
Lifecycle CO2 Metric Tons						

Table 3: 4-year Portfolio Budget Forecast Summary (2032-2035)

4-year Portfolio Budget Forecast Summary (2032-2035) (\$000)					
	2032	2033	2034	2035	Total (4-year)
Total Budget					
Resource Acquisition Segment Budget					

Market Support Segment Budget					
Equity Segment Budget					
Codes and Standards Budget					
EM&V					
Administration					
ED Portfolio Oversight					

Table 4: 4-year Portfolio Forecast Summary (2032-2035)

	2032	2033	2034	2035	Resource Acquisition Segment Only (Total 4-year)	Entire Portfolio (Total 4-year)
Total System Benefit (TSB)						
Total Resource Cost (TRC) Ratio						
Program Administrator Cost (PAC) Ratio						
Societal Cost Test (SCT)						
Ratepayer Impact Measure Test Ratio (RIM)						

Lifecycle MWh/GWh						
First Year MW						
Lifecycle MMTHERMS						
Lifecycle CO ₂ Metric Tons						

Table 5: 4-year and 8-year IOUs Total System Benefit Forecast (w/out C&S) vs. Goals (IOUs and other PAs, as applicable²³²⁴)

4-Year and 8-Year Total System Benefit Forecast vs. Goals (\$000)			
Year	Total System Benefit Forecast	Total System Benefit Goals	Percent of TSB Goal
2028			
2029			
2030			
2031			
Total (4 years)			
2032			
2033			
2034			
2035			
Total (4 years)			
Cumulative (8 years)			

Table 6: 4-Year and 8-Year Codes and Standards Forecast vs. Goals (IOUs only)

²³ Required: IOUs should insert the results CPUC Potential and Goals Decision [D.25-xx-xx].

²⁴ Optional: Non-IOUs may provide goals based on PA specific forecasts.

4-Year and 8-Year Codes and Standards Forecast vs. Goals			
Year	Energy Savings (MWh, MW, MMtherms)	Goals (MWh, MW, MMtherms)	Percent of Goal
2028			
2029			
2030			
2031			
Total (4 years)			
2032			
2033			
2034			
2035			
Total (4 years)			
Cumulative (8 years)			

Table 7: Portfolio Statewide and Third-Party Contribution Percentage Requirements (As Applicable)

Portfolio Statewide and Third-Party Contribution Percentage Requirements					
Time Period	Budget Component	Qualifying Budget	Cumulative Total Budget w/o OBF Loan Pool	Contribution Percentage	Minimum Threshold
2028-2031 (4-years)	Statewide [1]				20%
2028-2035 (8-years)	Statewide [1]				20%
2028-2035 (4-years)	Third-party [2]				60%

2028-2035 (8-years)	Third-party [2]				60%
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¹ SW program definition per D.16-08-019, OP 24, OP 38, & OP 39.

²Third-party program definition per D.16-08-019, OP 10, includes SW third-party budget.

III. Chapter 3: Portfolio Strategies

A. Describe portfolio strategies for 4-year plan and 8-year plan

Strategies

1. Advance affordability and mitigate overall rate impacts, consistent with Executive Order N-5-24

California's RENs were created to ensure that communities historically underserved by investor-owned utilities (IOUs) have equitable access to energy efficiency services, capacity-building opportunities, and local economic benefits. While Executive Order N-5-24 focuses primarily on utilities and state agencies as they work to reduce upward pressure on energy rates and manage long-term system costs, the RENs play a complementary and essential role: delivering equity-centered, community-driven programs that directly reduce energy burdens for residents, businesses, and public agencies.

Affordability is a foundational mission of every REN. With comparatively small budgets within the state's overall energy efficiency portfolio, RENs nevertheless provide high-impact, targeted services that lower bills, remove participation barriers, and address gaps in utility programs, particularly in disadvantaged, under-resourced, and hard-to-reach communities. RENs connect deeply with their community needs resulting in programs that help Californians to manage their energy costs today while supporting the broader statewide priority of maintaining an affordable and reliable clean energy future, as articulated in EO N-5-24.

For I-REN, affordability means enabling public agencies to reduce their total energy costs through energy savings, access to incentives, and reduced administrative

burdens. I-REN brings together three Councils of Government (COGs) – the Coachella Valley Association of Governments, San Bernardino Council of Governments, and Western Riverside Council of Governments – and utilizes their connections with these agencies to reduce energy usage and make energy upgrades in local government facilities. I-REN's longstanding relationship with cities in these COGs helps ratepayer-funded programs actually reach those who need them most.

Key Affordability Strategies and Contributions

1. Reducing energy bills through tailored efficiency support

- Personalized technical assistance and energy assessments for underserved jurisdictions that reduce the cost and complexity of upgrades.
- Incentives for efficiency improvements, including I-REN's incentives based on net energy savings, which directly lower energy consumption and bills.
- Navigation of grants, rebates, and financing options, ensuring participants secure all available resources.

2. Expanding awareness and access for underserved and disadvantaged communities

- Programs designed specifically for hard-to-reach public agencies with limited capacity.
- Support that closes participation gaps in energy efficiency programs, aligning with EO N-5-24's emphasis on equitable and transparent access to energy programs.
- Outreach to empower public sector and workforce stakeholders as local leaders to increase awareness of energy efficiency benefits and program opportunities across all market sectors.

3. Strengthening local economies and creating pathways to clean energy jobs

- Workforce training, including I-REN's Energy Fellows program, which builds local capacity, supports high-road career pathways, and maintains affordability by expanding the pool of skilled practitioners.
- Programs that offer local economic opportunities by supporting small contractors and local governments with participating in and benefitting from the clean energy transition.

4. Utility bill analysis through Energy Roadmapping

I-REN's TA program supports identifying project opportunities through energy benchmarking and utility bill analysis, including I-REN's Energy Resilience Roadmap deliverables and performance benchmarking through ESPM and I-REN's Building Upgrade Concierge (BUC) platform. This initial and routine analysis helps agencies understand existing facility conditions, prioritize energy efficiency audits, and leads to the identification of EE projects.

Through our utility bill analysis conducted as part of the Energy Roadmapping development process, we identified upwards of 8 meters billed under incorrect tariff/rate classifications, resulting in the customer paying more than necessary. I-REN supports customers in taking the next steps to correct their rate classification and reduce utility costs, ensuring optimized billing and long-term operational savings.

2. Optimize TSB achievement and cost effectiveness, as well as TSB achieved per ratepayer dollar spent

In D.23-06-055, the California Energy Commission (Commission) reaffirmed the purpose of equity programs as achieving benefits that cannot as readily be monetized, saying that instead of applying a cost-effectiveness threshold to equity programs, CPUC prefers to assess the specific benefits and outcomes they achieve,

whether or not they can be monetized. I-REN's equity segment programs deliver a wide array of comprehensive benefits in addition to energy savings, as further described in I-REN's 2024 Annual Report, including non-energy and capacity-building benefits as well as audits identifying millions of dollars in utility bill savings that I-REN's public sector equity programs can help agencies realize. For example, in 2024 I-REN supported 12 agencies (100% of which were underserved and/or HTR agencies) secure over \$1.8 million in Energy Efficiency and Conservation Block Grant (EECBG) funding through targeted support during the application process, which amounted to approximately 30% of all ECBG funds allocated to I-REN member agencies.

I-REN has one program that is specifically designed for delivering claimable energy savings and TSB: the IREN-PUBL-002: Public Buildings NMEC Program, within the equity sector. This program strongly relies on support from I-REN's other equity segment program, IREN-PUBL-001: Technical Assistance and Strategic Energy Planning Program, as well as the IREN-WET-002: WE&T Workforce Development Program in the market support segment, to supplement local agencies' staff capacity to move NMEC projects forward through I-REN's equity resource program.

Because the public agency NMEC program generally provides larger installations to these institutions that must be monitored over time in order to achieve actual results, I-REN anticipates reporting its first TSB claims in _____. At the time of this application I-REN is steadily building a robust pipeline of projects, with \$4.9 million in incentives reserved, and an estimated \$19 million in bill savings as well as 70 kWh of energy savings, which will be realized in the coming years. I-REN anticipates that this number will continue to grow with changes to the outreach approach for public agencies and the increase in the Fellows program.

There are also other additional benefits that I-REN has contributed to the region through its other programs. Through I-REN's TA Program, I-REN identifies holistic

energy projects that deliver deep, persistent savings that result in maximized TSB delivery for the NMEC program.

The majority of projects supported by the TA program are going through the NMEC program (Cash for Kilowatts). The majority of projects that I-REN has been tracking, which have not gone through NMEC, are channeled through programs where the PA is already claiming energy savings (i.e., SoCalGas' Public Direct Install (PDI) program or SoCalREN's Rural-HTR Direct Install program). See table below for savings channeled to other PA programs.

Agency	Program	Project Scope	Annual Gas Savings (therms/year)	Lifetime Gas Savings (therms)
City of Colton	SCG PDI program	13 tankless water heaters and 200 inches of pipe wrap insulation	5,200 Therms	127,995 Therms
City of Blythe	SoCalREN HTR DI	Replacement of 3 gas storage heaters with two tankless gas water heaters and one HPWH	TBD - pending final results	TBD - pending final results

- I-REN also identifies and supports stacking of funding sources (including application assistance as needed) to maximize all available resources and reduce reliance on ratepayer-funded EE investments. Grant support to date has been focused on:
 - CA State Library's Building Forward Grant
 - City of San Bernardino's Norman F. Feldheim Central Library
 - \$6,400,000 Building Forward Grant paired with \$304,000 estimated I-REN NMEC incentives
 - City of Murrieta's Library
 - \$1,500,000 Building Forward Grant paired with \$31,000 estimated I-REN NMEC incentives
 - Energy Efficiency and Conservation Block Grant (EECBG): I-REN supported customers in preparing and submitting grant applications, resulting in \$1.8 million secured across 13 I-REN customers, leading to support for energy projects.

- Supported 13 cities with funding amounts ranging from \$76K to \$250K+ per agency. The highest funded cities included Ontario (\$218K), Fontana (\$230K), and San Bernardino (\$249K).
- Types of projects: Battery system, streetlights, building retrofits, solar charging station, HVAC and lighting controls, EV charging Stations, solar poles.
- By supplementing ratepayer dollars with other funding sources, I-REN helps deliver more cost-effective projects for participants.

3. Advance building decarbonization activities in your EE portfolios

Regional Energy Networks are designed to deliver energy efficiency and decarbonization programs to underserved communities, enabling underserved jurisdictions to take part in the energy transition. In I-REN's case, all local governments in their service area are considered underserved. Many jurisdictions in the region have set GHG reduction targets for municipal emissions in their Climate Action Plans, but often lack resources and technical knowledge to enact significant energy efficiency or electrification upgrades for municipal facilities.

I-REN plays a key role in the region by supporting underserved local governments and special districts in reducing municipal emissions and meeting their overall GHG reduction goals. In the Public Sector, I-REN provides critical services and connection to financing opportunities to support building decarbonization through its Technical Assistance and Strategic Energy Planning Services. These wraparound services provide customized support to build knowledge and capacity for local governments and special districts to enact energy efficiency and electrification upgrades for building decarbonization.

I-REN's Building Upgrade Concierge service is a web-based tool that includes energy benchmarking and analysis, energy modeling and recommendations for energy efficiency and electrification upgrades, and measurement and verification services to track how well projects are performing. Collectively, the Building Upgrade Concierge service highlights opportunities for decarbonization of key

municipal and special district facilities. I-REN's technical assistance services support jurisdictions in identifying and planning for decarbonization upgrades.

I-REN's Normalized Metering Energy Consumption (NMEC), or Cash for Kilowatts Program, provides further incentives to jurisdictions to enact energy efficiency and electrification decarbonization efforts. I-REN's NMEC program, Cash for Kilowatts, seeks to drive measures that focus on electric savings at peak times by providing incentives of \$200 per kW saved.

This makes energy efficiency investments more attractive for jurisdictions and reduces building energy usage.

In the Codes & Standards and Workforce Education and Training Sectors, I-REN is also providing locally tailored trainings for building departments as well as for contractors on supporting safe implementation of codes and standards for building decarbonization. These under resourced communities may otherwise lack capacity and technical knowledge required to keep up with ever-changing energy efficiency codes. I-REN's work includes facilitating permitting for electric heat pumps and heat pump water heaters (HPWHs) to ensure I-REN's communities are part of the transition to an all-electric future. Considering the increasingly steep cost of natural gas infrastructure that will be saddled on natural gas customers as other jurisdictions transition off of natural gas over the coming decades, it is critical to ensure an equitable and affordable electrification transition for underserved community members.

4. Focus electric savings at peak times with high avoided cost and TSB

I-REN's programs provide opportunities to increase education and awareness about peak energy usage and TOU rates. While I-REN's NMEC program does not include specific TOU rate rebates, I-REN will work to include technical assistance and outreach about TOU rates to lower electricity usage during peak periods for public agencies that are participating in the program. This will be particularly relevant for facilities with 24/7 operations or operations outside of traditional

business hours, such as community centers, parks and recreation facilities, and emergency operations facilities.

Often, public agencies are not aware of their electricity rate and do not know about different rate structures that can be accessed that may save them money by promoting lower usage during periods with peak energy use. During the energy audits of public facilities, there have been several instances in which auditors have identified that these agencies were at an incorrect rate, and have upgraded them to a more advantageous rate to save them money on their energy bills. These efforts continue to save energy and money for underserved local jurisdictions.

- I-REN's approach to IDSM technical assistance supports addressing peak load by conducting audits and identifying measures for permanent load shifting strategies and shifting energy usage to off-peak hours.
- I-REN's TA program:
 - Targets energy savings when grid value is high by prioritizing measures that reduce energy consumption during peak periods.
 - Educates and trains customers to increase awareness and benefits of reducing peak demand through the provision of information and resources on DR program enrollment, TOU, and bill savings awareness.
 - Identifies and proposes technologies that have Demand Response (DR) capabilities and/or controls, enabling program participants to enroll in a DR program that helps lower peak demand.

5. Use of meter-based savings measurement

Energy modeling and planning are important steps in assessing opportunities for energy-saving upgrades, but further energy savings can result from efforts on actual energy usage data. I-REN's Public Sector programs include a Normalized Metered Energy Consumption (NMEC) Program, more colloquially known as the Cash for Kilowatts program, which directly promotes meter-based energy savings. I-REN's program team measures a building's energy meter before and after an

energy upgrade, and will provide up to \$2 in incentives provided to local governments and special districts for each kWh saved. For jurisdictions that do not qualify for NMEC, I-REN supports further savings by referring customers to SoCalREN's relevant programs.

In parallel with the Cash for Kilowatts program, the TA program provides supplemental support to public agency staff in educating about and navigating facility-specific NMEC M&V report findings, which also supports proper maintenance of facilities. We also refer public agencies to the Codes & Standards program support. As the market or target participants expand, the TA program allows for flexibility in designing and delivering additional educational opportunities, such as webinars or tailored presentations.

6. Promote and deploy “exempt measures”^[1] in the equity segment, including targeted outreach and engagement and pilots to identify and develop solutions for key barriers, needed education and training/workforce readiness and technical assistance, and other relevant elements. In developing these strategies, PAs should evaluate barriers faced by specific customer types, including small business customers and tenants of multifamily buildings, relating to the implementation of exempt measures (OP 6 and COL 3, D.23-04-035)

I-REN's Public Sector program provides energy audits for public agencies, which are designated as underserved communities and are part of I-REN's equity segment offerings. I-REN also offers a Building Concierge Service, an online technical support platform to help agencies understand opportunities for energy efficiency upgrades. Recommendations from the Concierge Service and the audits include exempt measures such as building weatherization.

Within I-REN's jurisdiction, mixed political views may also pose barriers to training and uptake of electrification projects from public agencies and residents in the region. This, coupled with significant power shut-offs in the region during extreme heat days in recent years, can contribute to lower interest from the market. Exempt measures that focus more on “common sense” energy efficiency upgrades may

resonate more with the region's public agencies and population at large. It is important for I-REN's cross-cutting codes and standards and WE&T programs to ensure contractors are trained in non-exempt measures to cater to customers that may be resistant to electrification projects.

7. Increase progress on CPUC's ESJ Action Plan goals[2]. Reference the specific ESJ Action Plan Goals and the EE portfolio strategy. Describe your approaches to advancing these goals.

Equity, as defined in the CPUC's ESJ Action Plan 2.0, with a particular emphasis on the goal of delivering energy efficiency to hard-to-reach, underserved, and disadvantaged communities, is embedded in the mission and structure of California's Regional Energy Networks. The REN approach to ESJ centers on governance and access, elevating community needs in program design, strengthening local capacity to participate in clean energy planning, and creating pathways for long-term involvement in the clean energy economy. Through locally tailored initiatives, RENs translate ESJ Action Plan priorities into practical, community-responsive solutions that promote more equitable outcomes.

[ESJ Action Plan Goal 2: Increase Clean Energy Investment in ESJ Communities](#)

I-REN expands the reach and effectiveness of clean energy programs in its underserved jurisdictions, including its disadvantaged communities. By collaborating with local governments and community-based organizations, I-REN tailors offerings to cultural, linguistic, and geographic contexts. For example, I-REN launched simultaneous Spanish translation for its online trainings to reach a broader suite of interested contractors. Moreover, I-REN's suite of public sector programs for local government facilities as well as its Energy Fellow program that places Fellows in underserved agencies both ensure that clean energy resources reach communities where they can deliver the greatest environmental and public health benefits, such as improved air quality.

ESJ Action Plan Goal 4: Increase Climate Resiliency in ESJ Communities

Building climate resilience requires strong local systems and the ability to effectively prepare for and respond to climate-driven challenges, including secondary impacts such as power outages. RENs support resilience by helping public agencies, housing providers, and community institutions improve building performance and operations, reducing energy usage and reducing the likelihood of power shut offs during extreme heat events, which are a significant concern for I-REN communities. I-REN plans to grow its IDSM offerings in the coming years, to provide local jurisdictions with technical assistance for IDSM measures, as well as additional contractor trainings and workforce development related to IDSM and resiliency. These improvements also strengthen public facilities and community spaces, enabling ESJ communities to better withstand climate-related impacts while advancing broader state resilience objectives.

ESJ Action Plan Goal 5: Enhance Outreach and Public Participation

Effective community participation depends on access to information and trusted engagement channels. RENs expand this access by partnering with local institutions, offering workshops and educational resources, and tailoring outreach to regional and cultural contexts. These efforts help residents, public agencies, and community-serving organizations understand and influence how clean energy programs operate in their communities. In doing so, RENs advance the ESJ Action Plan's goal of increasing meaningful participation and subsequent program benefits, even for communities that may face barriers to engaging in formal CPUC processes.

This goal is of particular importance for I-REN. In early 2025 I-REN began conducting stakeholder engagement with its local government to inform this application. One of the resounding themes was a continued need for energy efficiency assistance across all market sectors—not just public sector, workforce, and codes and standards as included in I-REN's 2022-2027 portfolio, but also residential, commercial, and industrial. I-REN conducted a review of available programs in the

region to assess whether there were existing programs that could meet those needs, or if I-REN needed to expand its portfolio to cover additional market sectors.

I-REN found that while there were existing programs that potentially could address those other sectors' needs, there remains a major gap in awareness of those programs and of the benefits of energy efficiency in general. Being mindful of the affordability crisis and the need for judicious use of ratepayer funds, I-REN elected not to expand its portfolio to other market sectors at this time. Instead, I-REN's stakeholders requested that I-REN enhance its outreach practices to empower local leader—such as elected officials, local building department and permit counter staff, chambers of commerce, workforce development boards, training providers, and building professionals—as a way to share energy efficiency knowledge and program opportunities with residents and business owners in I-REN communities.

[**ESJ Action Plan Goal 7: Promote Workforce and Business Development**](#)

RENs support economic development in ESJ communities through high-road workforce and business development initiatives. Programs such as I-REN's Workforce Education & Training efforts prepare residents for careers in the growing clean energy and building sectors, emphasizing skill-building and upward mobility. By supporting local workers and small businesses, RENs help cultivate a more diverse clean energy workforce and expand high-road opportunities within the regional economy.

8. If you would like to pursue integrated demand-side management (IDSM) activities within your portfolio, propose your strategy including technologies, target customer engagement tools, etc.

I-REN will be incorporating IDSM activities into multiple elements in its program portfolio. Many I-REN member agencies shared the need for more IDSM opportunities, in part due to power shutoffs that have impacted operations, including for critical public facilities, throughout I-REN's service area. To support

greater resilience in the Inland Empire, I-REN will do the following: incorporate IDSM information and training into its WE&T programs and additional educational opportunities such as workshops for public sector staff; incorporate IDSM technical assistance and recommendations into all audits for the NMEC program; and include an additional kicker incentive for the NMEC program for jurisdictions who incorporate IDSM measures in addition to energy efficiency upgrades. The capability to layer energy efficiency projects with non-energy efficiency resiliency measures is a vital approach to support safer and healthier spaces for I-REN's community members and achieve California's energy and climate goals. Together, this will provide greater customer awareness and professional expertise for resilience efforts that can support critical facilities during power outages.

- Aligned with strategies approved in the recent IDSM resolution, I-REN is launching IDSM support services in early 2026 under the TA program. The services described below are not anticipated to change during the next BP portfolio period. So, the below can be expressed in the present tense for the application.
- In parallel with energy efficiency support, I-REN will be conducting distributed energy resources (DER) audits at public agency facilities to assess the implementation of identified DER strategies, including but not limited to: demand response, electric vehicle charging, solar water heating, solar PV and battery storage systems, permanent load shifting, water efficiency, and electrification.
- I-REN will evaluate existing equipment to determine its readiness for future Virtual Power Plant aggregation and identify measures that could support future participation.
- As part of our integrated EE and DER audits, a measure phasing plan will outline the optimal sequencing and implementation timelines, and a financial assessment will define viable funding and financing pathways.

- Participating agencies will also benefit from I-REN's comprehensive project management assistance, with support for DER projects, which includes: technical specifications guidance, procurement assistance, construction management support, and incentive application services.
- I-REN will host educational and informational webinars to engage agencies and share best practices for implementing DER and IDSM technologies. I-REN will continue developing a comprehensive suite of collateral, including marketing materials, case studies, and technical guidance, to effectively communicate program offerings and participation pathways. Outreach efforts will leverage established communication channels such as email campaigns and social media, supplemented by direct engagement with agencies to ensure broad awareness and strong uptake of services.

9. Increase workforce education and training to better deliver quality EE installations

As regional agencies, RENs are specifically designed to reach, upskill, and grow members of the energy efficiency workforce that would otherwise be left out of the energy transition, filling gaps in offerings from other providers. This includes building up new members of the workforce in areas with lower contractor availability and participation. In remote areas of the I-REN service territory, there is a limited pool of local, trained contractors, and trained contractors must often be brought in from outside the region to complete energy efficiency and electrification projects. Additionally, for contractors who are looking to expand their skills, the pathways for obtaining additional certifications can be complicated, costly, and limited by timing or distance.

With its member agencies' existing networks of contractors and training providers, I-REN is positioned to help bridge the gap between the energy industry and the workforce with its no-cost workforce education programs. I-REN is building

partnerships with local community colleges, California State University, and local workforce investment boards to establish a comprehensive network of WE&T offerings. This ensures that I-REN can tailor content to be relevant to the region's needs while growing the network of available contractors in the region.

As part of its workforce development offering, I-REN offers fellowships that place Fellows at host cities to implement energy efficiency, resiliency, and climate action plan-related activities within I-REN jurisdictions. Interest in this offering has continued to grow, with increased applications from potential fellows and host agencies between 2024-2025. For 2025-2026 I-REN has placed 24 fellows at local jurisdictions for an 11-month term and is adding a new partial-term cohort option for 8-month placements due to increasing interest in recent months. This additional fellowship provides underserved public agencies with additional capacity to complete EE installations in their communities.

Local building departments are also important to increasing energy efficiency through improved code implementation and enforcement. Yet these individuals face significant barriers in the performance of their jobs: a constantly changing and often confusing set of requirements to be enforced, coupled with limited time and staff resources. I-REN's cross cutting Codes and Standards and Workforce Education and Training programs address this issue in the region by providing workforce education and training to local staff to increase code compliance and safe installation of appliances, including more up-to-date energy efficient appliances.

Through these initiatives, I-REN will work to ensure there is a trained workforce in San Bernardino and Riverside counties to support and realize energy efficiency savings goals for the residential and commercial markets. I-REN's initiatives will further the goals of building workforce capacity for energy efficiency efforts and empower contractors with the technical knowledge needed to effectively complete energy efficiency projects.

10. Develop joint demographic data reporting, as required by D.23-06-055 (COL 38)

I-REN plans to utilize indirect data collection for most of its programs, as it is considered less invasive; more personal data may be expected less frequently. I-REN's Codes and Standards Program collects region/address, language, homeowner/renter, household size, and household income. I-REN's WE&T Program collects region/address. I-REN will plan to collect homeowner/renter status, household size, household income, and language for its market support and equity segment programs. I-REN plans to report this data on CEDARS, and suggests that these demographics be reported in line with the reporting timeline for the equity and market support indicators reporting on a quarterly basis.

11. Overcome sector and segment specific challenges (e.g., market support, equity, residential, multifamily, industrial, etc.)

Public*

Challenge	Solution	Strategy
Local government staff lack the time and capacity to pursue complex energy efficiency projects.	Technical assistance, locally focused resources, and person-to-person support are needed to develop and implement strategic energy plans for the Public Sector. I-REN's Strategic Energy Planning program provides direct, person-to-person support.	
There are a variety of EE programs and funding sources but it's unclear where to find information or how to participate.	Tailored, locally focused program options, as well as technical assistance and resources, will also prompt participation in I-REN and other PA programs.	
There is confusion around process for EE upgrades	I-REN works with agencies to provide tailored support including energy plans that analyze the most efficient and effective upgrades and future upgrades.	

Challenge	Solution	Strategy
There is a lack of start-up/ seed funding for projects	I-REN will promote innovative ways to find funding, including philanthropic funds that can support jurisdictions - I-REN includes offerings beyond electrification to include building system upgrades (e.g. insulation for building envelopes) that are less costly but lead to significant savings	
Navigating EE program participation and funding sources is complex and requires a dedicated “Energy Champion” who can devote time and attention to the subject.	Person-to-person technical assistance and support is critical for maintaining relationships through staffing turnover. I-REN’s Strategic Energy Planning program provides direct, person-to-person support, while I-REN’s Building Upgrade Concierge Program reduces the complexity of navigating building upgrades.	
Jurisdictions must reduce emissions by electrifying their vehicle fleet, but do not have trained technicians or resources to do so.	I-REN’s WE&T program will expand offerings to include training on EV charging infrastructure and EV upgrades. I-REN’s Public Sector program will include grant support and technical assistance for EV grants.	
Due to budgetary restrictions and complicated approval processes, public sector agencies may wait until burnout to replace equipment. At that time, they are forced to decide quickly, often without access to outside funding sources.	Strategic energy planning helps to create a roadmap to plan for equipment upgrades. Technical assistance and locally focused programs can help agencies leverage resource programs and financing to reduce costs.	
Local governments	Technical assistance resources and	

Challenge	Solution	Strategy
each have their own bureaucratic structure, and it's often unclear how they can enroll in EE programs or apply for financing opportunities.	person-to-person support help agency staff navigate the enrollment and approval process.	

* Note that all of I-REN's jurisdictions that participate in the public sector program are considered underserved; thus, all efforts to address public sector program challenges improve equity outcomes in these jurisdictions.

WE&T

Challenge	Solution	Strategy
There is a lack of awareness and interest in energy efficiency job pathways.	Utilize social media as an outreach tool to increase awareness of energy efficiency careers for youth. Emphasize public health benefits to raise interest in EE and reduce the stigma of trade school.	
With uncertainty around federal funding cuts, employers are less likely to hire new trained professionals.	Focus offerings on upskilling existing workforce.	
Contractors aren't aware of energy efficiency projects, or they cannot or choose not to perform this work.	Foster connections between workforce and industry. Promote relevant training opportunities to upskill the workforce. Collaborate with employers to provide continuing education for professional development and employee retention.	
	Equity connection: Conduct trainings	

Challenge	Solution	Strategy
	in Spanish to increase awareness for a broader suite of contractors and potential contractors.	
When employers are hiring for skilled positions in advanced energy and energy efficiency, they can't find people to hire.	<p>Foster connections between workforce and industry. Promote relevant training opportunities in collaboration with WIBs to upskill the workforce. Collaborate with employers to provide continuing education for professional development and employee retention.</p> <p>Equity connection: Conduct trainings in Spanish to increase awareness for a broader suite of contractors and potential contractors.</p>	
Codes and standards compliance and energy efficiency programs require certain certifications and qualifications for builders to participate.	<p>Promote relevant training opportunities in collaboration with WIBs to upskill the workforce. Collaborate with employers to provide continuing education for professional development and employee retention</p> <p>Equity connection: Conduct trainings in Spanish to increase awareness for a broader suite of contractors and potential contractors.</p>	
Energy efficiency and advanced energy projects and programs require qualifications that the local workforce does not have.	<p>Foster connections between workforce and industry. Promote relevant training opportunities in collaboration with WIBs to upskill the workforce.</p> <p>Equity connection: Conduct trainings in Spanish to increase awareness for a broader suite of contractors and potential contractors.</p>	

Challenge	Solution	Strategy
<p>Training is too far away and is offered infrequently or scheduled during work hours. Training opportunities' when it's inconvenient for contractors to attend. Also, existing training may be irrelevant to contractors or local projects' needs.</p>	<p>Promote relevant training opportunities to upskill the workforce. Collaborate with employers to provide continuing education for professional development and employee retention.</p> <p>Equity connection: Increase accessibility of trainings by increasing the number of sites and delivery mechanisms and more options for timing</p>	
<p>There is a lack of professionals able to provide energy efficiency upgrades to larger businesses and commercial properties in the commercial sector.</p>	<p>I-REN will expand to train contractors to work on larger commercial systems enabling larger warehouses and industrial spaces to reduce emissions</p>	

Codes & Standards

Challenge	Solution	Strategy
<p>Codes and standards have been rapidly updated in previous years.</p>	<p>Cross-cutting public sector and technical assistance program provides tools, training, and resources to help local building department staff and permit applicants get up to speed on changes to codes and standards from the past code cycles. A rotating energy specialist can visit jurisdictions to help answer code questions. Third party plan checkers support agencies in checking code compliance for planning documents.</p>	

Challenge	Solution	Strategy
Contractors do not know the differences in code requirements by jurisdiction.	I-REN will offer a regional approach to trainings while highlighting the nuances and differences between areas.	
Many contractors are unable to effectively implement all energy code requirements from trainings.	<p>I-REN will offer in-person, hands-on training and forums to provide deeper understanding of code requirements.</p> <p>Equity connection: Conduct trainings in Spanish to increase awareness for a broader suite of contractors and potential contractors.</p>	
There is a lack of contractors who can complete electrification projects.	<p>I-REN offers training on electrification of heat pump water heaters and heat pumps.</p> <p>Equity connection: Conduct trainings in Spanish to increase awareness for a broader suite of contractors and potential contractors.</p>	
Some local building departments have limited staff resources and capacity for enforcing energy codes.	Ongoing training and outreach can help identify and fill gaps in building department capacity, while reinforcing the importance of energy codes and helping encourage local leadership in EE and C&S.	
Both permit applicants (e.g., construction firms) and local building department staff have complicated requirements to follow for compliance and enforcement.	Technical assistance can help provide targeted support for permit applicants and local building departments, and other tools, and resources can offer accessible information to answer frequently-asked questions and help address known issues.	

12. Promote responsible management and disposal of removed refrigerant and incorporate low-GWP refrigerants/ultra-low GWP refrigerants

While GHGs from appliances such as gas furnaces and stoves are generally understood to be large contributors to climate change, the GHG impact of refrigerants is a relatively recent focus of PA programs. Replacing standard refrigerants with low-GWP alternatives can be an expensive process, one that larger commercial energy customers can make more easily with more upfront cost. The role of RENs is to work with small to medium businesses to ensure these local entities can take part in the energy transition.

There remains a gap in experienced workforce to remove refrigerants and ensure proper disposal. While the RENs can connect with businesses to get them interested in refrigerant replacements, the lack of workforce in this area means that it is challenging for these projects to occur and to scale.

I-REN's programs do not focus on low or ultra-low GWP refrigerants. However, there is an opportunity to expand WE&T program training to include training switching from high to low-GWP refrigerants. This would allow contractors to work with commercial kitchens in the public sector and small grocers to replace refrigerants. Additionally, I-REN's agencies are showing a growing preference for equipment that uses low-GWP refrigerants, with increasing interest from PAs. This aligns with broader decarbonization and climate goals across the Public Sector.

13. Spur innovation to advance a technology, marketing strategy, or delivery approach in a manner different from previous efforts in your EE portfolios

Since its approval as a REN in 2021, I-REN has been building relationships with member agencies, special districts, and energy organizations throughout the region. Despite these relationships, the Inland Empire includes many hard to reach communities and the region itself still has low engagement and low capacity, which has resulted in slow program uptake. To address this and increase program uptake, I-REN plans to update its marketing strategy in the next phase, the elements of which are outlined below.

There is an overall need to better align messaging and marketing materials for I-REN customers. Energy efficiency is not a high priority in the region; rather, to increase the number of contractors interested in training programs, workforce education and training materials should focus on public health benefits and the importance of improving health outcomes. Advertisement of I-REN's services will also include benefits to public health.

There is also a continued need to grow the energy efficiency workforce in the Inland Empire and to get young people involved in energy efficiency careers. Based on stakeholder engagement findings, I-REN will increase social media outreach for its programs, with messages tailored to youth to increase their interest and engagement in energy efficiency career paths.

Additionally, participants also suggested tailoring messaging and outreach methods to older audiences. A large portion of business owners, or potential employers, tend to be part of an older population and may be accustomed to traditional and physical outreach methods. The current focus is on online trainings, virtual outreach, and word-of-mouth recommendations. To better reach some of the older audiences, I-REN should consider in-person trainings and physical outreach including meetings, newsletters, and phone calls to meet people where they are. This may also help reach second chance populations who are changing careers later in life. It is important to build relationships with these audiences and increase the training to career pipeline.

As part of its Codes and Standards programs, I-REN will also use an innovative training model and will work with distributors of energy efficient and electric appliances to provide code and standards training. These training programs will allow distributors to communicate effectively with contractors on code requirements surrounding appliance installation, ensuring that contractors properly install new appliances.

Additionally, for I-REN's public sector programs, there is a need to better demonstrate the type of projects that public agencies could be involved with and how they would work with I-REN to complete these projects. I-REN will better use and market case studies from past projects to promote the benefits and attract potential new projects for public agencies.

14. All PAs: Incorporate community-based program design in relevant existing and planned EE programs that promote meaningful community involvement, advances equity, and ESJ Action Plan goals (D.23-06-055, OP 31)

California's RENs incorporate community-based program design in several aspects of their energy efficiency offerings, and I-REN centers community involvement by engaging local partners, gathering continuous feedback, and tailoring programs to the real conditions and needs of the Inland Empire. This aligns closely with CPUC's ESJ Action Plan goals focused on equity, access, and meaningful participation.

I-REN's Community Outreach & Engagement work is built around listening first. The program includes community roundtables, partner check-ins, local events, and ongoing engagement with past participants. I-REN uses these conversations to understand barriers, motivators, and regional priorities. I-REN collaborates with trusted messengers, including local governments, nonprofits, and community-serving institutions, to ensure program design reflects local experience and priorities.

To better reach hard-to-reach and underserved households, I-REN emphasizes culturally relevant communication, multilingual materials, and clear program information. These practices reduce participation barriers and help customers make informed choices about energy upgrades, directly supporting ESJ goals around equitable access and representation.

I-REN's **Workforce Education & Training (WE&T) Program** is a strong example of community-driven design in practice. The program works closely with regional workforce partners, including community colleges, workforce boards, youth

programs, training providers, trades groups, and employers. These partnerships help WE&T program administrators understand what job seekers need to enter the clean energy workforce. Through hands-on workshops, career awareness events, trainee surveys, and employer feedback, I-REN continually refines training content, delivery methods, and support services.

The WE&T program intentionally reaches participants who have historically lacked access to clean energy career pathways, and provides clear, supportive guidance to help them build confidence and prepare for high-road jobs. These efforts directly advance ESJ Action Plan goals related to workforce inclusion and equitable economic opportunity.

Community Input Across I-REN Programs

In addition to the Workforce Education Program listed above, I-REN uses similar community-informed processes across its portfolio.

- **Public Sector Program:** I-REN works directly with cities, counties, special districts, and community-serving entities to identify shared challenges, co-design program improvements, and align support with local capacity.
- **Codes & Standards Program:** I-REN engages inspectors, planners, and building professionals to identify training needs and deliver resources that are accessible and relevant to practitioners across the region.

15. SoCalREN only: Describe how SoCalREN has coordinated with the PAs to structure a process for community-based programs for all areas covered by the Commission's EE programs (D.23-06-055, OP 31). Describe the process developed. Recommend whether a community-based approach should be administered statewide or regionally, and by which PAs. (D. 23-06-055, p. 84).

IV. Chapter 4: Forecast Methodology and Zero-Based Budgeting

A. Demonstration of the reasonableness of request

The budget request reflects a bottom-up assessment of staffing labor, expenses, implementation needs, and evaluation requirements. Each program budget reflects forecasted program activities, rather than historical spending levels.

Resources were prioritized for programs where there were opportunities to build upon proven success. Labor and non-labor costs were forecasted for each program for 2028-31, and a cost-of-living adjustment of 5% per year was applied for the remaining years in the cycle.

B. Program Modifications from 2024-2027 portfolio cycle

I-REN will not be modifying any programs for the new 2028-2031 program cycle.

Table 8: Closed Programs from the 2024-2027 Cycle

Closed Programs from the 2024-2027 Cycle							
Name of Closed Program	Segment	Sector	Unspent Budget of the Closed Program	Total EE budget from the 2024-2027 cycle	Rationale for Program Closure	Underperformance and Remediation (If applicable, elaborate on what led to underperformance and why. Describe remediation efforts that were undertaken, results of those efforts, and over which timeframe.)	
N/A							

Table 9: New Programs in 2028-2032 Application Cycle

New Programs in 2028-2032 4-Year Application Cycle

Name of New Program/Placeholder Program	Segment	Sector	High Level Program Description/Purpose
N/A			

V. Chapter 5: Portfolio Management

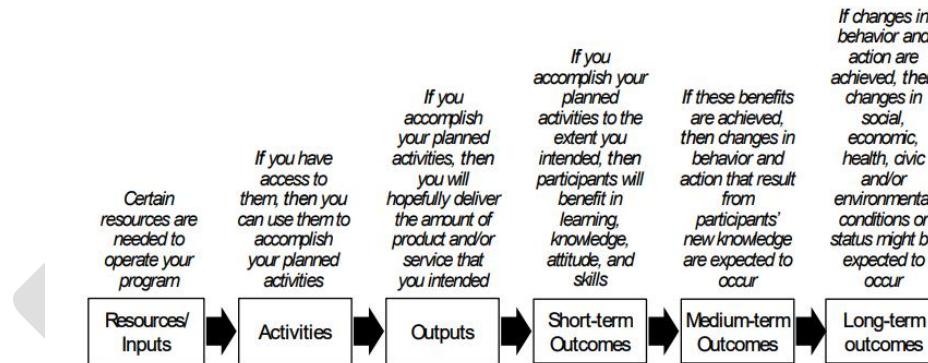
A. Overview for 4-year plan and 8-year plan: Key metrics and outcomes

1. *Introduction*

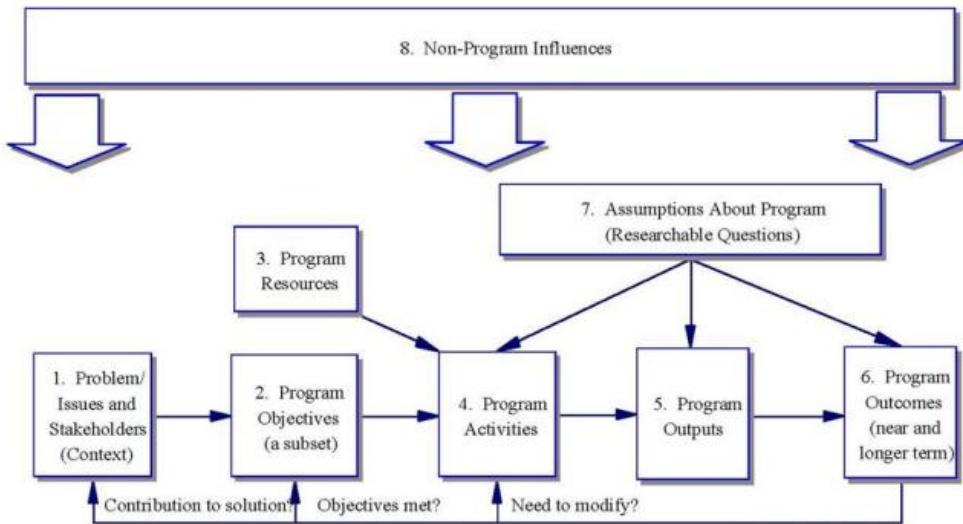
[Forthcoming]

1. *Portfolio-Level Logic Model*

[Forthcoming; examples shown below]



Source: W.K. Kellogg Foundation Evaluation Handbook (2004), Adapted



2. I-REN Unique Value Metrics

[Forthcoming]

Table 10: UVM Overview and Reporting Approaches

UVM Overview and Reporting Approaches				
Unique Value Metric (UVM)	Description of What It Measures	Tracking & Reporting Approach including targets where applicable	Strategic Importance to REN Portfolio	
Percentage of partner jurisdictions that use I-REN guides and tools for code compliance	Measures partner jurisdiction usage of I-REN developed guides and tools to facilitate in code compliance	Numerator: # of jurisdictions that either request a guide/Reach Codes help/TA help from I-REN (right now it's just Palm Springs, so 1) Denominator: # of code jurisdictions	Demonstrates effectiveness of I-REN C&S programs in reaching partner jurisdictions	
Number of BUC registrations in partner jurisdictions (total users)	Measures the number of registrations into I-REN's Building Upgrade Concierge (BUC) across I-REN partner jurisdictions.	Count of agency portfolios created in BUC	Demonstrates overall usage of I-REN's BUC tool, which supports in expanding technical assistance	

Number of fellows placed within partner jurisdictions	I-REN's Energy Fellowship workforce initiative provides job opportunities and experiential energy education to participants who are placed at local jurisdictions to support energy projects.	Collected from Program data	Energy Fellows are local champions for energy efficiency in I-REN territory and support various projects, including some I-REN projects
New UVM: Percentage of C&S trainings offered in Spanish language	Number of C&S trainings offered in Spanish language vs. Number of C&S trainings per year	Numerator: Number of C&S trainings offered by I-REN in the Spanish language Denominator: Tracking number of C&S trainings offered by I-REN Tracked per quarter, rolled up annually	High density of Spanish speakers within I-REN's territory, demonstrating language barrier. I-REN will reach more participants with Spanish language
New UVM: Count of school participants for WE&T projects; Count of student participants for WE&T projects	Number of schools participating in EcoHero projects; Number of students participating in EcoHero projects	Track the number of schools that I-REN does EcoHero projects in; Track the number of students that participate in EcoHero projects; report both per quarter then roll up annually	I-REN's Workforce Gap Assessment: Projections show over 75% of workers in critical energy-related roles may retire or transfer by 2030, highlighting the need for immediate recruitment and retention strategies. I-REN's solution to this assessment: recruit youth participants to encourage EE jobs

B. Strategies to optimize portfolio and manage risk

[Forthcoming]

C. Third-Party Programs (IOUs only)

Not applicable.

D. Statewide Programs (IOU and BayREN)

Not applicable.

E. Statewide Assessment

[Forthcoming]

VI. Chapter 6: Segmentation and Sector Strategy

A. Portfolio Sector Strategy

Public Sector

The I-REN Public Sector offering will continue to deliver wrap-around services for the local jurisdictions in the I-REN territory. The Public Sector program will continue its Strategic Energy Planning to help identify opportunities, strategic investments in municipal and community buildings, and incentives for meter-based savings (Normalized Metered Energy Consumption or NMEC) achieved over three to five years. In the new portfolio period, the Public Sector program will develop resources to fund IDSM energy efficiency projects and increase code compliance through AB 39. Many communities within I-REN's territory are under-resourced, and I-REN's Public Sector program will continue to target jurisdictions lacking staff capacity and technical expertise. The Public Sector program will continue to leverage its strong regional partnerships and governance structure to fill gaps left by IOUs, CCAs, and other RENs, to ensure equitable access to energy efficiency and electrification services across the Inland Empire.

Cross-cutting: Codes & Standards

I-REN's Codes & Standards program will continue to focus on strengthening compliance and enforcement of California's building energy codes, while supporting local jurisdictions in meeting emerging decarbonization and electrification requirements such as AB 39. The strategy emphasizes training, outreach, and technical assistance tailored to smaller and under-resourced jurisdictions that often lack the staff capacity and expertise to implement complex code updates. By providing multilingual, no-cost training for building officials, plan reviewers, and inspectors, I-REN will encourage compliance of Title 24 and related standards across the region. I-REN will also engage building professionals through targeted outreach and resources that promote compliance and best practices for electrification-ready buildings. The program will support AB 39 efforts by helping jurisdictions align permitting and inspection processes with statewide decarbonization goals. I-REN's program will also provide online technical resources to promote code compliance.

Cross-cutting: Workforce Education & Training

I-REN's Workforce Education & Training program is designed to strengthen the regional clean energy workforce by delivering accessible, locally focused training and career development opportunities. The Inland Empire has historically faced barriers to workforce development due to its distance from major metropolitan training hubs, leaving a gap between high demand for skilled labor and the availability of qualified workers. To address this, I-REN will expand partnerships with local training providers, community colleges, California State Universities (CSUs), and workforce boards to offer comprehensive programs that prepare individuals for careers in energy efficiency, electrification, and related fields.

A cornerstone of this strategy is the I-REN Energy Fellowship Program, which places fellows within public agencies to provide hands-on experience in energy planning, project implementation, and compliance support. This program not only builds

capacity within local governments but also creates a direct pipeline for skilled professionals to enter the clean energy workforce. By leveraging regional networks and delivering training locally, I-REN will ensure equitable access to opportunities and help bridge connections between job seekers, employers, and training providers. These efforts will foster a sustainable talent pipeline and support the growth of a clean energy economy in the Inland Empire. I-REN will also use the data collected from its Energy Workforce Gap Assessment to improve its program. This assessment showed that over 75% of workers in critical energy-related roles are projected to retire or transfer between 2020 and 2030, highlighting the need for immediate recruitment and retention strategies. To act on this, I-REN's WE&T program will continue to focus on the next generation of workers through its fellowship program and through its youth outreach. I-REN will continue to develop partnerships with educational institutions and community organizations to help build career pathways and really focus on that next generation.

Other Sectors

[Forthcoming]

Table 11: Budget Distribution by Sector

	Budget Distribution by Sector (\$000)									
	Sector									
Budget	Residential	Commercial	Industrial	Agricultural	Public	Cross-Cutting	EM&V	Portfolio Support	Total Budget	
2028										
2029										
2030										
2031										
Total (4-Year)										

2032									
2033									
2034									
2035									
Total (4-Year)									
Cumulative Total (8-Year)									

B. Portfolio Segmentation Strategy (RA, MS, E, C&S)

The strategies driving I-REN's program segmentation are aligned with its central vision and goals:

- Vision: I-REN's vision is to connect residents, businesses, and local government to a wide range of energy efficiency resources to increase energy savings and equitable access throughout San Bernardino and Riverside counties.
- Goal 1. Build capacity and knowledge to enable local governments to effectively leverage energy efficiency services and to demonstrate best practices. (Public Sector)
- Goal 2. Ensure there is a trained workforce to support and realize energy efficiency savings goals across sectors. (WE&T)
- Goal 3. Work closely with local building departments and the building industry to support, train, and enable long-term streamlining of energy code compliance. (Codes and Standards)

I-REN's business plan centered equity in its vision and its approach to the public sector, as well as market support for the workforce, and codes and standards support for streamlining energy code compliance. This aligns with Commission

guidance in D.21-05-031 which states that RENs are exempted from the limitation placed on non-REN PAs to spend no more than 30 percent of their portfolio budget on market support and/or equity programs:

RENs, by their nature and primary purposes, are more likely to have a greater share of their portfolio devoted to market support and/or equity programs. Therefore, those portions of their budgets will not be subjected to an up-front limitation.²⁵

I-REN's portfolio segmentation follows this guidance in dedicating a greater portion of the I-REN budget to market support and equity programs

Resource Acquisition

Not applicable.

Market Support

3C-REN's strategies for market support are:

Outreach, education and technical assistance: Provide outreach and education to customers as a means to build, enable, and maintain demand for energy efficient products and services by fostering interest in, knowledge of the benefits of, or awareness of how to obtain these services. Provide technical assistance to identify projects and support customers with implementation.

Workforce: Offer comprehensive services to provide the local workforce—inclusive of both existing and emerging professionals—with the knowledge and skills needed to participate in the advanced energy economy by performing and ensuring quality installations that optimize energy efficiency savings.

Partnerships: Build new and maintain existing partnerships with a diverse group of organizations to advance delivery and/or funding efficiencies for energy efficiency products and/or services and added value for partners.

²⁵ D.21-05-031, p. 23.

Goals

Outreach, education, and technical assistance: Be a trusted local resource and communication channel for energy efficiency and decarbonization to address the climate crisis and build regional resilience.

Workforce: Enhance regional economic vitality by growing the market for energy projects and developing a local workforce with the expertise and resources to implement upgrades.

Partnerships: In collaboration with diverse partners, provide holistic, scaled, and bundled solutions to meet customer needs.

Outcomes

Outreach, education, and technical assistance: Increased awareness and demand for energy efficiency programs that accelerate achievement of State and local climate goals and result in economic development benefits.

Workforce: A well-trained, supported, and sustainable local workforce with the technical skills and knowledge to offer services that comply with building codes and State goals.

Partnerships: Leverage partnerships to increase access to and participation in efficiency programs by hard-to-reach and other populations.

Equity

3C-REN's segment-specific strategies, goals, and outcomes for equity are based on EMWG's recommended objective and directly correlate with its overall strategic framework.

Strategy: Provide holistic, scaled, and bundled solutions to address disparities in access to energy efficiency programs and workforce opportunities; promote

resilience, health, comfort, safety, energy affordability, and/or energy savings; and reduce energy-related greenhouse gas and criteria pollutant emissions.

Goal: Provide equitable opportunities for hard-to-reach, disadvantaged and underserved communities to participate in energy efficiency programs.

Outcome: Increase participation in energy efficiency programs designed for hard-to-reach and other populations in the Tri-County Region.

Codes & Standards

I-REN's strategy for the Codes & Standards segment is to continue increasing compliance with California's Building Energy Efficiency Standards and supporting statewide decarbonization goals, such as AB39. I-REN's strategy will emphasize education, technical assistance, and integration with electrification planning. Key components will include:

Training & Education: Deliver multilingual, no-cost training for building officials, designers, and contractors, including specialized sessions for underserved jurisdictions.

- Technical Support: Provide plan review assistance, compliance documentation guidance, and on-call expert support for local agencies.
- AB 39 Alignment: Incorporate AB 39 requirements into training and resources, ensuring local governments understand and implement building decarbonization mandates and electrification readiness standards.
- Electrification Planning Support: Offer technical guidance and tools to help jurisdictions integrate electrification into local climate action plans, building codes, and permitting processes.
- Collaboration: Partner with local governments, tribal entities, and industry associations to ensure consistent interpretation and application of codes.

- Continuous Improvement: Collect feedback from participants and integrate lessons learned into future offerings to align with statewide C&S goals.

I-REN's Codes & Standards program will continue serving the Public and Private sector, including local government building departments, public sector facilities, building professionals, and community-based organizations.

VII. Chapter 7: Portfolio Coordination

C. Segment and Sector Specific Coordination

Coordination within the Same PA

I-REN will continue its quarterly all-implementer calls to coordinate between its programs.

AB 39's mandate for building decarbonization and electrification readiness is an opportunity for coordination across I-REN's three program segments. The Public Sector program will help local agencies develop plans for electrification. The Codes & Standards program will incorporate AB 39 compliance into training and technical assistance for building officials, designers, and contractors, supporting consistent application of electrification plans. Meanwhile, the Workforce Education & Training program will develop the skilled labor pipeline needed to implement AB 39-compliant projects, training Energy Fellows and contractors on electrification technologies and permitting processes. Together, these efforts create a coordinated approach that aligns policy, technical expertise, and workforce capacity to accelerate regional decarbonization goals.

Coordination with Other PAs

1. Coordination Participants

I-REN's territory overlaps with SoCal Edison's (SCE's) territory as well as SoCal Gas' (SCG's). I-REN also coordinates with SoCalREN due to geographic overlap. Details of coordination are in the section below.

The CCA, Desert Community Energy, submitted an Elect to Administer Advice Letter in November 2025. DCE serves the desert region of Riverside County, and its Joint Power Agreement (JPA) is supported administratively, financially, and legally by Coachella Valley Association of Governments (CVAG), one of I-REN's governing partners. If DCE's ETA AL is approved, CVAG's relationship to DCE and I-REN will allow for streamlined and comprehensive coordination between DCE's ETA plan and I-REN's programs.

2. Coordination Structure and Frequency

I-REN implements a variety of venues for coordination with other PAs in the Southern California region, including Joint Cooperation Memos (JCM), Program Administrator Sector Coordination Meetings (PASC Meetings), as well as ad hoc meetings and bimonthly check-ins with its neighbor REN, SoCalREN. In the 2024 SoCal JCM, I-REN and other SoCal PAs agreed upon a baseline portfolio-wide approach to collaboration via quarterly PASC meetings; this approach was further refined in the filing of the Tier 2 Advice Letter responding to D.23-06-055 Ordering Paragraph (OP) 32. The following table outlines the PASC meeting structure and expected outcomes:

Frequency	<ul style="list-style-type: none">PASC meetings will occur on a regular schedule and follow a structured format.Meeting scheduling will be transparent and informed by each PA's availability.Each sector has determined the frequency with which they plan to conduct PASC meetings; these details are shared in the <i>Strategies by Sector</i> section of this document.
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Attendees	<ul style="list-style-type: none"> • Attendees will ideally include at least one direct representative from each PA organization. • Third-party implementers as well as PA Policy Leads can be included at the discretion of the managing PA based on meeting agenda content to ensure efficient use of resources. • Meetings will prioritize a virtual approach to foster inclusivity across the region. When possible or in conjunction with other in-person activities, PAs can hold in-person or hybrid meetings depending upon PA availability.
Agenda	<ul style="list-style-type: none"> • Topics discussed in PASC meetings will include, but are not limited to, program entry, exit and amendments (changes) that may impact how the programs possibly conflict or compete with each other (duplicity), PA staffing, key customer contact updates, customer confusion, successes that are repeatable through best practices, and potential overlap with new market trends or policy changes.. • Additional topics as guided by PA input. • A sample of a possible PASC meeting agenda template is provided as Appendix C.
Facilitation	<ul style="list-style-type: none"> • The PASC meeting facilitator³ will contact all SoCal PAs by e-mail two weeks prior to the PASC meeting to request items for inclusion in the agenda. • Completed agendas will be delivered to PAs one week prior to the scheduled meeting date. • Notes and follow-up items will be distributed within two business days of the meeting.

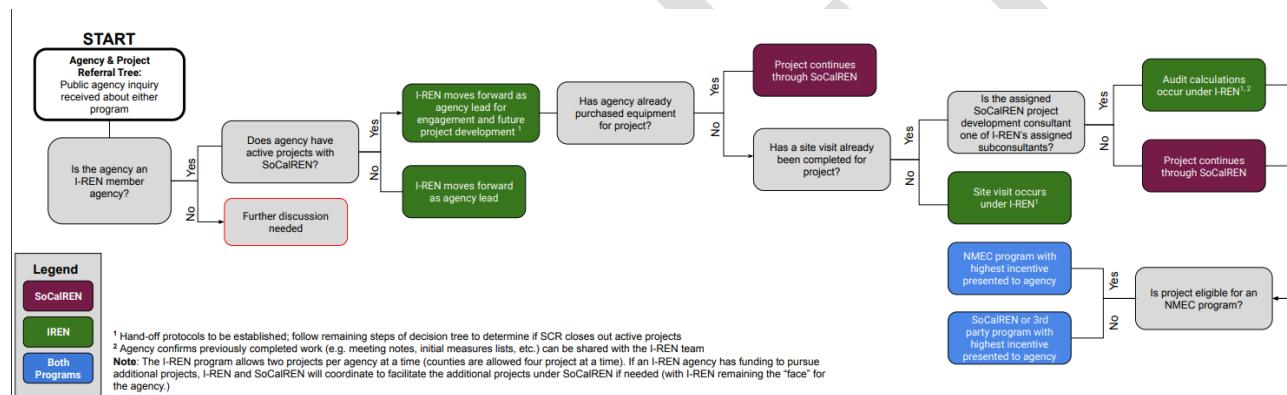
I-REN has assumed the leadership role for Public Sector PASC meetings, while also attending PASC meetings for WE&T and C&S.

3. Coordination Practices (Overlap Identification and Mitigation Workflow)

Ordering Paragraph (OP) 32 of D.23-06-055 directed the PAs to provide information on substantively similar programs and steps that they have taken and will take to mitigate or minimize ratepayer risk of program overlap and duplication in a Tier 2 advice letter. The Tier 2 AL, submitted in June 2025, provided details of the criteria used in the process of drafting this AL to identify potential program overlap and set the stage for regular PA coordination to ensure overlap is mitigated. During the AL development process, all PAs agreed upon matching criteria which was available for analysis from the catalog of programs hosted on the CEDARS platform. These criteria included evaluation of program sector, delivery channel, market channel,

program segment, the IOU Service Territory in which the program operates, the target audience of the program, and the exact location of program service. This evaluation effort had mixed results and ultimately paved the way for PAs to use existing venues, such as JCMs and PASC meetings, to apply many of the above objective criteria along subject analysis based on PA expertise.

Notably, I-REN has also developed a unique coordination strategy with SoCalREN, given both geographic proximity and similarities in both PA portfolios. The following coordination strategy has proven successful in mitigating overlap and improving EE funding efficiency between the two PAs:



Source: [https://wrcog.sharepoint.com/sites/I-REN/Shared%20Documents/Public%20Sector%20\(TEC\)/PA%20Coordination/SoCalREN/SoCalREN%20Coordination%20Strategy%203.13.2024%20V3_Final.pdf?CT=1765993829518&OR=ItemsView](https://wrcog.sharepoint.com/sites/I-REN/Shared%20Documents/Public%20Sector%20(TEC)/PA%20Coordination/SoCalREN/SoCalREN%20Coordination%20Strategy%203.13.2024%20V3_Final.pdf?CT=1765993829518&OR=ItemsView)

Coordination among REN PAs

In addition to coordinating among all PAs, the joint REN PAs collaborate to ensure local governments have a voice within the California energy efficiency portfolio. Two crucial venues for REN PA coordination and stakeholder engagement are the California Climate and Energy Collaborative ([CCEC](#)) and the California Regional Energy Networks ([CalREN](#)) organization.

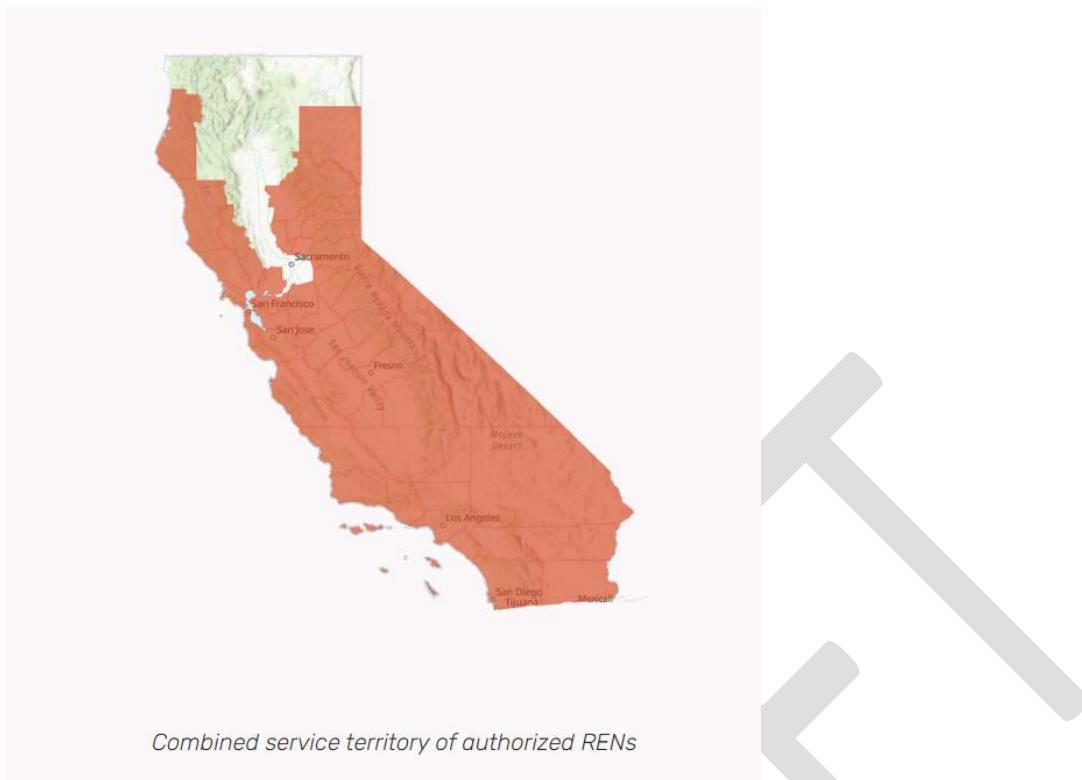
CCEC (previously the Statewide Energy Efficiency Collaborative or SEEC) began as a directive of the California Public Utilities Commission in 2010, with funding from the Joint IOUs. In the years leading up to 2020, local government partnerships (LGPs) experienced a precipitous decline in IOU funding. In parallel, the utilities also elected to discontinue funding for SEEC (CEEC). After hearing the concerns of local governments faced with elimination of their role in CPUC energy efficiency activities, the Commission agreed that the role of RENs may increase due to the decline in LGPs.

This has proven to be true—with the Commission's encouragement and regulatory scaffolding over the past 15 years, RENs have become key players in delivering equitable energy efficiency benefits to ratepayers. Accordingly, the RENs committed to continue funding CCEC²⁶ as a venue for local government engagement and received the full support of Energy Division. Since that time, the number of RENs has grown from three to seven REN PAs serving more than 37 million Californians—94% of the state's population.

All seven RENs now coordinate via CalREN with monthly, quarterly, and ad hoc meetings. Through CCEC, local governments and other stakeholders have access to resource libraries, technical assistance, and many other services. CCEC also convenes the Annual California Climate & Energy Forum, bringing together local governments, state agencies, community organizations, utility PAs, and other key stakeholders to share best practices and build relationships that support local leadership in climate action. The joint RENs' coordination and stakeholder engagement practices through CalREN and CCEC align with statewide goals to increase equity and accountability to ratepayers and ensure local governments have a role in energy efficiency to uplift their communities' needs.²⁷

²⁶ [Cite relevant Annual Budget Advice Letters and 2022 application filings.]

²⁷ D.19-12-021, Conclusion of Law 4, p. 84.



Source: <https://californiaregionalenergynetworks.org/>, accessed 12/4/25

Coordination with Market Transformation

[Forthcoming]

Coordination with Energy Savings Assistance (ESA) Programs

[forthcoming: workforce tie-in related to ED guidance regarding coordination with ESA for contractor enrollment]

Coordination with Other Demand Side Programs

[Forthcoming]

VIII. Chapter 8: Stakeholder Engagement

Stakeholder engagement is important to understand the region's challenges and determine how I-REN can best fill these gaps. By engaging local and regional

stakeholders, I-REN received valuable insights that helped guide and design inclusive and impactful programs that reflect the region's needs and priorities.

I-REN's jurisdiction varies geographically and covers a large area, with dense populated cities, tribal lands, and rural sparsely populated towns, which can make engagement challenging. Additionally, local governments throughout the region lack capacity, making it difficult to conduct outreach with these hard-to-reach public sector staff. Despite these challenges, I-REN has leveraged its three governing Council of Governments (or COGS) to build relationships with member agencies, special districts, community members, workforce organizations, community-based organizations, and agencies. I-REN now has strong ties throughout the region and an ongoing feedback loop to continue improving its programs and better serve the region. Below are some of the highlighted ongoing engagement efforts I-REN leads.

- I-REN has established partnerships with local 4-year universities, the Inland Empire Desert Regional Consortium for the community colleges, the San Bernardino County Superintendent of Schools, and the Riverside County Education Office. I-REN is currently developing and partnering with educational institutions at all levels, from elementary to university.
- I-REN collaborates with community partners such as the Inland Empire Labor Institute, Inland Growth Economic Growth & Opportunity organization, and other regional leaders.
- Expanding and strengthening close relationships with COG member agencies through constant communication updates. I-REN sponsors the annual State of the City/County in the region.
- I-REN has recently connected and will continue to build relationships with the California Special Districts Association for San Bernardino and Riverside Counties.

- I-REN is building up relationships with contractors in the region and inviting them to trainings.
- I-REN actively engages partners, agencies, and organizations through its quarterly newsletter.
- Through the Governing Board, I-REN reaches the entire region by connecting to local needs and sharing our I-REN efforts.

A. Business Plan Engagement

In addition to I-REN's ongoing engagement, I-REN and its consultants engaged stakeholders to understand the various challenges and barriers they are facing, along with opportunities they foresee for energy efficiency initiatives in the region, and, when appropriate, program-specific feedback for I-REN's next phase. This engagement informed the development of the Business Plan and the programs for the 2028-2035 cycle.

In the Fall of 2025, the following engagement activities occurred:

- 8 Listening Sessions
- 4 Stakeholder Interviews
- Online Feedback Tool

Audiences represented a range of interests and included:

- I-REN Staff
- I-REN Program Implementers
- Member Agencies or (Local governments in the Inland Region)
- School Districts
- Community-Based Organizations
- Energy Auditors, Code Consultants, Energy Professionals
- County Workforce Representatives

- Past Program Participants
- Prospective Participants

Additional engagement at two I-REN Workforce Roundtable meetings with approximately 20 participants each, and two All Program Administrator Meetings with approximately 25 participants each, provided additional insights into programs and the region's needs.

Below is a table representing the key findings, including overall challenges and opportunities in energy efficiency to be considered in the development of future programs, program specific findings, along with how I-REN has incorporated input into this EE Application and future planning.

DRAFT

Item #	Sector	Stakeholder Input	I-REN Response
Overall Feedback			
1	All	<ul style="list-style-type: none"> • Increase Education & Awareness <ul style="list-style-type: none"> ○ Increase general education on energy efficiency, emphasizing the importance of public health and climate vulnerabilities highlighting what trainings or programs exist, including energy efficiency, technical training, rebates, incentives, or grants and where to find information. ○ Increase awareness of I-REN in the communities that they serve. ○ Increase awareness for the process of energy efficiency upgrades, and how to prioritize and sequence multiple necessary upgrades. 	<p>I-REN will work to be a hub for energy efficiency in the area by promoting and connecting interested parties to programs that fit their energy needs regardless of whether it is an I-REN program. I-REN will offer additional education on energy efficiency and the benefits of each upgrade.</p> <p>I-REN will increase outreach to jurisdictions, increasing uptake in multiple I-REN programs while promoting a holistic cross-sector approach.</p>
2	All	<ul style="list-style-type: none"> • Identify Seed Funding <ul style="list-style-type: none"> ○ Agencies often lack the start-up or upfront funding needed to make projects happen (i.e., building retrofits and upgrades). 	<p>Through I-REN's Technical Assistance program, I-REN will continue to offer specialized support and connect agencies with viable seed funding options to support upfront energy efficiency upgrades.</p>

Item #	Sector	Stakeholder Input	I-REN Response
		<ul style="list-style-type: none"> ○ Agencies would like to be connected to existing funding and new funding sources (i.e., philanthropy). 	<p>I-REN's Cash for Kilowatts incentives program support the paying back of these upgrades by providing incentives for energy savings after installation.</p>
3	All	<ul style="list-style-type: none"> ● Build Capacity <ul style="list-style-type: none"> ○ Agencies lack capacity and have competing priorities that often outweigh energy efficiency, such as public health and safety requirements. 	<p>Through I-REN's Workforce, Education, and Training program, I-REN will continue to train and place Energy Fellows in jurisdictions to bring more capacity to agencies while advancing conversations in energy efficiency.</p>
4	All	<ul style="list-style-type: none"> ● Train Skilled Practitioners <ul style="list-style-type: none"> ○ The pool and availability of local and trained energy efficiency contractors are limited ○ Many employers are focused on upskilling their current employees instead of hiring new trained professionals. 	<p>Through I-REN's Workforce, Education & Training Program, I-REN will continue to offer and expand trainings and certifications in the energy field to build up the local workforce in the region.</p> <p>I-REN will expand offerings to include more advanced trainings tailored to professionals already in the field who would like to refresh or advance their skills.</p>
5	All	<ul style="list-style-type: none"> ● Support for Electric Vehicle Transition <ul style="list-style-type: none"> ○ Many agencies are moving towards electric vehicle fleets and are looking for both trained 	<p>I-REN plans to add Integrated Demand Side Management (IDSM) into their Public Sector Technical Assistance offerings including support and education for solar</p>

Item #	Sector	Stakeholder Input	I-REN Response
		technicians to install infrastructure and funding opportunities to support the transition.	and battery storage upgrades, which can include mobile batteries like EVs. I-REN is also proposing to offer EV charging infrastructure training and certification programs as part of their WE&T programs.
6	All	<ul style="list-style-type: none"> Utilize a Regional Approach: <ul style="list-style-type: none"> Participants said they would like to see I-REN coordinate more with small businesses and municipalities in the region already doing the work (i.e., trainings or education) to regionally advance energy efficiency and reduce air pollution. Participants suggested supporting municipalities with their energy efficiency efforts so they can lead by example. 	<p>I-REN currently does not have the ability to serve commercial audiences but can support these audiences through energy efficiency education, permit/code education and compliance, and through training a skilled workforce.</p> <p>Through I-REN's public sector program, I-REN serves municipalities and special districts with upgrades. I-REN plans to showcase case studies from completed projects to increase awareness, promote energy efficiency benefits, and allow these agencies to lead by example.</p>
Public Sector			
7	Public	<ul style="list-style-type: none"> Expand offerings beyond electrification to include building systems (i.e., building envelopes, insulation, rehabilitation). 	Through I-REN's Technical Assistance program, I-REN identifies potential actionable energy improvement projects and will expand education and

Item #	Sector	Stakeholder Input	I-REN Response
			connection to additional programs and funding in the region to support energy resilience and whole system upgrades.
8	Public	<ul style="list-style-type: none"> Research new and innovative ways to find funding, potentially through sustainability and philanthropic opportunities. Facilitate connection to existing available funding, including grants, and support with applications 	<p>I-REN will continue to offer tailored support to special districts in the region, including access to available funding and support with seed funding applications.</p> <p>I-REN will continue to provide financial incentives for agencies for energy savings through their Cash for Kilowatts programs.</p>
9	Public	<ul style="list-style-type: none"> Consider expanding services, including EV support, off-grid storage support, and EV education. 	I-REN will continue and expand IDSM support including education, upgrade support, and connection to funding. I-REN will also offer IDSM training, including EVs as an energy resource, and code support through the WE&T and C&S sectors.
10	Public	<ul style="list-style-type: none"> Publicize and promote case studies of completed projects to market benefits and attract new potential projects. 	I-REN is updating its marketing strategy and plans to showcase completed projects (or case studies) that reflect the benefits and impact of energy upgrades. By showcasing the benefits I-REN hopes to attract new projects.

Item #	Sector	Stakeholder Input	I-REN Response
11	Public	<ul style="list-style-type: none"> Offer a dedicated regional representative that can offer one-on-one support for public agencies and support through the upgrade process. 	<p>I-REN currently has regional representatives as represented by the three COG partners. As I-REN continues to grow, program implementers and Energy Fellows will help build capacity and stand as additional resources or representatives for agencies in the region.</p> <p>Additionally, I-REN offers an “Ask an Energy Code Question” on their website, with responses within 48 hours, to answer specific questions for agencies.</p>
12	Public	<ul style="list-style-type: none"> Offer cross-departmental trainings of I-REN programs, as many member agencies have various departments that do their own capital investment projects and would need to separately work with I-REN. Utilize existing connections with city department staff to promote I-REN programs and foster new connections with other departments that may be eligible for Public Sector programs. 	<p>I-REN will expand its onboarding and general education workshops for agencies to include all departments promoting and informing all three sectors.</p>
Codes & Standards			
13	C&S	<ul style="list-style-type: none"> Utilize connections with member agencies to increase contractor participation in trainings, as many cities have their own contractor list. 	<p>I-REN will update its marketing strategy to ask member agencies to co-promote existing contractor trainings and forums to</p>

Item #	Sector	Stakeholder Input	I-REN Response
			increase participation and extend their reach.
14	C&S	<ul style="list-style-type: none"> • Increase capacity of agencies by offering a rotating energy specialist to answer questions. 	I-REN will offer a rotating energy specialist who is trained in regional code standards and will travel throughout the region to offer in-person code & permit support to agencies. This energy specialist is meant to build capacity and increase permit compliance in the region.
15	C&S	<ul style="list-style-type: none"> • Expand codes trainings and forums to offer in-person meetings. 	As I-REN's region has a vast spread-out geography it is often difficult to offer a centralized location for trainings. I-REN is proposing a series of workshops that will happen in different accessible locations throughout the region to reach as many participants as possible.
16	C&S	<ul style="list-style-type: none"> • Increase compliance education, including permit processes, to reduce burden on residents making upgrades. 	As part of its training forums, and through public sector offerings, I-REN will continue provide education on the importance of code compliance, and education on the permit process reducing the burden on residents and contractors applying for permits.

Item #	Sector	Stakeholder Input	I-REN Response
17	C&S	<ul style="list-style-type: none"> When offering district wide or regional trainings, emphasize the nuances between counties and cities highlighting where to access the information. 	As part of the regional in-person forums, I-REN will tailor trainings to emphasize the nuances in codes between cities and provide additional resources on I-REN's website for constant reference.
18	C&S	<ul style="list-style-type: none"> Create relationships with third party plan checkers to support agencies. 	To increase capacity of agencies I-REN will foster connections and educate third-party plan checkers on the regional and city-specific codes to increase code compliance and streamline processes.
19	C&S	<ul style="list-style-type: none"> Work with member agencies to simplify the process and reduce redundancy, as well as burdensome and often inconsequential, processes in codes and permits. 	As part of the rotating energy specialist, I-REN will work with agencies to review, and adjust permitting process so that they are easy to access, understand, and fill out to increase compliance and reduce burden on applicants.
20	C&S	<ul style="list-style-type: none"> Utilize material distributors as trusted conduits of information, and invite staff at distribution centers to trainings. Contractors as a key means of educating homeowners and/or facilities managers. 	I-REN will strive to build relationships with distributors and contractors in the region, invite them to trainings and forums, and provide resources to support education in the region.
21	C&S	<ul style="list-style-type: none"> Create an existing knowledge base of resources for the region. 	I-REN currently hosts various resources and guides for codes and standards on their website. As codes and regulations

Item #	Sector	Stakeholder Input	I-REN Response
			continually update, I-REN will continue to be a resource and provide reliable, up-to date information for the region.
Workforce Education & Training			
22	WE&T	<ul style="list-style-type: none"> Consider decarbonization as an opportunity for new trainings. 	I-REN will expand its education offerings to include decarbonization and promote trainings that are focused on decarbonization.
23	WE&T	<ul style="list-style-type: none"> Focus on upskilling current employees, offering more advanced trainings for contractors already in the field. 	I-REN will offer trainings at the moderate or advanced level, tailored to participants already in the field, looking to refresh, update, or level-up skills.
24	WE&T	<ul style="list-style-type: none"> Strengthen connections to career opportunities after trainings, and share immediate next steps once trainings are complete and where to find potential job opportunities or postings. Connect with firms, universities, small businesses, and potentially unions, both within and outside of the Inland Empire region to expand career opportunities. 	<p>I-REN will continue to build relationships throughout the region with workforce and economic boards, universities, small businesses, and to strengthen the career pipeline in the region and offer direct employment opportunities after trainings.</p> <p>I-REN will expand partnerships with organizations close to the region to expand trainings and certifications.</p>
25	WE&T	<ul style="list-style-type: none"> Tailor messaging to effectively reach audiences. 	I-REN will update its marketing strategy to include targeted outreach and messages

Item #	Sector	Stakeholder Input	I-REN Response
		<ul style="list-style-type: none"> ○ Utilize social media to promote trainings to reach youth, highlighting the importance and benefits of trades fighting the negative stigma around trades in youth. ○ Promote trainings regionally to lift up the local workforce. ○ Emphasize public health and air quality benefits. ○ Tailor messages to the older generation, and close to retirement-age, workforce who are less engaged via technology (i.e. social media, email, etc.). 	for a range of audiences and outreach platforms.
26	WE&T	<ul style="list-style-type: none"> ● Coordinate with regional agencies offering trainings to expand offerings. 	I-REN will continue to build and create relationships with workforce, education, and training institutions in the region, including utilities, community colleges, universities, and workforce boards to collaborate, co-promote, and co-host trainings in the region expanding topics and reach.
27	WE&T	<ul style="list-style-type: none"> ● Expand to offer training in the commercial sector, reaching bigger warehouses and enterprises in the region. 	I-REN will expand trainings and certifications to incorporate trainings on larger energy systems including for warehouses and enterprises.

Item #	Sector	Stakeholder Input	I-REN Response
			I-REN does not currently have a commercial sector to offer energy efficiency projects.
28	WE&T	<ul style="list-style-type: none"> Offer practical hands-on training moving beyond “book training.” 	I-REN will expand offerings to offer both book training and practical training. Upon building relationships in the region with potential employers, I-REN will offer hands-on internships and training hours with partner agencies.

Below are additional comments or considerations that arose during stakeholder engagement.

- Energy Fellows have been successful in advancing energy efficiency conversations and building capacity in agencies.
- Agencies are interested in identifying and prioritizing projects that will be the most impactful and realistic early in the process.

B. Current Portfolio EMV Studies, 2022-2027

In addition to the above stakeholder engagement, I-REN program implementors conducted the following EM&V studies in tandem. The purpose of these EM&V studies was to address needs identified through stakeholder engagement to support current program development. Results from these studies helped to inform the programs in this Business Plan.

[forthcoming: EM&V study results]

Public Sector

Study 1. Barriers to Project Pipeline

This study aims to identify and analyze the barriers that prevent agencies from making progress through the project pipeline. The primary objective is to determine the specific obstacles that jurisdictions encounter during the project exploration phase. By understanding these barriers, I-REN can develop strategies to overcome and facilitate smoother project progression.

Study 2: Jurisdictions Meeting Equity Criteria

This study aims to assess which jurisdictions have engaged with I-REN's Public Sector programs and meet the equity criteria defined by the California Public Utilities Commission (CPUC) in D.23-06-055. The primary objective is to evaluate the number of equity jurisdictions participating in the public sector, ensuring that

these programs are reaching and benefiting communities that meet the CPUC-defined equity standards.

Codes & Standards

Study 3: Low Engagement Jurisdictions

This study aims to identify the characteristics of jurisdictions that have little to no participation in I-REN's program offerings. By understanding these characteristics, the study seeks to uncover the underlying reasons for low engagement and develop strategies to address them. The primary objective is to increase both the number and diversity of jurisdictions participating in I-REN's C&S services, thereby ensuring a more inclusive and widespread adoption of these programs.

4. Study 4: Training Formats

This study aims to review the current training formats and survey I-REN's jurisdictions to identify their preferred training methods. The primary objective is to understand the training preferences of participants and offer a variety of formats that cater to their needs.

Workforce Education & Training

5. Study 5: Fellow Retention

This study aims to identify and assess the factors that contribute to fellow retention following I-REN's Fellowship Program under Workforce Education and Training (WE&T). The primary objective is to evaluate the needs of site hosts to hire fellows after the completion of the fellowship program. By understanding these factors, the study seeks to develop strategies to improve retention rates and ensure the long-term success of the fellows in their respective roles.

6. Study 6: Performance Metrics

This study aims to identify and develop metrics that effectively track the success and performance of the Workforce Education and Training (WE&T) program. The primary objective is to create a comprehensive set of metrics that can be used to measure various aspects of the program's success, including participant outcomes, program efficiency, and overall impact.

IX. Chapter 9: Evaluation, Measurement & Verification

I-REN plans to conduct EM&V studies at a portfolio-wide level as well as studies relating to its current sectors and segments. These studies may include but are not necessarily limited to the following:

- Portfolio-wide
 - Evaluation of program outcomes in alignment with existing metrics and indicators, and in the context of newly emerging accountability mechanisms such as non-energy benefits and impacts, community engagement indicators, equity and market support goals, and awareness/knowledge/attitude/behavior indicators.
- Public Sector
 - [Forthcoming]
- Codes & Standards
 - Evaluation of current permitting baselines for permits pulled and closed, including assessment of the barriers causing permit non-compliance and non-closure, and identification of solutions for implementation in I-REN's C&S sector offerings.

- Workforce Education & Training
 - [Forthcoming]

X. Chapter 10: Cost & Cost Recovery (IOUs only)

Not applicable.

XI. Chapter 11: Recommendations for New or Modified EE Policy

- A. Workforce Standards**
- B. TBD based on CalREN coordination**

[Forthcoming]

Attachment

I-REN BPA Budget by Sector

2022-2027

vs.

2028-2035

BPA Budget by Sector

Category							Previous 6-yr BPA Total
	2022	2023	2024	2025	2026	2027	
Public							
Administration	628,819	619,172	662,939	707,457	707,457	707,457	4,033,301
Marketing and outreach	377,292	371,503	397,763	424,474	424,474	424,474	2,419,980
Direct Implementation - non-incentive	3,782,083	3,701,047	3,818,688	3,942,635	3,942,635	3,942,635	23,129,723
Direct Implementation - incentives	1,500,000	1,500,000	1,750,000	2,000,000	2,000,000	2,000,000	10,750,000
Subtotal	6,288,194	6,191,722	6,629,390	7,074,566	7,074,566	7,074,566	40,333,004
Workforce Education and Training							
Administration	225,329	239,343	243,716	267,465	267,465	267,465	1,510,783
Marketing and outreach	135,198	143,606	146,230	160,479	160,479	160,479	906,471
Direct Implementation - non-incentive	1,892,768	2,010,477	2,047,218	2,246,706	2,246,706	2,246,706	12,690,581
Direct Implementation - incentives	-	-	-	-	-	-	-
Subtotal	2,253,295	2,393,426	2,437,164	2,674,650	2,674,650	2,674,650	15,107,835
Codes and Standards							
Administration	143,611	150,395	156,411	162,667	162,667	162,667	938,418
Marketing and outreach	87,766	90,237	93,847	97,600	97,600	97,600	564,650
Direct Implementation - non-incentive	1,214,730	1,263,320	1,313,852	1,366,407	1,366,407	1,366,407	7,891,123
Direct Implementation - incentives	-	-	-	-	-	-	-
Subtotal	1,446,107	1,503,952	1,564,110	1,626,674	1,626,674	1,626,674	9,394,191
EM&V	114,441	115,604	121,810	130,349	130,349	130,349	742,902
Total	10,102,037	10,204,704	10,752,474	11,506,239	11,506,239	11,506,239	65,577,932

BPA Budget by Sector

Category	2028	2029	2030	2031	2032	2033	2034	2035	Proposed 8-yr BPA Total
Public	Public								
Administration	1,127,488	1,184,652	1,244,714	1,307,821	1,374,128	1,443,797	1,516,998	1,593,910	10,793,508
Marketing and outreach	445,995	468,607	492,366	517,329	543,557	571,116	600,072	630,496	4,269,537
Direct Implementation - non-incentive	4,683,506	4,905,751	5,116,187	5,361,539	5,619,331	5,890,192	6,174,787	6,473,811	44,225,103
Direct Implementation - incentives	2,101,401	2,207,942	2,319,886	2,437,505	2,561,087	2,690,935	2,827,366	2,970,714	20,116,836
Subtotal	8,358,389	8,766,952	9,173,152	9,624,194	10,098,103	10,596,040	11,119,223	11,668,931	79,404,983
Workforce Education and Training	Workforce Education and Training								
Administration	905,577	951,490	999,731	1,050,417	1,103,674	1,159,630	1,218,424	1,280,198	8,669,140
Marketing and outreach	337,231	354,328	372,293	391,168	411,001	431,839	453,733	476,737	3,228,330
Direct Implementation - non-incentive	6,019,726	6,261,130	6,510,927	6,777,430	7,057,445	7,351,657	7,660,785	7,985,587	55,624,687
Direct Implementation - incentives	-	-	-	-	-	-	-	-	-
Subtotal	7,262,533	7,566,948	7,882,951	8,219,016	8,572,120	8,943,126	9,332,942	9,742,522	67,522,157
Codes and Standards	Codes and Standards								
Administration	343,872	361,306	379,624	398,871	419,094	440,343	462,668	486,125	3,291,904
Marketing and outreach	102,548	107,748	113,210	118,950	124,981	131,318	137,975	144,971	981,702
Direct Implementation - non-incentive	3,331,173	3,410,072	1,981,432	2,068,533	2,160,051	2,256,209	2,357,242	2,463,397	20,028,109
Direct Implementation - incentives	-	-	-	-	-	-	-	-	-
Subtotal	3,777,593	3,879,125	2,474,267	2,586,355	2,704,127	2,827,869	2,957,885	3,094,493	24,301,714
IDSM - Equity	290,978	303,195	292,956	306,443	320,615	335,506	351,151	367,589	2,568,433
IDSM - Market Support	48,496	50,533	48,826	51,074	53,436	55,918	58,525	61,265	428,072
IDSM - Codes & Standards	145,489	151,598	146,478	153,222	160,308	167,753	175,575	183,795	1,284,216
EM&V	808,271	842,209	813,765	851,232	890,598	931,960	975,419	1,021,081	7,134,536
Total	20,206,787	21,055,234	20,344,134	21,280,796	22,264,947	23,298,995	24,385,469	25,527,028	178,363,391

Attachment

I-REN 2028-2035

Business Plan Application
First Year Detailed Budget

by Sector

First Year Detailed Budget by Sector

Public Sector	2028 Expenditures
Publ. Sector Impl. Contract (Current TEC Contract)	\$ 2,694,246
Normalized Metered Energy Consumption (NMEC) Incentives	\$ 2,101,401
Software Expenses	\$ 146,119
Marketing & Outreach Contract	\$ 55,771
Portfolio Impl. Contract (Current FE Impl. Contract)	\$ 212,161
Website Development	\$ 21,526
Legal Counsel	\$ 6,692
Event Support	\$ 50,194
CVAG Staffing Reimbursement	\$ 666,667
SBCOG Staffing Reimbursement	\$ 666,667
WRCOG Staffing Reimbursement	\$ 1,280,589
WRCOG Overhead	\$ 426,910
Miscellaneous Expenses (supplies & materials, computer equipment, travel, conferences, mileage reimbursements, etc.)	\$ 29,447
Total Expenditures:	\$ 8,358,389

First Year Detailed Budget by Sector

Workforce Education & Training	2028 Expenditures
I-REN Energy Fellowship Program	\$ 1,627,892
Fellowship Reimbursements	\$ 38,898
WE&T Implementation Contract (Current TEC Contract)	\$ 321,492
MOU's with Riverside County & San Bernardino County WDDs	\$ 1,944,913
Webinars/Virtual Certifications	\$ 116,695
Portfolio Impl. Contract (Current FE Impl. Contract)	\$ 212,161
Website Development	\$ 21,526
Legal Counsel	\$ 19,449
Miscellaneous Expenses (supplies & materials, computer equipment, travel, conferences, mileage reimbursements, etc.)	\$ 159,872
CVAG Staffing Reimbursement	\$ 277,778
SBCOG Staffing Reimbursement	\$ 277,778
WRCOG Staffing Reimbursement	\$ 223,343
WRCOG Overhead	\$ 216,377
ME&O Expenses (Conferences, education, sponsorships, etc.)	\$ 1,804,360
Total Expenditures:	\$ 7,262,533

First Year Detailed Budget by Sector

Codes & Standards	2028 Expenditures
C&S Implementer (Current FE Contract)	\$ 1,477,422
Marketing & Outreach Contract (Current ICF Resources Contract)	\$ 155,583
Portfolio Impl. Contract (Current FE Impl. Contract)	\$ 212,161
Website Development	\$ 21,526
Legal Counsel	\$ 18,670
CVAG Staffing Reimbursement	\$ 55,556
SBCOG Staffing Reimbursement	\$ 55,556
WRCOG Staffing Reimbursement	\$ 149,077
WRCOG Overhead	\$ 138,642
Miscellaneous Expenses (supplies & materials, computer equipment, travel, conferences, mileage reimbursements, etc.)	\$ 8,402
AB 39 Work (25% of Jurisdictions/yr at \$110k each)	\$ 1,485,000
Total Expenditures:	\$ 3,777,593

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS PROFESSIONAL SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this 2nd day of February, 2026, by and between the Western Riverside Council of Governments ("WRCOG"), a California public agency, and **The Larchmont Group, a business** ("Consultant"). WRCOG and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

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

2.2 Project.

WRCOG desires to engage Consultant to render such professional services for the **Property Management Services for the property located at 1955 Chicago Avenue, Riverside, CA** ("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 **Oversite of building systems and proactive maintenance planning, Management of property/building, vendor performance, and contract adherence, contract negotiations and executions, strategic vendor bidding to optimize costs and logistics, handling all tenant maintenance requests and customer service, annual budgeting services and lease administration services** necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference, and which are stated in the proposal to WRCOG and approved by WRCOG's Executive Committee. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from **February 2, 2026, to June 30, 2027**, unless earlier terminated as provided herein. WRCOG shall have the option, in its sole discretion, to extend this Agreement for up to four (4) additional one-year periods ("Option Terms") upon written notice to Consultant prior to the expiration of the then-current term. Each Option Term shall be subject to the same terms and conditions as this Agreement, unless otherwise agreed in writing by the Parties. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

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

3.2.2 Schedule of Services. Services shall be performed on an ongoing and as-needed basis throughout the Term of the Agreement, in accordance with Exhibit "A" (Scope of Services), and as reasonably directed by WRCOG's Representative. No fixed milestones or deliverable dates are required unless separately authorized in writing by WRCOG.

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:

Chris Gray, Deputy Executive Director
Lisa Hood, President

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

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

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

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

3.2.10 Insurance.

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

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

(A) Minimum Scope of Insurance. Coverage shall be at least

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

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

3.2.10.3 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.

3.2.10.4 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.

3.2.10.5 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.

3.2.10.6 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.

3.2.10.7 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.

3.2.10.8 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 "B" attached hereto and incorporated herein by reference. The total base compensation for Property Management Services shall not exceed the amounts set forth in Exhibit "B," unless otherwise approved in writing by WRCOG's Deputy Executive Director, or his or her designee, without written approval of WRCOG's **Deputy Executive Director, or his or her designee**. Extra Work may be authorized, as described below, and, if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to WRCOG a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall contain the invoice number and date; remittance address; Agreement number 2026-12-0000-001, 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: The Larchmont Group
2279 Eagle Glen Parkway, 112-141
Corona, CA
Attn: Lisa Hood**

**WRCOG: Western Riverside Council of Governments
1955 Chicago Avenue, Suite 200
Riverside, CA 92507
Attn: Chris 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.

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: _____
Chris Gray
Deputy Executive Director

THE LARCHMONT GROUP

By: _____
Lisa Hood
President
DocuSigned by:
DA8F64985CC0487...

APPROVED AS TO FORM:

ATTEST:

By: _____
General Counsel
Best Best & Krieger LLP

By: _____
Its: _____

By: _____
Andrew Ruiz
Chief Financial Officer

*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

1. **Property Management**

- Full Spectrum property oversight
- Tenant engagement and support
- Facility operations and proactive maintenance planning
- Lease tracking and administration
- Vendor coordination and performance oversight
- Compliance monitoring for contracts and insurance
- Development and management of annual budgets
- Round-the-clock tenant response availability

2. **Construction Management**

- Identifying strategic needs and optimal uses for all asset locations
- Engaging architectural, engineering, and consulting partners
- Preparing and managing project budgets with cost oversight
- Securing financing through debt and equity channels
- Overseeing design, development, and construction phases

3. **Optional Services - Accounting & Finance (not included in base monthly fee)**

- Monthly accounts payable and receivable
- Property Accounting
- Job Cost Construction and Project Accounting
- Monthly/Quarterly financial reporting
- Variance Analysis
- Calculation of Annual CAM Estimates and Reconciliation
- Loan Compliance

Optional services are not included in the base monthly compensation and shall only be performed if expressly authorized in writing by WRCOG in accordance with the Extra Work provisions of this Agreement.

EXHIBIT “B”

**COMPENSATION
BILLING RATES**

- Property Management: The greater of: (1) 3% of Monthly Total Gross Revenues of the asset, or (2) \$3,000 per month.
- Construction Management: 2%-3% of the Hard Costs
- Accounting & Finance Fees: \$1,500 per month (optional extra work, not included in base rate)