



Western Riverside Council of Governments WRCOG Executive Committee

AGENDA

**Monday, August 3, 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 lfelix@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 (Jacque Casillas, Chair)

2. PLEDGE OF ALLEGIANCE

Led by Tyler Masters, Program Manager - Energy & Environment.

3. ROLL CALL

4. PUBLIC COMMENTS

At this time members of the public can address the Committee regarding any items listed on this agenda. Except as set forth below, when addressing the Executive Committee, each individual speaker will be limited to up to three (3) continuous minutes of public testimony. The Executive Committee may, either at the direction of the Chairperson or by a majority vote of the Executive Committee, waive this three (3) minute time limitation. Depending on the number of items on the Agenda and the number of speaker cards, the Chairperson may, in his or her discretion, reduce the time for each individual speaker. In addition, the maximum time for public comment for any individual item or topic is thirty (30) minutes, unless extended by the Chairperson or majority vote of the Executive Committee. Speakers may not yield their time to others without the consent of the Chairperson.

5. CONSENT CALENDAR

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

A. Action Minutes from the June 19, 2026, Meeting of the WRCOG Executive Committee

Requested Action(s):

1. Approve the Action Minutes from the June 19, 2026, meeting of the WRCOG Executive Committee.

B. Report out of WRCOG Representatives on Various Committees

Requested Action(s):

1. Receive and file.

C. I-REN Monthly Activities Update

Requested Action(s):

1. Receive and file.

D. Purchase and Sale Agreement with First National Assets

Requested Action(s):

1. Adopt Resolution Number 26-26; A Resolution of the Executive Committee of the Western Riverside Council of Governments approving a Purchase and Sale Agreement for the sale of Assessment Installment Receivables.
2. Authorize the Interim Executive Director, or designee, to enter into a Purchase and Sale Agreement, substantially as to form, with First National Assets for the purchase of delinquent assessment receivables.

E. Approval of the Fiscal Year 2026/2027 TUMF Central, Hemet / San Jacinto, and Pass Zones' 5-Year Transportation Improvement Programs

Requested Action(s):

1. Approve the Fiscal Year 2026/2027 TUMF Central Zone

- 5-Year Transportation Improvement Program.
2. Approve the Fiscal Year 2026/2027 TUMF Hemet / San Jacinto Zone 5-Year Transportation Improvement Program.
3. Approve the Fiscal Year 2026/2027 TUMF Pass Zone 5-Year Transportation Improvement Program.

F. TUMF Program Activities Update: Approval of Three TUMF Reimbursement Agreements and Three TUMF Reimbursement Agreement Amendments

Requested Action(s):

1. Authorize the Executive Director to execute a TUMF Reimbursement Agreement with the County of Riverside for the Planning Phase of the Temescal Canyon Road / Interstate 15 Interchange Improvements Project in an amount not to exceed \$500,000.
2. Authorize the Executive Director to execute a TUMF Reimbursement Agreement with the County of Riverside for the Planning Phase of the Ethanac Road / Interstate 215 Interchange Improvements Project in an amount not to exceed \$5,000,000.
3. Authorize the Executive Director to execute a TUMF Reimbursement Agreement with the City of Riverside for the Planning, Engineering, Right-of-Way, and Construction Phases of the University Avenue / Central Avenue / Alessandro Boulevard ITS Project in an amount not to exceed \$2,500,000.
4. Authorize the Executive Director to execute a TUMF Reimbursement Agreement Amendment with the City of Hemet for the Planning, Engineering, and Construction Phases of the Esplanade Improvements Project in an amount not to exceed \$1,900,000.
5. Authorize the Executive Director to execute a TUMF Reimbursement Agreement Amendment with the City of Riverside for the Planning, Engineering, and Right-of-Way Phases of the Third Street Grade Separation Project in an amount not to exceed \$18,035,561.
6. Authorize the Executive Director to execute a TUMF Reimbursement Agreement Amendment with the County of Riverside for the Planning Phase of the Wood Road Widening Project in an amount not to exceed \$847,000.

G. Advocacy Ad Hoc Committee Comments on Proposed Federal Grant Regulation Revisions

Requested Action(s):

1. Receive and file.

H. Termination of Memorandums of Understanding with Los Angeles County and the Inland Empire Community Foundation for the administration of the Equitable Building Decarbonization Program in the Inland Empire Region

Requested Action(s):

1. Terminate the Memorandum of Understanding with Los Angeles County for the Equitable Building Decarbonization Program and continue involvement with the program as an unfunded community partner.

2. Terminate the Memorandum of Understanding with the Inland Empire Community Foundation for the Equitable Building Decarbonization Program.

I. First Amendment to a Memorandum of Understanding between WRCOG and University Enterprise Corporation at California State University of San Bernardino for Evaluation, Measurement & Verification Studies

Requested Action(s):

1. Authorize the WRCOG Executive Director to execute a First Amendment to the Memorandum of Understanding between WRCOG and the University Enterprise Corporation at California State University San Bernardino for additional I-REN Evaluation, Measurement, and Verification Studies, increasing the total not-to-exceed amount to \$160,096.

6. 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. 2026 Agency Accomplishments and Work Plan

Requested Action(s):

1. Receive and file.

B. Legislative Update: Townsend Public Affairs

Requested Action(s):

1. Receive and file.

C. Fee Comparison Analysis Findings

Requested Action(s):

1. Receive and file.

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

Craig Miller, Western Water

8. 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

9. REPORT FROM THE EXECUTIVE COMMITTEE CHAIR

Jacque Casillas, City of Corona

10. REPORT FROM THE INTERIM EXECUTIVE DIRECTOR

Chris Gray

Access the report [here](#).

11. ITEMS FOR FUTURE AGENDAS

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

12. GENERAL ANNOUNCEMENTS

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

13. NEXT MEETING

The next Executive Committee meeting is scheduled for Monday, September 14, 2026, at 2:00 p.m., in the County of Riverside Administrative Center, 4080 Lemon Street, 1st Floor, Board Chambers, Riverside.

14. ADJOURNMENT

WRCOG Executive Committee

Action Minutes

1. CALL TO ORDER

The meeting of the WRCOG Executive Committee was called to order by Chair Jacque Casillas at 10:03 a.m., on Friday, June 19, 2026, at the Pechanga Resort Casino

2. PLEDGE OF ALLEGIANCE

Cameron Brown, WRCOG Program Manager, 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 Calimesa - Eric Cundieff
- City of Canyon Lake - Mark Terry
- City of Corona - Jacque Casillas
- City of Eastvale - Christian Dinco
- City of Lake Elsinore - Brian Tisdale
- City of Menifee - Bob Karwin
- City of Moreno Valley - Elena Baca-Santa Cruz
- City of Murrieta - Lori Stone
- City of Norco - Kevin Bash
- City of Perris - Michael Vargas
- City of Riverside - Chuck Conder
- City of San Jacinto - Crystal Ruiz
- City of Temecula - Jessica Alexander
- City of Wildomar - Ashlee DePhillippo
- County of Riverside, District 2 - Karen Spiegel
- County of Riverside, District 3 - Chuck Washington
- County of Riverside, District 5 - Yxstian Gutierrez
- Western Water - Brenda Dennstedt

Absent:

- City of Hemet
- City of Jurupa Valley
- County of Riverside, District 1
- Eastern Municipal Water District
- Riverside Co. Sup. of Schools

4. PUBLIC COMMENTS

There were no Public Comments.

5. CONSENT CALENDAR

RESULT:	APPROVED AS RECOMMENDED
MOVER:	Perris
SECONDER:	Lake Elsinore
AYES:	Banning, Beaumont, Calimesa, Canyon Lake, Corona, Eastvale, Lake Elsinore, Menifee, Moreno Valley, Murrieta, Norco, Perris, Riverside, San Jacinto, Temecula, Wildomar, Dist. 2, Dist. 3, Dist. 5, Western Water

A. Action Minutes from the June 1, 2026, Meeting of the WRCOG Executive Committee

Action:

1. Approved the Action Minutes from the June 1, 2026, meeting of the WRCOG Executive Committee.

B. Approval of Updated Personnel Policy Related to Salary Review and Administration: Temporary / Interim Assignment Acting Pay or Out-of-Class Pay

Action:

1. Approved the Salary Review and Administration: Temporary / Interim Assignment Acting Pay Policy or Out-of-Class Pay.

6. REPORTS / DISCUSSION

A. 2026 General Assembly & Leadership Address Debrief

Action:

1. Received and filed.

B. Housing Affordability in Western Riverside County

Action:

1. Received and filed.

C. Legislative Update: Townsend Public Affairs

Due to time constraints, this item was moved to a future meeting.

D. 2026 Agency Accomplishments and Work Plan

Due to time constraints, this item was moved to a future meeting.

7. REPORT FROM THE EXECUTIVE COMMITTEE CHAIR

Chair Casillas thanked the team who put the General Assembly together, and to Pechanga for hosting. Chair Casillas encouraged Committee members to apply for the A&F Committee or one of the Ad Hoc Committees. For the next year, the intent is to stay focused and steady, which will require the entire Committee to work together.

8. REPORT FROM THE INTERIM EXECUTIVE DIRECTOR

Chris Gray, WRCOG Interim Executive Director, reported that an interest form will be emailed to obtain a list of members interested in serving on the Administration & Finance Committee or other Ad Hoc Committees . Please complete the form as soon as possible and provide your cell phone number so the Chair may contact you.

9. ITEMS FOR FUTURE AGENDAS

There were no items for future agendas.

10. GENERAL ANNOUNCEMENTS

There were no general announcements.

11. NEXT MEETING

The next Executive Committee meeting is scheduled for Monday, August 3, 2026, at 2:00 p.m., in the County of Riverside Administrative Center, 4080 Lemon Street, 1st Floor, Board Chambers, Riverside.

12. ADJOURNMENT

The meeting was adjourned at 11:28 a.m.



Western Riverside Council of Governments WRCOG Executive Committee

Staff Report

Subject: Report out of WRCOG Representatives on Various Committees
Contact: Chris Gray, Interim Executive Director, cgray@wrcog.us, (951) 405-6710
Date: August 3, 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 last met on June 3, 2026.

The next Board of Directors meeting is scheduled for August 13, 2026.

SANDAG Borders Committee (Colleen Wallace)

The SANDAG Borders Committee met on July 24, 2026. The agenda packet can be accessed at: <https://pub-sandag.escribemeetings.com/Meeting.aspx?Id=ff3c70ae-a263-4d3a-ab51-fcc83e72acdd&Agenda=Agenda&lang=English>. Agenda highlights are as follows:

- Regional Resiliency: Tools to Build More Resilient Communities
- Plastic Pollution Mitigation Fund

The next SANDAG Borders Committee meeting is scheduled for October 23, 2026.

SAWPA OWOW Steering Committee (Wes Speake)

The SAWPA OWOW Steering Committee has not met since May 28, 2026. The next SAWPA OWOW Steering Committee meeting is scheduled for September 24, 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: August 3, 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.

- At the beginning of June, I-REN staff participated in a panel at the Leaders in Energy Summit, highlighting I-REN's public sector efforts with the San Bernardino International Airport Authority. The panel received positive feedback, and I-REN generated interest from Ontario International Airport staff in exploring future collaboration.
- The City of Grand Terrace received approval for its Cash for Kilowatts project at Richard Rollins Community Park. This approved project application consists of LED lighting & heat pump water heater upgrades. The project has estimated annual energy savings of 19,855 kWh and 3.59 kW, with estimated incentives totaling \$21,000.
- Apple Valley Fire Protection District received I-REN's first joint energy efficiency and clean energy & resilience (IDSM) audit since expanded services rolled out earlier this year!
- I-REN staff held an in-person kickoff meeting with the Desert Sands Unified School District, which is interested in receiving I-REN support for energy efficiency opportunities at its facilities.
- I-REN staff presented an Initial Measures List to the Riverside City College District on June 29th. The recommendations included 3 boiler replacements and 2 pool cover retrofits. The project has estimated annual natural gas savings of 57,000 therms, with estimated incentives totaling \$72,000.

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 its second Passive House training in its 6-part series, which garnered 10 registrants and eight attendees, for an 80% registered versus attended ratio.
- I-REN awarded a second participant a scholarship for the Certified Passive House Designer Program.
- I-REN hosted the first class in its mini electrification series, Electrification in the 2025 Energy Code, for which there were 18 registrants and 11 attendees - a 60% registered versus attended ratio.
- I-REN will conclude July with its third training of the month on July 30, with its third class in both the Passive House series, on electrification & decarbonization with Passive House.

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.

- July 30, 2026: I-REN launched its Inland Empire Energy Careers Explorer a new interactive platform to residents, students, job seekers, educators, and workforce partners with the growing energy workforce opportunities (trainings and job resources) in Riverside and San Bernardino Counties.
- July 17, 2026: I-REN was invited by San Bernardino County and Riverside County Workforce teams to propose on a California Workforce Association annual conference panel in September. The panel was approved.
- July 10, 2026: I-REN participated as a judge at the Science Technology Education Partnership's P3 Summer learning lab.
- June 24, 2026: I-REN staff and two I-REN fellows participated in 17th Annual California Climate & Energy Forum on "Powering Regional Leadership: Building Energy Resilience through Workforce Development in Southern California" panel.

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

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

Prior Action(s):

None.

Financial Summary:

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

Attachment(s):

[Attachment 1 - Cash for Kilowatts Dashboard July 2026.pdf](#)



iren.gov

Cash for Kilowatts July 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. Notable milestones to highlight for this month include:

- One (1) project recently completed construction, with a post-install inspection scheduled for 7/15
 - SBCOG Whole Building Santa Fe Train Depot
- The addition of two (2) Project Application Approved Projects:
 - Rancho Mirage Fire Station 50 (\$21,142.30)
 - Rancho Mirage Fire Station 69 (\$24,412.28)

Project	Incentive Payment	Application Approval Date	Construction Start	Construction End	Estimated Payment Date	Incentive Amount	Disbursement Request Date
Joe Baca Middle School LED Lighting Retrofit	1	7/5/2024	6/4/2024	12/20/2024	Jun. 2025	\$88,348.99	5/8/2025
	2				Feb. 2026	\$132,523.81	2/19/2026
SBCCD Lighting SBVC North Hall	1	2/7/2025	2/12/2025	9/12/2025	Feb. 2026	\$49,666.22	2/9/2026
	2				Nov. 2026	\$74,499.34	

¹ As of 7/9/2026

Project	Incentive Payment	Application Approval Date	Construction Start	Construction End	Estimated Payment Date	Incentive Amount	Disbursement Request Date
SBCCD Lighting SBVC Library	1	2/24/2025	2/12/2025	9/12/2025	Apr. 2026	\$43,239.34	4/9/2026
	2				Jan. 2027	\$64,859.01	
Calimesa WB Senior Center	1	4/4/2025	7/1/2025	9/27/2025	N/A²	N/A	
	2				Feb. 2027	\$2,994.24	
Calimesa WB City Hall	1	4/7/2025	7/1/2025	11/7/2025	Aug. 2026	\$1,912.53	
	2				Dec. 2026	\$2,868.80	
Housing Authority of the County of San Bernardino WB Victorville Office	1	4/14/2025	9/2/2025	3/4/2026	Aug. 2026	\$5,287.75	
	2				Apr. 2027	\$7,931.62	
Indian Wells Fire Station #55	1	3/2/2026	8/1/2026*	12/1/2026*	May 2027	\$7,494.64	
	2				Jan. 2028	11,241.96	
Indian Wells Public Works Yard	1	5/21/2025	2/26/2026	7/31/2026*	Dec. 2026	\$1,861.60	
	2				Aug. 2027	\$2,792.40	

² Quarterly Savings Report (Version 2) only showed 6% savings. Agency agreed to wait for Final Savings Report to see if savings improve.



Project	Incentive Payment	Application Approval Date	Construction Start	Construction End	Estimated Payment Date	Incentive Amount	Disbursement Request Date
Housing Authority of the County of San Bernardino WB San Bernardino Admin Office HVAC & Lighting	1	7/16/2025	10/2/2025	1/13/2026	Aug. 2026	\$15,479.43	
	2				May 2027	\$23,219.15	
Rancho Mirage-I-REN-W B-Library Observatory	1	8/13/2025	9/15/2026*	10/31/2026*	May 2027	\$9,056.48	
	2				Feb. 2028	\$13,584.72	
Rancho Mirage-I-REN-W B-City Hall	1	8/15/2025	9/15/2026*	10/31/2026*	May 2027	\$22,964.65	
	2				Feb. 2028	\$34,446.98	
Town of Apple Valley WB Corporate Yard	1	9/4/2025	8/1/2026*	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	8/1/2026*	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	3/30/2026	6/12/2026	Dec. 2026	\$37,626.48	
	2				Sep. 2027	\$56,439.72	
Town of Apple Valley Police Department	1	10/10/2025	8/1/2026*	10/1/2026*	Feb. 2027	\$37,904.76	
	2				Nov. 2027	\$56,857.14	
Norco WB	1	10/27/2025	5/20/2026	8/26/2026*	Jan. 2027	\$16,693.92	



Project	Incentive Payment	Application Approval Date	Construction Start	Construction End	Estimated Payment Date	Incentive Amount	Disbursement Request Date
City Hall	2				Sep. 2027	\$11,129.28	
Palm Springs WB Fire Station #1	1	11/25/2025	3/23/2026	3/27/2026	Aug. 2026	\$3,654.00	
	2				Apr. 2027	\$5,481.00	
City of Murrieta Library Lighting	1	1/12/2026	7/30/2026*	8/28/2026*	Feb. 2027	\$12,560.00	
	2				Sep. 2027	\$18,840.00	
Beaumont Community Center Lighting	1	3/2/2026	9/1/2026*	12/1/2026*	May 2027	\$20,520.18	
	2				Jan. 2028	\$30,780.28	
NMVCD Headquarters	1	3/30/2026	9/1/2026*	2/26/2027*	Aug. 2027	\$19,044.10	
	2				Apr. 2027	\$28,566.16	
Norco Hillside Fire Station	1	4/10/2026	6/17/2026*	10/31/2026*	Apr. 2027	\$4,453.44	
	2				Dec. 2027	\$6,680.16	
Grand Terrace Richard Rollins Community Park	1	5/19/2026	3/16/2026	2/28/2027*	Aug. 2027	\$8,521.25	
	2				Apr. 2028	\$12,781.88	
Rancho Mirage Fire Station 50	1	6/11/2026	On Hold	3/3/2027	Aug. 2027	\$8,456.92	
	2				Apr. 2028	\$12,685.38	
Rancho Mirage Fire Station 69	1	6/11/2026	On Hold	12/1/2026	May 2027	\$9,765.19	
	2				Jan. 2028	\$14,647.79	
Total Committed (includes disbursed)						\$1,253,287.27	
Total Incentives Disbursed							\$313,778.36



Predictability Analyses Update³

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
N/A	N/A	N/A

Incentive Rates

Base Rates

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

Incentive Kickers

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

In 2024-2026, 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

³ From 6/9/2026 - 7/9/2026



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: Purchase and Sale Agreement with First National Assets
Contact: Casey Dailey, Interim Deputy Executive Director, cdailey@wrcog.us, (951) 405-6720
Date: August 3, 2026

Recommended Action(s):

1. Adopt Resolution Number 26-26; A Resolution of the Executive Committee of the Western Riverside Council of Governments approving a Purchase and Sale Agreement for the sale of Assessment Installment Receivables.
 2. Authorize the Interim Executive Director, or designee, to enter into a Purchase and Sale Agreement, substantially as to form, with First National Assets for the purchase of delinquent assessment receivables.
-

Summary:

WRCOG's PACE Program allows property owners to finance energy and safety improvements, repaid through property tax bills. To protect WRCOG's financial standing and avoid initiating foreclosures, a Purchase and Sale Agreement with FNA California, LLC, is proposed to cover nearly \$1.6M in delinquencies for Tax Year 2025/2026.

Purpose / WRCOG 2022-2027 Strategic Plan Goal:

The purpose of this item is to request adoption of a resolution approving a Purchase and Sale Agreement for the sale of Assessment Installment Receivables and to seek authorization for the Interim Deputy Executive Director to enter into a Purchase and Sale Agreement with First National Assets (FNA). This item aligns with WRCOG's 2022-2027 Strategic Plan Goal #3 (Ensure fiscal solvency and stability of the Western Riverside Council of Governments).

Discussion:

Background

WRCOG's PACE Programs provide financing to property owners to implement energy saving, renewable energy, water conservation, and seismic strengthening improvements. Improvements installed utilizing PACE financing are secured by placing a lien on the underlying property which is paid back through a line-item charge on the secured property tax bill. The Program was initiated in December 2011 and was expanded in 2014 to allow jurisdictions throughout the state to join and allow property owners in these

jurisdictions to participate.

Present Situation

Purchase and Sale Agreement for Delinquent Parcels: FNA has offered to purchase the delinquencies from residential and commercial parcels of all PACE providers for Tax Year 2025/2026. FNA was initially selected through sole source, as it had unique experience providing this financing as a backstop for other public entities. After WRCOG experienced a shortfall of funds needed to pay the bonds in 2017, FNA was brought back in Tax Year 2018/2019. Consistent with prior years, staff is seeking adoption of a resolution and authorization for the Interim Executive Director to enter into a Purchase and Sale Agreement (Attachment 1).

The Agreement with FNA accomplishes two essential policy goals of the PACE Program. First, it ensures that WRCOG will not be required to initiate a judicial foreclosure proceeding on property owners with PACE assessments who have not paid their property tax payments on time. Second, it ensures that the PACE bond investors are paid on time, thus avoiding any negative credit or bond rating impacts to WRCOG.

There is a link between non-payment and foreclosure; if a property owner fails to make regular payments on their PACE assessment, they could be subject to a judicial foreclosure action. However, the Executive Committee made a policy to not be the cause of foreclosures on residential property owners. This policy places the financial burden on WRCOG to ensure that bonds are paid in full, regardless of where the funds come from. In the early years of the Program, Renovate America would pay the difference between what was received through the payments of the assessments and what was owed on the bonds. However, in 2017, Renovate America refused to fill that gap, leaving WRCOG responsible for paying approximately \$350,000 on behalf of delinquent property owner to ensure bond payments were made in full. That was not sustainable, so FNA was brought in to fill the gap left by Renovate America.

It should be noted that it is only the delinquent amount that is assigned to FNA, not the entire amount of the assessment. In practice, FNA provides the funds so bonds can be paid in full. Since FNA provides the funds to ensure the funds are paid, as individual property owners come current on their taxes, any fees or penalties associated with those late payment are assigned to FNA.

As of July 2026, there were 450 delinquent residential assessments totaling \$968,860.49, and seven delinquent commercial assessments (seven parcels) totaling \$652,217.82 (Attachment 2). WRCOG will receive updated delinquent assessment numbers by August 10, 2026. These numbers will be included in the final Purchase and Sale Agreement, to be executed on August 14, 2026, ensuring bond holders are paid by the bond call date of September 2, 2026.

Entering into the Purchase and Sale Agreement would allow WRCOG to pay debt service payments in a timely manner to bond holders. According to the various indentures governing the series of PACE Bonds, WRCOG must determine whether any single participating parcel is delinquent in payment of any assessment installments by October 1, 2026, and within 60 days from such date, must either elect to defer or commence foreclosure proceedings.

Prior Action(s):

September 8, 2025: The Executive Committee adopted Resolution Number 24-25; A Resolution of the

Executive Committee of the Western Riverside Council of Governments to defer foreclosure proceedings.

August 4, 2025: The Executive Committee 1) adopted Resolution Number 22-25; A Resolution of the Executive Committee of the Western Riverside Council of Governments approving a Purchase and Sale Agreement for the sale of Assessment Installment Receivables; and 2) authorized the Executive Director, or designee, to enter into a Purchase and Sale Agreement, substantially as to form, with First National Assets for the purchase of delinquent assessment receivables.

Financial Summary:

While the deferral of judicial foreclosures on delinquent PACE properties itself does not have a fiscal impact, WRCOG will receive a 7.5% fee as revenue as a result of the agreement with First National Assets, which will be booked under HERO Administration revenue. The exact amount is not known at this time; however, an estimated amount of revenue of approximately \$100k was included in the Fiscal Year 2025/2026 budget under the General Fund (Fund 110) under the HERO Program.

Attachment(s):

[Attachment 1 - Resolution Number 26-26 approving a purchase and sale agreement for the sale of assessment installment receivables.pdf](#)

[Attachment 2 - WRCOG Delinquency Detail for FY 2025/2026 with Assessed Values as of 7-20-2026.pdf](#)

Attachment

Resolution Number 26-26;
A Resolution of the
Executive Committee of the
Western Riverside Council
of Governments approving
a Purchase and Sale
Agreement for the Sale of
Assessment Installment
Receivables

RESOLUTION NUMBER 26-26

**A RESOLUTION OF THE EXECUTIVE COMMITTEE
OF THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS APPROVING A
PURCHASE AND SALE AGREEMENT FOR THE SALE OF ASSESSMENT
INSTALLMENT RECEIVABLES**

WHEREAS, the Western Riverside Council of Governments ("WRCOG") has levied assessments under Chapter 29 of Part 3 of Division 7 of the California Streets and Highways Code (commencing with Section 5898.12 et seq.) ("Chapter 29"). Such assessments are payable in installments under the Improvement Bond Act of 1915, Division 10 of Part I (commencing with Section 8500) of the California Streets and Highways Code ("1915 Act") on residential and commercial properties participating in the Energy Efficiency and Water Conservation Program for Western Riverside County and the California HERO Program established by WRCOG pursuant to Chapter 29 and the 1915 Act (collectively, the "WRCOG Program"), which are collected on the secured property tax roll of the County of Riverside; and

WHEREAS, certain installments of such assessments are delinquent; and

WHEREAS, WRCOG and FNA California, LLC desire to enter into that certain Purchase and Sale Agreement (the "Agreement") pursuant to which WRCOG will sell to FNA California, LLC, certain rights WRCOG is entitled to receive arising from the collection of certain delinquent assessments for the tax years specified in this Purchase and Sale Agreement attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, WRCOG has determined that it is in the best interests of WRCOG at this time to enter into the Agreement in substantially similar form to that attached hereto as Exhibit "A" and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED by the Executive Committee of the Western Riverside Council of Governments as follows:

Section 1. The above recitals are true and correct.

Section 2. The Executive Committee of the Western Riverside Council of Governments hereby approves as to form the Agreement attached hereto as Exhibit "A" and incorporated herein by reference and authorizes the Executive Director to make any changes he deems necessary in consultation with Best Best & Krieger as bond counsel and DTA, as assessment administrator.

PASSED AND ADOPTED at a meeting of the Executive Committee of the Western Riverside Council of Governments held on August 3, 2026.

Jacque Casillas, Chair
WRCOG Executive Committee

Christopher J. Gray, Secretary
WRCOG Executive Committee

Approved as to form:

Best Best & Krieger LLP
WRCOG Bond Counsel

AYES: _____ NAYS: _____ ABSENT: _____ ABSTAIN: _____

EXHIBIT "A"

Purchase and Sale Agreement

PURCHASE AND SALE AGREEMENT

Dated as of August 14, 2026

between

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS,

as Seller

and

FNA CALIFORNIA, LLC,

as Purchaser

**Regarding
Assessment Installment Receivables
for the 2025-2026 Tax Year**

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PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement"), dated as of August 17, 2026, between Western Riverside Council of Governments, a joint exercise of powers authority and existing under the Joint Exercise of Powers Act, being Chapter 5 of Division 7, Title 1 of the Government Code of the State of California and a Joint Exercise of Powers Agreement originally made and entered into as of April 1, 1991, as further amended to date ("WRCOG"), and FNA California, LLC, an Illinois limited liability company ("Company").

BACKGROUND

WRCOG has levied assessments under Chapter 29 (as defined below) payable in installments under the 1915 Act (defined below) on residential and commercial properties participating in the WRCOG Program (as defined below) which are collected on the secured property tax roll of the County (as defined below) in which the participating properties are located.

Certain installments of such assessments are delinquent (the "Assessment Installment Receivables") as of the Cut-off Date (as defined below).

WRCOG has determined that it is in the best interests of WRCOG at this time to sell to the Company the Assessment Installment Receivables it is entitled to receive arising from the collection of certain delinquent assessments for the tax years specified in this Agreement, upon the terms and conditions provided herein.

NOW, THEREFORE, for and in consideration of the premises and the material covenants hereinafter contained, the parties hereto hereby formally covenant, agree and bind themselves as follows:

Article I Definitions

Section 1.01 Definitions. Whenever used in this Agreement, the following words and phrases, unless the context otherwise requires, shall have the following meanings:

“1915 Act” means the Improvement Bond Act of 1915, Division 10 of Part I (commencing with Section 8500) of the California Streets and Highways Code.

“Agreement” means this Purchase and Sale Agreement, as originally executed or as it may from time to time be supplemented, modified or amended in accordance with the provisions hereof.

“Assessment” means each “Assessment” as defined in an Assessment Contract and levied pursuant to such Assessment Contract against a Property (as defined below) to which such Assessment Contract is subject.

“Assessment Administrative Fee” means, as to each Property, the assessment administrative fee due and payable pursuant to the applicable Assessment Contract that shall be collected on the property tax bill pertaining to such Property.

“Assessment Administrator” means DTA Public Finance, Inc., and its successors, or any financial consultant or firm of such financial consultants judged by WRCOG to have experience in the administration for and on behalf of public agencies of assessments similar to the Assessments levied by such public agencies in the State of California.

“Assessment Contract” shall have the meaning given such term in the applicable Master Indenture.

“Assessment Installment” means, as to each Property, the portion of the principal amount of an Assessment, together with the interest on the Assessment, due and payable pursuant to an Assessment Contract that shall be collected on the property tax bill for a particular Tax Year pertaining to such Property.

“Assessment Installment Receivable” means, with respect to a Property for a particular Tax Year, the Assessment Installment and the related Assessment Administrative Fee on the secured tax roll of the County that:

- (i) was levied by WRCOG on one of the Properties listed on the Assessment Installment Receivables Schedule for such Tax Year in accordance with the Chapter 29, the 1915 Act and the applicable Assessment Contract and is payable to WRCOG if and when collected,
- (ii) was levied on account of the applicable Purchased Tax Year, was delinquent as of the Cut-off Date and was shown as such on the Delinquent Tax Roll maintained by the County for the applicable Purchased Tax Year,

(iii) had not been received by WRCOG or the Trustee, on behalf of WRCOG, as of the Cut-off Date,

(iv) is due and owing to WRCOG in an amount equal to the amount of such Assessment Installment and Assessment Administrative Fee, penalties and accrued interest set forth on the Assessment Installment Receivables Schedule,

(v) includes, to the extent permitted by law and the terms of the applicable Master Indenture, all penalties and accrued interest thereon to the date of collection, and

(vi) has not become a Defective Assessment Installment Receivable.

“Assessment Installment Receivable Balance” means, with respect to an Assessment Installment Receivable as of a particular date, the sum of

(i) an amount equal to the delinquent Assessment Installments and Assessment Administrative Fees levied by or on behalf of WRCOG and payable to the WRCOG with respect to such Assessment Installment Receivable as shown on the Assessment Installment Receivables Schedule,

(ii) to the extent permitted by law and the applicable Master Indenture, the ten percent (10%) penalty payable on the Assessment Installment Receivable in accordance with Sections 2617 and 2618 of the California Revenue and Taxation Code, and

(iii) to the extent permitted by law and the applicable Master Indenture, interest accrued on the amount in clause (A) from the July 1 of the Tax Year following the Tax Year in which such Assessment Installment Receivable first became delinquent through the date of determination at the rate of one and half percent (1.5%) per month in accordance with Section 4103 of the California Revenue and Taxation Code.

“Assessment Installment Receivables Schedule” means the schedule attached as (or incorporated by reference in) EXHIBIT A hereto, as such schedule may be amended from time to time in accordance with Section 3.01(e) hereof, with respect to the Assessments levied on the Properties described on EXHIBIT A hereto.

“Assessment Installments Purchased” has the meaning set forth in Section 2.01(a) hereof.

“Assessment Lien” means any lien that attaches, by operation of Section 2187 of the California Revenue and Taxation Code, to the fee interest in real property.

“Associate Member” any Associate Member of WRCOG that is participating in the California HERO Program.

“Bond Counsel” means Best Best & Krieger LLP or any other attorney or firm of attorneys of nationally recognized expertise with respect to legal matters relating to public financing in the State.

“Business Day” means any day that is not a Saturday, Sunday or other day on which commercial banking institutions in New York or California are authorized or obligated by law or executive order to be closed.

“Chapter 29” means Chapter 29 of Part 3 of Division 7 of the California Streets and Highways Code (commencing with Section 5898.12 et seq.)

“Closing Date” means August 17, 2026.

“Collections” means, with respect to an Assessment Installment Receivable, the amount collected by the County (whether as payments by the related Property Owner in a lump sum, payments by the related Property Owner pursuant to an installment payment plan, as proceeds of sale of the related tax-defaulted Property, or otherwise) on the Assessment Installment Receivable. Collections include but are not limited to the following:

- (i) the delinquent Assessment Installments payable for the Tax Year to which the Assessment Installment Receivable is related,
- (ii) the ten percent (10%) penalty payable thereon in accordance with Sections 2617 and 2618 of the California Revenue and Taxation Code,
- (iii) interest accruing at the rate of one and half percent (1.5%) per month in accordance with Section 4103 of the California Revenue and Taxation Code, and
- (iv) all Assessment Administrative Fees levied in connection therewith that are distributable to WRCOG, if any.

“Company” means FNA California, LLC, a limited liability company organized and existing under the laws of the state of Illinois or any successor thereto.

“County” means the County of Riverside, California, and each county of the Associate Members, which could include the unincorporated area of any county which is an Associate Member.

“Cut-off Date” means August 10, 2026.

“Defective Assessment Installment Receivable” has the meaning set forth in Section 3.01(c) hereof.

“Defective Assessment Installment Receivable Purchase Amount” means, as to any Defective Assessment Installment Receivable, an amount equal to the Purchase Price and Premium of such Defective Assessment Installment Receivable set forth on the Assessment Installment Receivables Schedule reduced by the amount, if any, of Collections on such Defective Assessment Installment Receivable which have been applied to the recovery of such Purchase Price and Premium and paid to the Company as of the date of calculation.

“Delinquent Tax Roll” means the delinquent tax roll which is delivered by the Treasurer-Tax Collector of the County to the Auditor-Controller of the County pursuant to Section 2627 of the Revenue and Taxation Code of the State, or such other report, file or data of the Treasurer-Tax Collector or Auditor-Controller of the County as may be available from the County and mutually satisfactory to WRCOG and the Company.

“Master Indenture” means, as applicable, each of the master indentures or Indentures listed on EXHIBIT B, incorporated herein by reference.

“Opinion of Counsel” means one or more written opinions of counsel, who may be an employee of or counsel to WRCOG, which counsel shall be acceptable to the recipient of such opinion or opinions.

“Person” any individual, corporation, partnership (general or limited), limited liability company, limited liability partnership, firm, joint venture, association, joint-stock company, trust, estate, unincorporated organization, governmental body or other entity.

“Premium” has the meaning set forth in Section 2.01(a) hereof.

“Property” means, with respect to an Assessment Installment Receivable, either a residential or commercial parcel of real property that is encumbered by the Assessment Lien of such Assessment Installment Receivable.

“Property Owner” means, with respect to an Assessment Installment Receivable, the fee owner or owners of the related Property.

“Purchase Price” has the meaning set forth in Section 2.01(a) hereof.

“Purchased Tax Year” means, for a given Assessment Installment Receivable, the Tax Year ending on June 30 of the applicable calendar year, as set forth in EXHIBIT A hereto.

“Purchased Receivables” means the Assessment Installment Receivables listed on the Assessment Installment Receivables Schedule and purchased by the Company pursuant to this Agreement.

“Responsible Officer” means, with respect to WRCOG, the Executive Director, the Chief Financial Officer, Director of Energy and Environmental Programs of WRCOG or any other official of WRCOG customarily performing functions similar to those performed by any of the above designated officials, and also with respect to a particular matter, any

other official of WRCOG to whom such matter is referred because of such official's knowledge of and familiarity with the particular subject.

"State" means the State of California.

"Tax Year" means the 12-month period beginning on July 1 in any year and ending on the following June 30. Whenever in this Agreement reference is made to the Tax Year of a certain year, such reference is to the Tax Year ending June 30 of that year.

"Trustee" shall mean Wilmington Trust, National Association, a national banking association or The Bank of New York Mellon Trust Company, N.A., each duly organized and existing under the laws of the United States of America, acting as trustee or successor trustee and not in its individual capacity, its successors and assigns, and any other corporation or association which may be at any time substituted in its place, as provided in the applicable Master Indenture.

"Twain Commercial Assessment" means that certain [Agreement to Pay Assessment and Finance Improvements by and among WRCOG, Temecula Hotel Partners Old Town Holding Company LLC and Twain Financial Partners Holding LLC dated as of December 18, 2019, as amended from time to time].

"WRCOG" means Western Riverside Council of Governments, a joint exercise of powers authority organized and existing under the laws of the State, including any entity with which it may be consolidated or which otherwise succeeds to the interests of WRCOG.

"WRCOG Program" means the Energy Efficiency and Water Conservation Program for Western Riverside County and the California HERO Program established by WRCOG pursuant to Chapter 29 and the 1915 Act.

Section 1.02 Other Definitional Provisions.

(a) All terms defined in this Agreement shall have the defined meanings when used in any certificate or other document made or delivered pursuant hereto unless otherwise defined therein.

(b) As used in this Agreement and in any certificate or other document made or delivered pursuant hereto or thereto, accounting terms not defined in this Agreement or in any such certificate or other document, and accounting terms partly defined in this Agreement or in any such certificate or other document to the extent not defined, shall have the respective meanings given to them under generally accepted accounting principles. To the extent that the definitions of accounting terms in this Agreement or in any such certificate or other document are inconsistent with the meanings of such terms under generally accepted accounting principles, the definitions contained in this Agreement or in any such certificate or other document shall control.

(c) The words "hereof", "herein", "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any

particular provision of this Agreement; Article, Section, Schedule and Exhibit references contained in this Agreement are references to Articles, Sections, Schedules and Exhibits in or to this Agreement unless otherwise specified; and the term “including” shall mean “including without limitation.”

(d) The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such terms.

(e) Any agreement, instrument or statute defined or referred to herein or in any instrument or certificate delivered in connection herewith means such agreement, instrument or statute as from time to time amended, modified or supplemented and includes (in the case of agreements or instruments) references to all attachments thereto and instruments incorporated therein; references to a Person are also to its permitted successors and assigns.

Section 1.03 Term of this Agreement.

This Agreement shall remain in full force and effect for the period during which any of the Assessment Installment Receivables purchased under this Agreement remains outstanding.

Article II

Purchase and Sale of Assessment Installment Receivables

Section 2.01 Purchase and Sale of Assessment Installment Receivables; Assignment of Rights.

(a) *Purchase and Sale.* In consideration of the Company’s promise to deliver on the Closing Date to or upon the order of WRCOG the sum of \$_____ (the “Purchase Price”), which is equal to the principal amount of \$_____ of the delinquent Assessment Installments included in Assessment Installment Receivables to be purchased (“Assessment Installments Purchased”), plus a premium equal to seven and a half percent (7.50%) of the Assessment Installments Purchased (the “Premium”) in the amount of \$_____, WRCOG does hereby sell, transfer, assign, set over and otherwise convey to the Company, without recourse (but subject to the obligations herein), all right, title and interest of WRCOG on the Closing Date, free and clear of all liens, claims and interest, whether now owned or hereinafter acquired, in and to:

- (i) the Assessment Installment Receivables;
- (ii) all Collections in respect of the Assessment Installment Receivables since the Cut-off Date; and
- (iii) the proceeds of any and all of the foregoing.

(b) *Collections.* The Company shall be entitled, from and after the Closing Date, to receive all Collections with respect to the Assessment Installment Receivables.

(c) *Payment and Application of Purchase Price.* On the Closing Date, the Company shall pay or cause to be paid the Purchase Price, together with the Premium thereon, in immediately available funds by federal funds wire to or upon the order of WRCOG. WRCOG covenants that (i) it shall treat the Purchase Price as Assessments or Assessment Administrative Fees, as applicable, for all purposes under the terms of the applicable Master Indenture or other document by which any bonds, notes or other evidences of indebtedness were issued and secured by the Assessments to which the Assessment Installment Receivables relate, and (ii) it shall apply the Purchase Price to the payment of the bonds secured by the Assessments to which the Assessment Installment Receivables relate, and to the other authorized purposes to which the Assessments or the Assessment Administrative Fees may be applied (including without limitation replenishment of reserve funds and payment of administrative expenses), to the same extent that the proceeds of the Assessments and Assessment Administrative Fees constituting the Assessment Installment Receivables would have been required to be applied had they been paid by the respective property owner before delinquency and received by WRCOG.

Section 2.02 Closing Conditions. The obligation of the Company to purchase the Assessment Installment Receivables and pay the Purchase Price, together with the Premium thereon, will be subject to the accuracy of the representations and warranties of WRCOG herein, to the accuracy of statements to be made by or on behalf of WRCOG, to the performance by WRCOG of its obligations hereunder and to the following additional conditions precedent:

(a) *Executed Agreement.* At the Closing Date, this Agreement must have been authorized, executed and delivered by the respective parties thereto, and this Agreement and all official actions of WRCOG relating thereto must be in full force and effect and not have been amended, modified or supplemented.

(b) *Closing Documents.* The Company must receive the following opinions and certificates (which may be consolidated into a single certificate for convenience), dated the Closing Date and acceptable to the Company:

(i) *Legal Opinion of Bond Counsel.* An approving opinion of Bond Counsel to the effect that the obligations of WRCOG under this Agreement are valid, binding and enforceable, and as to certain other matters, addressed to, and in form and substance satisfactory to, WRCOG and the Company.

(ii) *Certificate of WRCOG.* A certificate signed by an appropriate official of WRCOG to the effect that:

(A) WRCOG is duly organized and validly existing as a joint exercise of powers authority under the Joint Exercise of Powers Act, being Chapter 5 of Division 7, Title 1 of the Government Code of the State of California and a Joint Exercise of Powers Agreement originally made and entered into as of April 1, 1991, as further amended to date,

(B) the representatives of WRCOG who executed this Agreement have been duly authorized to do so on behalf of WRCOG,

(C) the representations, agreements and warranties of WRCOG herein are true and correct in all material respects as of the Closing Date,

(D) WRCOG has complied with all the terms of this Agreement which are required to be complied with by WRCOG prior to or concurrently with the Closing Date, and

(E) the execution and delivery of this Agreement have been approved by the governing board of WRCOG, which approval was duly and regularly adopted in accordance with all applicable legal requirements.

Section 2.03 Right to Terminate. If WRCOG is unable to satisfy the conditions set forth in Section 2.02(a) and (b) hereof, as reasonably determined by the Company, this Agreement may be canceled either in part or in its entirety by the Company at any time. Notice of such cancellation shall be given to WRCOG in writing, or by telephone call confirmed in writing. Upon receipt of a notice of cancellation pursuant to this Section 2.03, WRCOG shall remit the full Purchase Price, together with the Premium thereon, to and upon the order of the Company.

Section 2.04 Pledge. Although the parties hereto intend that the sale of the Assessment Installment Receivables by WRCOG to the Company be characterized as an absolute sale rather than a secured borrowing, if the sale of the Assessment Installment Receivables is deemed to be a secured borrowing, then in order to secure WRCOG's obligations to the Company hereunder, WRCOG takes the actions set forth below.

(a) WRCOG hereby pledges, assigns and grants a lien to the Company on the following (the "Collateral"):

- (i) the Assessment Installment Receivables;
- (ii) the Collections; and
- (iii) all proceeds of the foregoing.

(b) WRCOG represents and warrants to the Company that:

(i) this Agreement creates a valid and continuing lien on the Collateral in favor of the Company, which is prior to all other liens, and is enforceable as such as against creditors of and purchasers from WRCOG;

(ii) WRCOG owns and has good and marketable title to the Collateral free and clear of any lien, claim or encumbrance of any person subject to the provisions of the applicable Master Indenture;

(iii) other than the lien granted to the Company pursuant to this Agreement, WRCOG has not pledged, assigned, sold, granted a lien on, or otherwise conveyed any of the Collateral; and

(iv) WRCOG is not aware of any judgment or tax lien filings against WRCOG.

These representations and warranties shall survive the Closing and may not be waived.

Section 2.05 Release of Collateral upon Repurchase of Assessment Installment Receivables. Any Assessment Installment Receivable that is repurchased by WRCOG in accordance with this Agreement shall be released from the Collateral when the required payment is made pursuant to Section 3.01(e) of this Agreement. Promptly upon such release, the Company shall amend the Assessment Installment Receivables Schedule to reflect the release of such Assessment Installment Receivable from the terms of this Agreement. Such Assessment Installment Receivable shall cease to be a part of the Collateral and be released from, and no longer be subject to, the pledge of this Agreement. The Company agrees to take or cause to be taken such actions and to execute, deliver and record such instruments and documents as may be set forth in a written request of WRCOG to release such Assessment Installment Receivable from the lien of this Agreement.

Article III

The Assessment Installment Receivables

Section 3.01 Representations, Warranties and Covenants as to the Assessment Installment Receivables.

(a) Representations and Warranties. WRCOG hereby represents and warrants to the Company that to WRCOG's knowledge (1) as of the Closing Date for the Assessment Installment Receivables, the information set forth in the Assessment Installment Receivables Schedule will be correct in all material respects, and (2) as to each Assessment Installment Receivable transferred hereunder, as of the Closing Date:

(i) WRCOG was the sole owner of such Assessment Installment Receivable;

(ii) WRCOG has full right and authority to sell such Assessment Installment Receivable as provided in this Agreement;

(iii) WRCOG sold such Assessment Installment Receivable free and clear of any and all liens, pledges, charges, security interests or any other statutory impediments to transfer created by or imposed upon WRCOG encumbering such Assessment Installment Receivable (but subject to the right of redemption by the related Property Owner), except for liens that will be discharged by the application of the proceeds of the sale thereof;

(iv) the sale of such Assessment Installment Receivable by WRCOG did not contravene or conflict with any laws, rules or regulations applicable to WRCOG;

(v) the Assessment Installments and Assessment Administrative Fees of which the Assessment Installment Receivable constitutes a portion were validly levied by WRCOG and, to the best knowledge of WRCOG and its agents and representatives, also validly levied and collected by the County on the secured property tax roll on behalf of WRCOG, in accordance with all applicable provisions of the laws, rules and regulations of the State, the County and of the United States;

(vi) the amount of the Assessment Installment Receivable includes Assessment Installments and Assessment Administrative Fees on the secured tax roll which have been levied by WRCOG and by the County on the secured property tax roll on behalf of WRCOG during the applicable Purchased Tax Year which were delinquent as of the Cut-off Date;

(vii) the Assessment Installment Receivable was secured by a legal, valid, binding and enforceable lien on the related Property;

(viii) the lien of the Assessment Installment Receivable represented a valid, proper and enforceable lien on the related Property, the priority of which was subject only to other Assessment Liens on such Property and to certain other priorities prescribed by statute;

(ix) the amount of such Assessment Installment Receivable includes a ten percent (10%) penalty imposed pursuant to Revenue & Taxation Code Section 2617 and/or 2618 on the portion of such Assessment Installment Receivable consisting of the delinquent Assessment Installment(s) and the delinquent Assessment Administrative Fee(s);

(x) interest payable by the related Property Owner has accrued and will continue to accrue on the delinquent Assessment Installments and Assessment Administrative Fees of which the Assessment Installment Receivable constitutes a portion from July 1 of the Tax Year following the Tax Year in which such Assessment Installment Receivable first became delinquent to the date of payment of such Assessment Installments Receivable at the rate of one and a half percent (1.5%) per month (not

compounded) as provided in California Revenue and Taxation Code Section 4103;

(xi) such Assessment Installment Receivable had not been discharged or disallowed (in whole or in part) in a bankruptcy proceeding;

(xii) such Assessment Installment Receivable had not been compromised, adjusted or modified (including by the granting of any discounts, allowances or credits, but not including installment payment plans in accordance with law);

(xiii) such Assessment Installment Receivable was not subject to a foreign government's diplomatic immunity from enforcement or treaty with the United States of America;

(xiv) there existed no fact, condition or circumstance that would prevent the County from being able to sell the related Property in a tax sale upon the expiration of a period of five years from July 1 of the Tax Year after the Tax Year in which the Assessment Installments became delinquent;

(xv) no right of rescission, setoff, counterclaim or defense had been asserted with respect to such Assessment Installment Receivable;

(xvi) WRCOG has not received notice that such Assessment Installment Receivable relates to a Property owned by a Property Owner that is subject to any bankruptcy proceeding commenced prior to the Closing Date;

(xvii) such Assessment Installment Receivable does not relate to a Property owned by a federal, state, or local governmental entity;

(xviii) WRCOG had not waived any penalties or interest with respect to such Assessment Installment Receivable;

(xix) each of the requirements included in the definition of "Assessment Installment Receivable" is satisfied with respect to such Assessment Installment Receivable; and

(xx) none of the exclusion criteria set forth in EXHIBIT C are applicable to such Assessment Installment Receivable unless, as of the Closing Date, any such criteria has been expressly waived in writing by the Company.

(b) Survival of Representations and Warranties; Liability of WRCOG.

(i) It is understood and agreed that the representations and warranties set forth in this Section 3.01, Section 2.04, Section 4.01 and Section 4.02 shall survive the consummation of the sale of the Assessment

Installment Receivables on the Closing Date and shall inure to the benefit of the Company.

(ii) It is understood and agreed that the representations and warranties made by WRCOG in Section 3.01(a) hereof are made solely for the purpose of determining the existence of a Defective Assessment Installment Receivable, and in no case shall WRCOG or any of its officers or employees have any liability if it was subsequently discovered that such representations and warranties were in fact false at the time they were made, other than the obligation of WRCOG to repurchase Defective Assessment Installment Receivables as provided in this Agreement.

(c) *Defective Assessment Installment Receivables.* Upon discovery by WRCOG or the Company (based on information provided by the County, examination of the Delinquent Tax Roll, or otherwise) of a breach of any of the foregoing representations and warranties (without regard to any knowledge qualifier) that materially and adversely affects the value of any Assessment Installment Receivable (such Assessment Installment Receivable, a "Defective Assessment Installment Receivable"), the party making such discovery shall immediately notify WRCOG or the Company of such discovery and describe in reasonable detail the representations and warranties that were breached.

The Company may, at its option, require WRCOG to repurchase the Defective Assessment Installment Receivable. Under no circumstances will WRCOG have the right to require the resale of a Defective Assessment Installment Receivable to the Company. WRCOG shall have no right to substitute another Assessment Installment Receivable for a Defective Assessment Installment Receivable.

If the Company elects to require WRCOG to repurchase a Defective Assessment Installment Receivable, the Company shall give written notice to WRCOG. Such notice must (i) identify the Defective Assessment Installment Receivable, (ii) if the Assessment Installment Receivable Balance as of the Closing Date is determined to be less than the amount thereof shown on the Assessment Installment Receivables Schedule, state the amount of such deficiency and (iii) be accompanied by documentation from the County which reasonably establishes the factual basis for the determination of the breach. WRCOG shall fully cooperate (at its own expense), or utilize all reasonable efforts to cause the County to cooperate, as reasonably requested by the Company in the investigation and reporting of the foregoing matters.

For purposes of clause (ii) of the preceding paragraph, if the adjustments to the Assessment Installment Receivable Balance result from adjustments to the Delinquent Tax Roll provided by the County, the Company will use its best reasonable efforts to obtain the reason(s) for the adjustments from the County, but if the Company is unable to obtain such reasons despite using its best reasonable efforts to do so, such inability shall not be grounds for rejection or disallowance of the adjustment.

(d) *Effect of Reduced Assessment Installment Receivable Amount.* If any Assessment Installment Receivable becomes a Defective Assessment Installment Receivable solely as a result of the determination that the Assessment Installment Receivable Balance as of the Closing Date (or applicable repurchase date) was less than the amount set forth on the Assessment Installment Receivables Schedule, then only the amount of the reduction of such Assessment Installment Receivable shall be deemed to be repurchased and such Assessment Installment Receivable, at its reduced Assessment Installment Receivable Balance, shall continue to be an Assessment Installment Receivable for all purposes of this Agreement.

(e) *Cure or Purchase of Defective Assessment Installment Receivables.* As to any Defective Assessment Installment Receivable, on or prior to the next date on which WRCOG receives the normal payments of Assessment Installments and Assessment Administrative Fees from the County following the day on which it is discovered that what was supposed to be an Assessment Installment Receivable is, in fact, a Defective Assessment Installment Receivable, WRCOG shall, at its option, either (A) cure or cause to be cured such breach or (B) pay to the Company, in immediately available funds, the Defective Assessment Installment Receivable Purchase Amount.

If any Assessment Installment Receivable is determined to be a Defective Assessment Installment Receivable prior to the Closing Date, the Defective Assessment Installment Receivable Purchase Amount shall be subtracted from the Purchase Price and Premium payable to WRCOG on the Closing Date.

The obligations of WRCOG under this Section 3.01(e) shall constitute the sole remedies available to the Company with respect to a Defective Assessment Installment Receivable and WRCOG shall not incur any other liability to the Company or any other Person because of any inaccuracy of any representation or warranty made under this Section 3.01 with respect to the Assessment Installment Receivables. Upon the repurchase of a Defective Assessment Installment Receivable by WRCOG, the Company shall cause the Assessment Installment Receivables Schedule to be amended to delete the Defective Assessment Installment Receivable, and WRCOG shall have no further liabilities or obligations with respect to such Defective Assessment Installment Receivable.

(f) *Company's Calculation of Defective Assessment Installment Receivables.* The Company shall cause the Company's calculations and/or recalculations of any adjustments made under this Section 3.01 (herein, "Adjustments") to be delivered to WRCOG. WRCOG shall have ten (10) Business Days after delivery thereof to review the Adjustments and submit to the Company any objections and deliver revised Adjustments to WRCOG. If WRCOG does not respond to any such Adjustments (as they may be revised) within ten (10) Business Days after delivery, such Adjustments shall be deemed final and binding on WRCOG, and WRCOG shall remit any payment required by Section 3.01(e).

Section 3.02 Enforcement and Collection; Assignment of Rights.

(a) *Enforcement Rights of the Company.* Except as provided herein, the Company shall be entitled to assert all right, title, and interest of WRCOG in the enforcement and collection of the Purchased Receivables, including but not limited to WRCOG's lien priority, and WRCOG's right to receive the Collections on the Purchased Receivables. Notwithstanding the foregoing, the Company acknowledges that Streets & Highways Code Section 5898.28(b)(2) provides that (i) the Company is not authorized to initiate and prosecute a judicial foreclosure action upon the Properties securing the payment of the Purchased Receivables and (ii) prosecution of such a judicial foreclosure action remains the responsibility of WRCOG.

From and after the receipt by WRCOG of the Purchase Price on the Closing Date, WRCOG shall have no rights whatsoever in and to the Purchased Receivables, including but not limited to the right to receive any Collections in respect of the Purchased Receivables, except with respect to Defective Assessment Installment Receivables repurchased by WRCOG in accordance with Section 3.01 hereof.

WRCOG shall cooperate fully with the Company as may be reasonably required by the Company to exercise any enforcement rights granted to the Company under this Agreement. WRCOG shall take all actions as may be reasonably required by law, including but not limited to the initiation of judicial foreclosure proceedings upon the request of the Company upon the Properties securing the payment of the Purchased Receivables upon behalf of the Company as provided for herein, fully to preserve, maintain, defend, protect and confirm the interests of the Company in the Purchased Receivables and the Collections. Any such enforcement actions, including judicial foreclosure proceedings, required to be undertaken by WRCOG at the Company's request shall be at the sole expense of the Company. If the cost of any such enforcement action is recovered by WRCOG such funds shall first be used to reimburse WRCOG for any such costs that have not been paid by the Company and, upon reimbursement of WRCOG for all such costs, such remaining funds shall be used to reimburse the Company for such costs as have been paid by the Company.

The Company and WRCOG agree that the primary means of enforcement of the payment of a Purchased Receivable shall be a tax sale by the County in which the Property securing such Purchased Receivable is located pursuant to the applicable provisions of Part 6 of Division 1 of the California Revenue and Taxation Code. The Company shall initially forebear from requesting WRCOG to initiate judicial foreclosure proceedings upon any Property securing the payment of a Purchased Receivable for a period of four (4) years from the date of the original delinquency of the Purchased Receivable. If the County in which such Property is located fails to attempt to sell such Property within two (2) years from the date such Property can be sold at a tax sale pursuant to Revenue and Taxation Code Section 3691, the Company may request that WRCOG initiate judicial foreclosure proceedings to secure the payment of the Purchased Receivable and WRCOG shall be obligated to initiate such proceedings.

(b) *Change of Records; Further Actions and Assurances.* On or before the Closing Date, WRCOG shall mark its appropriate records so that, from and after the Closing Date, records of WRCOG shall indicate that such Purchased Receivables have been sold. WRCOG hereby agrees to (i) execute, deliver and cause to be approved and/or recorded all documents, and take all actions, as may be required to assign the Purchased Receivables and the Collections to the Company under this Agreement, and to notify the County of the assignments made under this Agreement, and (ii) execute, deliver and cause to be approved all amendments to any documents under which bonds or other debt secured by the Purchased Receivables were issued as may be required to assign the Purchased Receivables and the Collections to the Company under this Agreement, and to notify any applicable bond trustee, fiscal agent or payment agent of the assignments made under this Agreement.

(c) *Administration and Remittances of Collections.* WRCOG shall take all commercially reasonable best efforts as may be required to cause the Collections, when remitted by the County to WRCOG, to be remitted as soon as reasonably possible, and in any event not less frequently than once per calendar year, by or on behalf of WRCOG to the Company by federal funds wire transfer to the following account:

CIBC Bank USA
ABA [REDACTED]
Acct Number: [REDACTED]
Acct Name: Elm Limited LLC

If the Company becomes aware of Collections that have been remitted by the County to WRCOG and not paid to the Company, the Company may notify WRCOG in writing and WRCOG agrees to take all actions required to remit those Collections to the Company as soon as reasonably possible. If any Collections received by WRCOG from the County are not remitted to the Company within ten (10) business days of such notice, WRCOG agrees to pay to the Company upon demand interest on the amount of such unpaid Collections at the rate of ten percent (10%) per annum for each day such Collections remain unpaid after such date.

WRCOG shall cause all notices and reports relating to the Purchased Receivables to be provided to the Company as and when they are available from WRCOG, the Trustee or the Assessment Administrator. In addition, WRCOG shall provide, or cause the Assessment Administrator to provide monthly reporting to the Company on the status of Assessment Installment Receivables, cash reconciliations, and such other similar reports as the Company may reasonably request to enable the Company to account for the Assessment Installment Receivables. The costs of providing such notices and reports as described in this paragraph shall be borne by WRCOG.

(d) *Covenant Not to Waive Penalties.* WRCOG agrees not to waive all or any portion of delinquency penalties and redemption penalties as permitted by any provision of applicable law with respect to any delinquent Assessment Installments included within the Purchased Receivables.

Article IV WRCOG

Section 4.01 Representations of WRCOG. WRCOG makes the following representations on which the Company is deemed to have relied in acquiring the Assessment Installment Receivables. The representations speak as of the Closing Date, and shall survive the sale of the Assessment Installment Receivables to the Company and the pledge thereof to the Company pursuant to this Agreement.

(a) *Due Organization, Existence and Company.* WRCOG is a joint exercise of powers authority, duly organized and validly existing under the Joint Exercise of Powers Act, being Chapter 5 of Division 7, Title 1 of the Government Code of the State of California and a Joint Exercise of Powers Agreement originally made and entered into as of April 1, 1991, as further amended to date, has full legal right, power and authority under the Constitution and laws of the State to enter into this Agreement, to sell the Assessment Installment Receivables and the Collections to the Company, and to carry out and consummate all transactions contemplated hereby.

(b) *Due Execution.* By all necessary official action of the governing board of WRCOG, WRCOG has duly authorized and approved the execution and delivery of, and the performance by it of the obligations contained in this Agreement, and, as of the date hereof, such authorizations and approvals are in full force and effect and have not been amended, modified or rescinded.

(c) *Valid, Binding and Enforceable Obligations.* This Agreement constitutes the legal, valid and binding obligation of WRCOG, enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or affecting creditors' rights, generally.

(d) *Consents and Approvals.* No consent or approval of any trustee or holder of any indebtedness of WRCOG or of the voters of WRCOG's member jurisdictions, and no consent, permission, authorization, order or license of, or filing or registration with, any governmental agency, is necessary in connection with the execution and delivery of this Agreement, or the consummation of any transaction herein or therein contemplated, except as have been obtained or made and as are in full force and effect.

(e) *No Conflicts.* The authorization, execution and delivery of this Agreement and compliance with the provisions of this Agreement do not and will not conflict with or constitute a breach of or default under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment, decree, license, permit, trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument to which WRCOG (or any of its officers in their respective capacities as such) are subject, or by which it or any of its properties are bound; nor will any such authorization, execution, delivery or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of its assets or properties or under the

terms of any such law, regulation or instrument, except as may be provided by this Agreement.

(f) *No Litigation.* No action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, is pending with service of process accomplished or, to the knowledge of WRCOG, pending or threatened, that:

(i) in any way questions the legal existence of WRCOG or the titles of the officers of WRCOG to their respective offices that would have any material likelihood of affecting the obligations of WRCOG under this Agreement;

(ii) contests the validity or the power and authority of WRCOG to sell or pledge the Assessment Installment Receivables to Company;

(iii) affects, contests or seeks to prohibit, restrain or enjoin the execution and delivery of this Agreement, the sale or pledge of the Assessment Installment Receivables by WRCOG to Company, or the payment of Collections on the Assessment Installment Receivables to the Company;

(iv) in any way contests or affects the validity of this Agreement, the power or authority of WRCOG to enter into this Agreement and perform its obligations hereunder or the consummation of the transactions contemplated hereby; or

(v) may result in any material adverse change relating to WRCOG's ability to comply with its obligations under this Agreement or to the Assessment Installment Receivables.

Section 4.02 Additional Representations and Agreements. WRCOG makes the following additional representations and agreements as of the Closing Date, on which the Company is deemed to have relied in acquiring the Assessment Installment Receivables:

(a) WRCOG has transferred the Assessment Installment Receivables to the Company pursuant to this Agreement for the Purchase Price, together with the Premium thereon, specified in this Agreement in cash. The consideration paid to WRCOG represents the fair market value of the Assessment Installment Receivables. This consideration was agreed upon as the result of arm's length negotiations. WRCOG has determined that the transactions contemplated by this Agreement and the related documents provide the maximum available financial benefits to WRCOG consistent with other objectives and requirements of WRCOG.

(b) WRCOG properly treats the transfer of the Assessment Installment Receivables to the Company as a sale pursuant to generally accepted accounting principles.

(c) There are no other agreements between WRCOG and the Company relating to or affecting the Assessment Installment Receivables, other than this Agreement.

(d) WRCOG does not receive any payments with respect to the Assessment Installment Receivables, except pursuant to this Agreement.

(e) WRCOG will mark its appropriate records so that they indicate the Assessment Installment Receivables have been sold and that the Company is the owner of such Assessment Installment Receivables. Such records of WRCOG may be in the form of a computer tape, microfiche, or other electronic or computer media.

(f) Sales of assets to the Company by WRCOG, including but not limited to the Assessment Installment Receivables, at all times have constituted and will constitute absolute transfers and conveyances, for fair and reasonably equivalent consideration, of all of the seller's right, title and interest in, to and under those assets for all purposes.

(g) WRCOG at no time has taken or will take any action that is inconsistent with any of the foregoing assumptions and that has given or will give (i) any creditor or future creditor of the Company cause to believe mistakenly that any obligation incurred by WRCOG has been or will be not only the obligation of WRCOG, but also of the Company, or (ii) any creditor or future creditor of either WRCOG or the Company cause to believe mistakenly that WRCOG and the Company have not been or will not continue to remain separate and distinct entities.

Section 4.03 Representations of Company. Company makes the following representations as of the Closing Date on which the WRCOG is deemed to have relied in selling the Assessment Installment Receivables to Company.

(a) *Due Organization, Existence and Company.* Company is a limited liability company, duly organized and validly existing under the laws of the State of Illinois, has full legal right, power and authority under the Constitution and laws of the State to enter into this Agreement, to purchase the Assessment Installment Receivables and the Collections from WRCOG, and to carry out and consummate all transactions contemplated hereby.

(b) *Due Execution.* By all necessary official action of Company, Company has duly authorized and approved the execution and delivery of, and the performance by it of the obligations contained in this Agreement, and, as of the date hereof, such authorizations and approvals are in full force and effect and have not been amended, modified or rescinded.

(c) *Valid, Binding and Enforceable Obligations.* This Agreement constitutes the legal, valid and binding obligation of Company, enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or affecting creditors' rights, generally.

(d) *No Conflicts.* The authorization, execution and delivery of this Agreement and compliance with the provisions of this Agreement do not and will not conflict with or constitute a breach of or default under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment, decree, license, permit, trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument to which Company (or any of its officers in their respective capacities as such) are subject, or by which it or any of its properties are bound; nor will any such authorization, execution, delivery or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of its assets or properties or under the terms of any such law, regulation or instrument, except as may be provided by this Agreement.

(e) *Consents and Approvals.* No consent or approval of any trustee or holder of any indebtedness of Company and no consent, permission, authorization, order or license of, or filing or registration with, any governmental agency, is necessary in connection with the execution and delivery of this Agreement, or the consummation of any transaction herein or therein contemplated, except as have been obtained or made and as are in full force and effect.

(f) *No Litigation.* No action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, is pending with service of process accomplished or, to the knowledge of Company, pending or threatened, that:

(i) in any way questions the legal existence of Company or the titles of the officers of Company to their respective offices that would have any material likelihood of affecting the obligations of Company under this Agreement;

(ii) contests the validity or the power and authority of Company to purchase the Assessment Installment Receivables from WRCOG;

(iii) affects, contests or seeks to prohibit, restrain or enjoin the execution and delivery of this Agreement, the purchase of the Assessment Installment Receivables by Company from WRCOG, or the payment of Collections on the Assessment Installment Receivables to the Company;

(iv) in any way contests or affects the validity of this Agreement or the consummation of the transactions contemplated hereby; or

(v) may result in any material adverse change relating to Company's ability to comply with its obligations under this Agreement.

Article V Miscellaneous

Section 5.01 Amendment. This Agreement may be amended by an instrument in writing signed by WRCOG and the Company.

Section 5.02 Entire Agreement. This Agreement shall constitute the entire agreement between the parties hereto and is made solely for the benefit of the parties hereto. No other person shall acquire or have any right hereunder by virtue hereof, except as provided herein.

Section 5.03 Notices. All notices or communications to be given under this Agreement shall be given by first class mail or personal delivery to the party entitled thereto at its address set forth below, or at such address as the party may provide to the other party in writing from time to time. Notice shall be effective either (a) upon actual receipt after deposit in the United States mail, postage prepaid, or (b) in the case of personal delivery to any person, upon actual receipt. The Company or WRCOG may, by written notice to the other parties, from time to time modify the address or number to which communications are to be given hereunder.

If to the Company: FNA California, LLC
 c/o First National Assets
 201 W. Lake St. #165
 Chicago, IL 60606
 Attn: General Counsel

If to WRCOG: Western Riverside Council of Governments
 1955 Chicago Ave. Suite 200
 Riverside, California 92507
 Attn: Executive Director

Section 5.04 No Assignment by WRCOG. Notwithstanding anything to the contrary contained herein, this Agreement may not be assigned by WRCOG.

Section 5.05 Limitations on Rights of Others. The provisions of this Agreement are solely for the benefit of WRCOG and the Company, and nothing in this Agreement, whether express or implied, shall be construed to give to any other Person any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions or provisions contained herein.

Section 5.06 Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 5.07 Separate Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

Section 5.08 Headings. The headings of the various Articles and Sections herein are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

Section 5.09 Governing Law and Venue.

(a) This Agreement shall be construed in accordance with the laws of the State, without reference to its conflict of law provisions, and the obligations, rights and remedies of the parties hereunder shall be determined in accordance with such laws.

(b) To the extent permitted by law, the parties hereto agree that any and all claims asserted against the Company arising under this Agreement or related thereto shall be heard and determined either in the courts of the United States located in Riverside, California or in the California State Courts located in Riverside, California.

(c) If WRCOG commences any action against the Company in a court located other than in Riverside, California, upon request of the Company, WRCOG shall either consent to a transfer of the action to a court of competent jurisdiction located in Riverside, California or, if the court where the action is initially brought will not or cannot transfer the action, WRCOG shall consent to dismiss such action without prejudice and may thereafter reinstitute the action in a court of competent jurisdiction in Riverside, California.

(d) To the extent permitted by law, the parties hereto agree that any and all claims asserted against WRCOG arising under this Agreement or related thereto shall be heard and determined either in the courts of the United States located in Riverside County, California or in the California State Courts located in Riverside County, California.

(e) If the Company commences any action against WRCOG in a court located other than in Riverside County, California, upon request of WRCOG, the Company shall either consent to a transfer of the action to a court of competent jurisdiction located in Riverside County, California or, if the court where the action is initially brought will not or cannot transfer the action, the Company shall consent to dismiss such action without prejudice and may thereafter reinstitute the action in a court of competent jurisdiction in Riverside County, California.

(f) With respect to any action between WRCOG and the Company in California State Court brought in accordance with the provisions of this Section, WRCOG and the Company each hereby expressly waives and relinquishes any rights either might otherwise have (i) to move to dismiss on grounds of forum non conveniens; (ii) to remove to Federal Court; and (iii) to move for a change of venue to a California State Court outside the county in which it is pending.

(g) With respect to any action between WRCOG and the Company in Federal Court brought in accordance with the provisions of this Section, WRCOG and the Company each hereby expressly waives and relinquishes any right either might otherwise have to move to transfer the action to another United States Court.

Section 5.10 Nonpetition Covenants. Notwithstanding any prior termination of this Agreement, WRCOG shall not, prior to the date which is one (1) year and one (1) day after the termination of this Agreement with respect to the Company, acquiesce, petition or otherwise invoke or cause the Company to invoke the process of any court or government against the Company for the purpose of commencing or sustaining a case against the Company under any Federal or state bankruptcy, insolvency or similar law or appointing a receiver, liquidator, assignee, trustee, custodian, sequestrator or other similar official of the Company or any substantial part of its property, or ordering the winding up or liquidation of the affairs of the Company.

Section 5.11 Successor Is Deemed Included In All References To Predecessor. Whenever in this Agreement either WRCOG or the Company is named or referred to, such reference shall be deemed to include the successors thereof, and all the covenants and agreements in this Agreement by or for the benefit of WRCOG and Company shall bind and inure to the benefit of the respective successors thereof whether so expressed or not.

Section 5.12 Waiver of Personal Liability. No member, officer, agent or employee of the Company or WRCOG shall be individually or personally liable for the payment of any amount due hereunder or be subject to any personal liability or accountability by reason of the transactions described herein; but nothing herein contained shall relieve any such member, officer, agent or employee from the performance of any official duty provided by law or by this Agreement.

Section 5.13 Exclusive Right of First Refusal. WRCOG hereby grants to the Company an exclusive right of first refusal to purchase, upon similar and mutually agreeable terms in this Agreement, *mutatis mutandis*, Assessment Installment Receivables that become delinquent with respect to the Tax Years ending on June 30, 2027, June 30, 2028 and June 30, 2029, as follows:

(a) With respect to Assessment Installment Receivables secured by Properties that also secure Assessment Installment Receivables that were previously purchased by the Company, such purchases shall be documented by the execution of an agreement in the form of this Agreement, *mutatis mutandis*, with the purchase price and premium calculated in the same manner as this Agreement; and

(b) With respect to all other Assessment Installment Receivables, such purchases shall be documented by the execution of an agreement in the form of this Agreement, *mutatis mutandis*, with the purchase price and premium calculated in the same manner as this Agreement, modified as the parties mutually agree.

Section 5.14 Survival of Rights Related to Twain Commercial Assessment.

The Company's rights and remedies under this Agreement with respect to the Twain Commercial Assessment shall survive any waiver of exclusion criteria set forth in Exhibit C hereto and/or covenants or representations required to be provided hereunder.

[Next page is signature page]

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

WESTERN RIVERSIDE COUNCIL OF
GOVERNMENTS

By _____
Name: Casey Dailey
Title: Interim Deputy Executive Director

Approved as to Form

By _____
Bond Counsel

FNA CALIFORNIA, LLC

By _____
Name: John Eisinger
Title: CEO

EXHIBIT “A”
ASSESSMENT INSTALLMENT RECEIVABLES SCHEDULE

Owner Name	Situs Address	Tax Parcel Number	Participant ID	Bond Series	Levy Amount	Paid Amount	Delinquent Installment [2]		Delinquent Amount	Penalty [3]	Interest [4]	Total Delinquent Assessment	Total Assessed Value [1]	County
							1st	2nd						
						Total WRCOG- Twain Delinquencies :								
						TOTAL DELINQUE NCIES								
						7.50% Premium								
						TOTAL PURCHASE PRICE								

EXHIBIT “B”
LIST OF MASTER INDENTURES

- (a) Master Indenture by and between WRCOG and U.S. Bank National Association, dated as of November 1, 2012, relating to the Western Riverside Council of Governments Limited Obligation Improvement Bonds (Energy Efficiency and Water Conservation Program for Western Riverside County) (First Residential Property Tranche – Phase Two)
- (b) Master Indenture by and between WRCOG and Wilmington Trust, National Association, as Successor Trustee to Deutsche Bank National Trust Company, dated as of September 1, 2013, relating to the Western Riverside Council of Governments Limited Obligation Improvement Bonds (Energy Efficiency and Water Conservation Program for Western Riverside County) (First Residential Property Tranche – Phase Three), as amended by the First Amendment to the Master Indenture dated as of February 1, 2014
- (c) Master Indenture by and between WRCOG and Wilmington Trust, National Association, as Successor Trustee to Deutsche Bank National Trust Company, dated as of February 1, 2014, relating to the Western Riverside Council of Governments Limited Obligation Improvement Bonds (WRCOG Program and California HERO Program) (First Residential Property Tranche – Phase One)
- (d) Master Indenture by and between WRCOG and Wilmington Trust, National Association, as Successor Trustee to Deutsche Bank National Trust Company, dated as of August 1, 2014, relating to the Western Riverside Council of Governments Limited Obligation Improvement Bonds (WRCOG Program and California HERO Program) (Second Residential Property Tranche – Phase One)
- (e) Amended and Restated Master Indenture by and between WRCOG and Wilmington Trust, National Association, as Successor Trustee to Deutsche Bank National Trust Company, dated as of March 1, 2015, relating to the Western Riverside Council of Governments Limited Obligation Improvement Bonds (WRCOG Program and California HERO Program) (Second Residential Property Tranche – Phase One)
- (f) Master Indenture by and between WRCOG and Wilmington Trust, National Association, as Successor Trustee to Deutsche Bank National Trust Company, dated as of March 1, 2015 relating to the Western Riverside Council of Governments Limited Obligation Improvement Bonds (WRCOG Program and California HERO Program) (Third Residential Property Tranche – Phase One)

- (g) Master Indenture by and between WRCOG and Wilmington Trust, National Association, as Successor Trustee to Deutsche Bank National Trust Company, dated as of July 1, 2015, relating to the Western Riverside Council of Governments Limited Obligation Improvement Bonds (WRCOG Program and California HERO Program) (Fourth Residential Property Tranche – Phase One)
- (h) Master Indenture by and between WRCOG and Wilmington Trust, National Association, as Successor Trustee to Deutsche Bank National Trust Company, dated as of October 1, 2015, relating to the Western Riverside Council of Governments Limited Obligation Improvement Bonds (WRCOG Program and California HERO Program) (Fifth Residential Property Tranche – Phase One)
- (i) Master Indenture by and between WRCOG and Wilmington Trust, National Association, as Successor Trustee to Deutsche Bank National Trust Company, dated as of January 1, 2016, relating to the Western Riverside Council of Governments Limited Obligation Improvement Bonds (WRCOG Program and California HERO Program) (Sixth Residential Property Tranche – Phase One)
- (j) Master Indenture by and between WRCOG and Wilmington Trust, National Association, as Successor Trustee to Deutsche Bank National Trust Company, dated as of May 1, 2016, relating to the Western Riverside Council of Governments Limited Obligation Improvement Bonds (WRCOG Program and California HERO Program) (Seventh Residential Property Tranche – Phase One)
- (k) Master Indenture by and between WRCOG and Wilmington Trust, National Association, as Successor Trustee to Deutsche Bank National Trust Company, dated as of June 1, 2016, relating to the Western Riverside Council of Governments Limited Obligation Improvement Bonds (WRCOG Program and California HERO Program) (Lifestyle Residential Property Tranche – Phase One)
- (l) Master Indenture by and between WRCOG and Wilmington Trust, National Association, as Successor Trustee to Deutsche Bank National Trust Company, dated as of September 1, 2016, relating to Western Riverside Council of Governments Limited Subordinate Obligation Improvement Bonds (WRCOG HERO Program and California HERO Program) (First Residential Property Tranche – Phase One)
- (m) Master Indenture by and between WRCOG and Wilmington Trust, National Association, as Successor Trustee to Deutsche Bank National Trust Company, dated as of September 1, 2016, relating to the Western Riverside Council of Governments Limited Obligation Improvement Bonds (WRCOG

Program and California HERO Program) (Eighth Residential Property Tranche – Phase One)

- (n) Master Indenture by and between WRCOG and Wilmington Trust, National Association, as Successor Trustee to Deutsche Bank National Trust Company, dated as of January 1, 2017, relating to the Western Riverside Council of Governments Limited Obligation Improvement Bonds (WRCOG Program and California HERO Program) (Ninth Residential Property Tranche – Phase One)
- (o) Amended and Restated Master Indenture by and between WRCOG and Wilmington Trust, National Association, as Successor Trustee to Deutsche Bank National Trust Company, dated as of March 1, 2017, relating to the Western Riverside Council of Governments Limited Subordinate Obligation Improvement Bonds (WRCOG HERO Program) (First Residential Property Tranche – Phase One)
- (p) Master Indenture by and between WRCOG and Wilmington Trust, National Association, as Successor Trustee to Deutsche Bank National Trust Company, dated as of May 1, 2017, relating to the Western Riverside Council of Governments Limited Obligation Improvement Bonds (WRCOG HERO Program) (Tenth Residential Property Tranche – Phase One)
- (q) First Amendment to the Master Indenture by and between WRCOG and Wilmington Trust, National Association, as Successor Trustee to Deutsche Bank National Trust Company, dated as of June 1, 2017, relating to the Western Riverside Council of Governments Limited Subordinate Obligation Improvement Bonds (WRCOG HERO Program and California HERO Program) (First Residential Property Tranche – Phase One)
- (r) Master Indenture by and between WRCOG and Wilmington Trust, National Association, as Successor Trustee to Deutsche Bank National Trust Company, dated as of August 1, 2017, relating to the Western Riverside Council of Governments Limited Obligation Improvement Bonds (WRCOG HERO Program) (Eleventh Residential Property Tranche – Phase One)
- (s) Master Indenture by and between WRCOG and Wilmington Trust, National Association, as Successor Trustee to Deutsche Bank National Trust Company, dated as of January 1, 2018, relating to the Western Riverside Council of Governments Limited Obligation Improvement Bonds (WRCOG HERO Program) (Twelfth Residential Property Tranche – Phase One)
- (t) Amended and Restated Master Indenture by and between WRCOG and Wilmington Trust, National Association, as Successor Trustee to Deutsche Bank National Trust Company, dated as of November 1, 2017, relating to the Western Riverside Council of Governments Limited Obligation

Improvement Bonds (WRCOG HERO Program and California HERO Program) (Eleventh Residential Property Tranche – Phase One)

- (u) Master Indenture by and between WRCOG and The Bank of New York Mellon Trust Company, N.A., as Trustee, dated as of July 1, 2018, relating to the Western Riverside Council of Governments Limited Obligation Improvement Bonds (WRCOG HERO Program) (Thirteenth Residential Property Tranche – Phase One)
- (v) Master Indenture by and between WRCOG and The Bank of New York Mellon Trust Company, N.A., as Trustee, dated as of September 1, 2019, relating to the Western Riverside Council of Governments Limited Obligation Improvement Bonds (WRCOG HERO Program) (Fourteenth Residential Property Tranche – Phase One)
- (w) Indenture of Trust by and between WRCOG and The Bank of New York Mellon Trust Company, N.A., as Trustee, dated as of February 1, 2020, relating to the Western Riverside Council of Governments Limited Obligation Refunding Bonds, Series 2020 (Commercial Program)
- (x) Indenture of Trust No. 2 by and between WRCOG and Wilmington Trust, National Association, dated as of December 18, 2019, relating to the Western Riverside Council of Governments Limited Obligation Improvement Bonds (Twain Commercial PACE Program) (First Commercial Property Tranche) Series No. 20191218-WR-TC-25
- (y) Indenture of Trust No. 3 by and between WRCOG and Wilmington Trust, National Association, dated as of April 22, 2021, relating to the Western Riverside Council of Governments Limited Obligation Improvement Bonds (Twain Commercial PACE Program) (First Commercial Property Tranche) Series No. 20210422-WR-TC-CUR-30
- (z) Master Indenture by and between WRCOG and The Bank of New York Mellon Trust Company, N.A., as Trustee, dated as of February 1, 2021 relating to the Greenworks Commercial PACE Program Limited Obligation Improvement Bonds, as supplemented by Supplemental Indenture No. 3 dated as of February 17, 2021
- (aa) Master Indenture by and between WRCOG and The Bank of New York Mellon Trust Company, N.A., as Trustee, dated as of February 1, 2021 relating to the Greenworks Commercial PACE Program Limited Obligation Improvement Bonds, as supplemented by Supplemental Indenture No. 12 dated as of February 17, 2022, as amended.
- (bb) Master Indenture by and between WRCOG and The Bank of New York Mellon Trust Company, N.A., as Trustee, dated as of February 1, 2021 relating to the Greenworks Commercial PACE Program Limited Obligation

Improvement Bonds, as supplemented by Supplemental Indenture No. 23 dated as of May 17, 2024

- (cc) Indenture of Trust by and between WRCOG and Wilmington Trust, National Association, as Trustee, dated as of May 18, 2022 relating to the CleanFund Commercial PACE Program First Commercial Property Tranche Series 220518-CF-BAY-30

EXHIBIT "C"

EXCLUSION CRITERIA

1. On the Closing Date, an Assessment Installment Receivable that is not lawfully collectable or no longer constitutes a valid and existing lien on the subject Property.
2. On the Closing Date, an Assessment Installment Receivable where the subject Property (i) has been or is expected to be designated as a CERCLA or government designated environmental cleanup site or (ii) is subject to environmental contamination that could materially decrease the market value thereof.
3. On the Closing Date, a subject Property that is described as, owned by, or used for (a) vacant land (except for Twain Commercial Assessment property), (b) a church or religious organization, (c) orphanages or other non-profit or charitable services, (d) sanitariums, convalescent and rest homes, (e) military properties, (f) forests parks or recreational areas, (g) public schools, (h) public colleges (i) public hospitals, (j) county properties, (k) state properties, (l) federal properties, (m) municipal properties, (n) utility properties (e.g., gas, electric, telephone, water, sewage, railroads, pipelines, canals, radio/tv/mobile communications towers), (o) subsurface rights, (p) right-of-way, streets, roads, irrigation channels and ditches, (q) rivers, lakes or other submerged lands, (r) sewage, disposal, solid waste disposal, borrow pits, drainage reservoirs, waste lands, marshes, sand dunes, or swamps or (s) heavy manufacturing or mineral processing.
4. At the time of origination, a subject Property, including improvements thereon, has an assessed value or market value of less than \$75,000.
5. On the Closing Date, an Assessment Installment Receivable where the original date of delinquency is greater than three hundred sixty-five (365) days prior to the Cut-off Date; provided however, the original date of the delinquency for the Twain Commercial Assessment may exceed such timeframe.
6. An Assessment Installment Receivable that was not originated by a WRCOG or any of its authorized program administrators.
7. On the Closing Date, an Assessment Installment Receivable that has been (a) challenged as to amount, enforceability or validity, (b) the subject of litigation, (c) subject to right of rescission, right of setoff or counterclaim, or (d) subjected to the assertion of defenses with respect to any of the foregoing.
8. At the time of origination, an Assessment Installment Receivable where (a) the loan to value ratio of the existing mortgage is greater than ninety percent (90%) or (b) the ratio of the aggregate amount of debt secured by any lien on the related Property to the market value of the Property is greater than ninety-five percent (95%).
9. On the Closing Date, an Assessment Installment Receivable that is subordinate to other valid claims on the subject Property or that otherwise does not have a first lien.

Attachment

WRCOG PACE Delinquency
Detail FY 2025-2026
Purchase Exhibit

WRCOG PACE Delinquency Detail FY 2025-2026 Purchase Exhibit

Owner Name	Situs Address	Tax Parcel Number	Participant ID	Bond Series	Levy Amount	Paid Amount	Delinquent Installment [2] 1st	Delinquent Amount	Penalty [3]	Interest [4]	Total Delinquent Assessment	Total Assessed Value [1]	County [5]	Assessed Year [1]	
Lloyd Gibson	1236 90th Ave Oakland 94603	044-4953-020-00	CA001100715	160729-CA-RA-R-20C	\$1,326.42	\$0.00	X		\$1,326.42	\$132.64	\$39.79	\$1,498.85	\$103,411.00	Alameda	2026
William Hall	1383 E 32nd St Oakland 94602	022-0386-015-00	CA001100758	161014-CA-RA-R-20C	\$4,057.34	\$2,028.67	X		\$2,028.67	\$202.87	\$60.86	\$2,292.40	\$105,324.00	Alameda	2026
Cheryl Dockery	5026 Wilson Ave Oakland 94601	036-2419-023-00	CA001100873	161021-CA-RA-R-20C	\$2,872.72	\$1,436.36	X		\$1,436.36	\$143.64	\$43.09	\$1,623.11	\$180,775.00	Alameda	2026
Daveid Jeffries	1047 101st Ave Oakland CA 94603	045-5182-007-00	CA001101091	161114-CA-RA-R-10C	\$1,572.87	\$986.44	X		\$986.43	\$98.64	\$29.59	\$1,114.66	\$183,876.00	Alameda	2026
Lloyd Gibson	1236 90th Ave Oakland 94603	044-4953-020-00	CA001101098	161209-CA-RA2-R-20C	\$1,184.97	\$0.00	X	X	\$1,184.97	\$118.50	\$35.55	\$1,339.02	\$103,411.00	Alameda	2026
Lloyd Gibson	1236 90th Ave Oakland 94603	044-4953-020-00	CA001100823	170113-CA-RA2-R-20C	\$1,131.23	\$0.00	X	X	\$1,131.23	\$113.12	\$33.94	\$1,278.29	\$103,411.00	Alameda	2026
William Hall	1383 E 32nd St Oakland 94602	022-0386-015-00	CA001101290	170224-CA-RA-R-25C	\$2,865.70	\$1,432.85	X		\$1,432.85	\$143.29	\$42.99	\$1,619.13	\$105,324.00	Alameda	2026
Curtis Thomas, Joni Thomas	6487 Outlook Ave Oakland CA 94605	0374-2751-004-00	CA001101543	170331-CA-RA3-R-10C	\$2,809.24	\$0.00	X	X	\$2,809.24	\$280.92	\$84.28	\$3,174.44	\$78,775.00	Alameda	2026
Daveid Jeffries	1047 101st Ave Oakland CA 94603	045-5182-007-00	CA001101136	170421-CA-RA-HPR-R-10C	\$1,375.99	\$688.00	X		\$687.99	\$68.80	\$20.64	\$777.43	\$183,876.00	Alameda	2026
David Kimball	16780 Madison Ave Contra Valley CA 94546	0840-0796-038-00	CA001101979	170922-CA-RA-HPR-R-10C	\$2,418.80	\$1,209.40	X		\$1,209.40	\$120.94	\$36.28	\$1,366.62	\$130,670.00	Butte	2026
David Oniel, Doris Oniel	6101 Harrison Ave Oakland CA 94621	038-3211-008-00	CA001101098	170929-CA-RA-HPR-R-10C	\$4,482.32	\$2,241.16	X		\$2,241.16	\$224.12	\$67.23	\$2,532.51	\$89,539.00	Alameda	2026
Lorene Tardy	2695 76th Ave Oakland CA 94605	040-3397-007-00	CA001102060	171117-CA-RA-HPR-R-25C	\$6,421.22	\$3,210.61	X		\$3,210.61	\$321.06	\$96.32	\$3,627.99	\$47,352.00	Alameda	2026
Raymond Greppi, Mary Greppi, Jennifer Greppi	36550 Polvorosa CT Fremont CA 94536	501-0221-091-00	CA001102391	180713-CA-RA-HPR-R-25DCE	\$816.34	\$408.17	X		\$408.17	\$40.82	\$12.25	\$461.24	\$256,173.00	Alameda	2026
CLYDIA CALDWELL	26 FOSTER CT Oakland CA 94603	045-5309-015-00	CA001102823	190118-CA-RA-HPR-R-25EF	\$3,814.18	\$0.00	X	X	\$3,814.18	\$381.42	\$114.43	\$4,310.03	\$118,930.00	Alameda	2026
Ernest Lockhart	10431 BYRON AVE OAKLAND CA 94603	047-5573-013-00	CA001102854	200214-CA-RA-HPR-R-25F	\$2,363.86	\$0.00	X	X	\$2,363.86	\$236.39	\$70.92	\$2,671.17	\$180,775.00	Alameda	2026
Robert Jackson, Tamara Jackson	16091 Overlook Ter Pioneer CA 95666	023-140-011-000	CA005108474	180216-CA-RA-HPR-R-10C	\$2,519.70	\$0.00	X	X	\$2,519.70	\$251.97	\$75.59	\$2,847.26	\$222,228.00	Amador	2026
Joselyne Austin	303-452-016-200	033-452-016-200	CA001102857	170429-CA-RA-HPR-R-10C	\$1,537.77	\$0.00	X		\$1,537.77	\$153.77	\$41.31	\$1,742.85	\$150,727.00	Butte	2025
Ramon Jasso, Leonor Jasso	320 E Evans Reimer Rd Grdley CA 95948	024-110-096-000	CA007110072	170707-CA-RA3-HPR-R-15C	\$2,284.92	\$0.00	X	X	\$2,284.92	\$228.49	\$68.55	\$2,581.96	\$165,410.00	Butte	2025
Maurice Lewis	695 School St Pittsburg 94565	973-246-010-0	RC039235N-160215	160603-CA-RA2-R-15C	\$3,233.38	\$1,616.69	X		\$1,616.69	\$161.67	\$48.50	\$1,826.86	\$459,000.00	Contra Costa [5]	2025
Florence Spanier	2324 Palmigan DR Walnut Creek CA 94595	190-080-023-4	CA013111841	170505-CA-RA3-HPR-R-20C	\$1,406.50	\$703.25	X		\$703.25	\$70.33	\$21.10	\$794.68	\$86,371.00	Contra Costa [5]	2025
Vicki Owens	2220 Belle Ct Antioch CA 94509	074-151-025-9	CA013113779	180406-CA-RA-HPR-R-25CDE	\$5,030.94	\$2,515.47	X		\$2,515.47	\$251.55	\$75.46	\$2,842.48	\$39,553.00	Contra Costa [5]	2025
Linda Crooks	4605 Elmwood Rd El Sobrante CA 94803	435-063-018-4	CA013113754	180727-CA-RA-HPR-R-25DE	\$6,983.60	\$0.00	X	X	\$6,983.60	\$698.36	\$209.51	\$7,891.47	\$60,582.00	Contra Costa [5]	2025
Virginia Siano	4160 Highway 50 Camino 95709	043-480-033-000	CA017104755	170120-CA-RA-R-15C	\$477.20	\$238.60	X		\$238.60	\$23.86	\$7.16	\$269.62	\$115,130.00	El Dorado	2025
Alita Franco, Rachel Martell	995 Clovis Ave Clovis 93611	497-113-026	RC039235N-160215	150406-BE-R-03-15	\$279.32	\$1,239.86	X		\$1,239.86	\$123.97	\$37.19	\$1,403.82	\$1,403.82	Fresno	2026
Dolores Washington	3176 N Floral Ave Fresno 93725	346-140-160	RF081808N-150429	151022-BE-WR-R-05-15C	\$4,152.02	\$2,076.00	X		\$2,076.00	\$207.60	\$62.58	\$2,346.18	\$151,864.00	Fresno	2026
Gary Jorgensen, Linda Jorgensen	6483 N Hazel Ave Fresno 93711	406-323-422	RF084869N-150826	151022-BE-WR-R-05-15C	\$2,337.10	\$0.00	X	X	\$2,337.10	\$233.71	\$70.11	\$2,640.92	\$283,060.00	Fresno	2026
Laurie Melton	1489 W Olson Ave Reedley 93654	365-203-044	RF090221N-150325	151022-BE-WR-R-07-20C	\$2,190.08	\$0.00	X	X	\$2,190.08	\$219.01	\$65.70	\$2,474.79	\$177,195.00	Fresno	2026
Maria Garcia - Mercado	948 2nd Cir Sanger 93657	320-281-21	RF087434P-150623	160114-BE-WR-R-04-20C	\$3,225.68	\$0.00	X	X	\$3,225.68	\$322.57	\$96.77	\$3,645.02	\$196,761.00	Fresno	2026
Laawna Murchison	553-170-10	553-170-10	RF087980N-150610	160114-BE-WR-R-04-20C	\$2,833.84	\$1,416.92	X		\$1,416.92	\$141.69	\$42.51	\$1,601.12	\$462,859.00	Fresno	2026
Dennis Wessenberg	545 E Cole Ave Fresno 93720	403-734-14	RF079934C-160217	160512-BE-CA-RA-R-06-10C	\$3,618.98	\$0.00	X	X	\$3,618.98	\$361.90	\$108.57	\$4,089.45	\$258,944.00	Fresno	2026
Darrell Coufal	104 E Fedora Ave Fresno 93704	425-145-07	RF082477N-151112	160512-BE-CA-RA-R-07-20C	\$2,083.40	\$0.00	X	X	\$2,083.40	\$208.34	\$62.50	\$2,354.24	\$58,660.00	Fresno	2026
Gregorio Perez, Maria Perez	465 Pedro S. Parlier 93656	355-222-020-0	RF081056N-150811	160512-BE-CA-RA-R-03-15C	\$2,124.64	\$1,062.32	X		\$1,062.32	\$106.23	\$31.87	\$1,200.42	\$65,625.00	Fresno	2026
Lorileika Eniem	35585 Cressman Rd Shaver Lake 93664	130-072-62	RF083933C-150923	160512-BE-CA-RA-R-04-20C	\$5,989.96	\$2,994.98	X		\$2,994.98	\$299.50	\$89.85	\$3,384.33	\$104,539.00	Fresno	2026
Mary Mehia	276 W Locust Ave Pinedale 93650	303-121-23	RF083822N-150926	160512-BE-CA-RA-R-04-20C	\$1,254.78	\$0.00	X	X	\$1,254.78	\$125.48	\$37.64	\$1,417.90	\$70,402.00	Fresno	2026
Charles Depriest, Shiela Depriest	14841 E Kings Canyon Rd Sanger 93657	333-021-58	RF082055N-151128	160512-BE-CA-RA-R-04-20C	\$1,902.58	\$951.29	X		\$951.29	\$95.13	\$28.54	\$1,074.96	\$61,736.00	Fresno	2026
Freddie Brewer	2240 Sussex Way Fresno 93726	436-122-185	RF082361N-151112	160512-BE-CA-RA-R-04-20C	\$1,861.40	\$0.00	X	X	\$1,861.40	\$186.14	\$55.84	\$2,103.38	\$124,830.00	Fresno	2026
Janes Lamastus	3653 Meridian Ave Fresno 93726	438-123-10	RF080477N-160128	160512-BE-CA-RA-R-04-20C	\$2,276.14	\$0.00	X	X	\$2,276.14	\$227.61	\$68.28	\$2,572.03	\$100,324.00	Fresno	2026
Janette Harris	547 E Buckingham Way Fresno 93727	493-082-07	RF087191P-160225	160512-BE-CA-RA-R-04-20C	\$1,601.16	\$0.00	X	X	\$1,601.16	\$160.12	\$48.03	\$1,809.31	\$120,809.00	Fresno	2026
David Pineda, Reina Pineda	907 W Luning WAY Fresno 93705	434-214-10	CA019102110	160715-CA-RA-R-20C	\$2,003.38	\$1,001.69	X		\$1,001.69	\$100.17	\$30.05	\$1,131.91	\$324,727.00	Fresno	2026
Margaret Davis	1117 N Echo Ave Fresno 93728	452-024-08	CA019102089	160729-CA-RA-R-15C	\$796.00	\$398.00	X		\$398.00	\$39.80	\$11.94	\$449.74	\$60,963.00	Fresno	2026
Horace Hill, Wanda Hill	5786 E Holland Ave Fresno 93727	409-205-09	CA019101092	160909-CA-RA-R-15C	\$2,408.90	\$0.00	X	X	\$2,408.90	\$240.89	\$72.27	\$2,722.06	\$45,641.00	Fresno	2026
Gerardo Vaca, Nancy Vaca	2035 Centro Ave Firebaugh 93622	008-210-255	CA019101046	160916-CA-RA2-R-15C	\$4,520.80	\$2,260.40	X		\$2,260.40	\$226.04	\$67.81	\$2,554.25	\$261,347.00	Fresno	2026
Ernest Crutchfield	3027 Saginaw Way Fresno 93726	436-215-08	CA019111062	161007-CA-RA2-R-15C	\$2,392.44	\$0.00	X	X	\$2,392.44	\$239.24	\$71.77	\$2,703.45	\$382,030.00	Fresno	2026
Jacinto Dela Cruz, Maria Dela Cruz	7150 N Everest Ave Fresno 93722	504-123-055	CA019109688	161007-CA-RA2-R-20C	\$1,901.68	\$0.00	X	X	\$1,901.68	\$190.17	\$57.05	\$2,148.90	\$97,707.00	Fresno	2026
Celedonio Arceo, Maria Arceo	375 W Palm Ave Reedley 93654	363-152-10	CA019111368	161014-CA-RA-R-10C	\$1,736.96	\$868.48	X		\$868.48	\$86.85	\$26.05	\$981.38	\$133,760.00	Fresno	2026
Heleen Ross	587 S Buttonwillow Ave Firebaugh 93654	360-170-19	CA019111595	161016-CA-RA2-R-10C	\$1,584.53	\$792.27	X		\$792.27	\$79.23	\$23.77	\$895.26	\$51,949.00	Fresno	2026
Sovanna Ross, Yin Chanthy	4662 Florence Ave Fresno 93725	400-402-05	CA019112512	161223-CA-RA-R-25C	\$2,146.06	\$1,073.03	X		\$1,073.03	\$107.30	\$32.19	\$1,212.52	\$131,645.00	Fresno	2026
Ana Serrano, Javier Serrano	329 K S Sanger 93657	320-050-13	CA019112670	170113-CA-RA2-R-15C	\$2,425.98	\$0.00	X	X	\$2,425.98	\$242.60	\$72.78	\$2,741.36	\$89,666.00	Fresno	2026
Carol Cederquist, Kenneth Cederquist	2307 Menlo Ave Clovis 93611	550-073-23	CA019112896	170113-CA-RA2-R-15C	\$2,797.08	\$0.00	X	X	\$2,797.08	\$279.71	\$83.91	\$3,160.70	\$254,297.00	Fresno	2026
Sandra Mendez	1920 N Macdonough Ave Sanger 93657	158-170-18	CA019112306	170113-CA-RA2-R-25C	\$3,156.20	\$0.00	X	X	\$3,156.20	\$315.62	\$94.69	\$3,566.51	\$177,562.00	Fresno	2026
Christina Molina	1766 Corredor Ave Firebaugh 93622	007-070-92	CA019113316	170217-CA-RA-R-25C	\$1,774.30	\$0.00	X	X	\$1,774.30	\$177.43	\$53.23	\$2,004.96	\$114,344.00	Fresno	2026
Abel Delgado	133089 N Young Ave Parlier 93648	355-113-05	CA019113041	170224-CA-RA-R-20C	\$1,984.06	\$992.03	X		\$992.03	\$99.20	\$29.76	\$1,120.99	\$67,834.00	Fresno	2026
Arellita Rodriguez	20007 S Grantland Ave Reedley 93656	363-240-01	CA019110874	170224-CA-RA-R-25C	\$6,569.26	\$0.00	X	X	\$6,569.26	\$656.93	\$194.37	\$7,420.46	\$141,374.00	Fresno	2026
Ernest Becker	44 E Fountain Way Fresno 93704	435-291-05	CA019113545	170310-CA-RA3-R-25C	\$1,823.02	\$0.00	X	X	\$1,823.02	\$182.30	\$54.69	\$2,060.01	\$57,440.00	Fresno	2026
Esther Silva, Domingo Silva	1413 E Michigan Ave Fresno CA 93704	443-181-14	CA019114213	170331-CA-RA3-R-15C	\$1,514.92	\$0.00	X	X	\$1,514.92	\$151.49	\$45.45	\$1,711.86	\$106,922.00	Fresno	2026
Ryan Mezzacappa	4655 E Nevada Ave Fresno CA 93702	460-242-21	CA019113773	170402-CA-RA3-R-10C	\$1,237.56	\$618.78	X		\$618.78	\$61.88	\$18.56	\$699.22	\$100,511.00	Fresno	2026
James Rodriguez	1214 K St Sanger CA 93657	325-051-21	CA019114109	170512-CA-RA3-HPR-R-10C	\$2,922.54	\$0.00	X	X	\$2,922.54	\$292.25	\$87.68	\$3,302.47	\$67,370.00	Fresno	2026
Martina Lusk	8071 N Mariposa St Fresno CA 93720	402-372-15	CA019114637	170519-CA-RA3-HPR-R-10C	\$2,700.36	\$0.00	X	X	\$2,700.36	\$270.04	\$81.01	\$3,051.41	\$232,310.00	Fresno	2026
Santos Reyes	843 S Kate St Mendota CA 93640	013-113-03	CA019114779	170616-CA-RA2-HPRCA-R-20C	\$1,579.66	\$789.83	X		\$789.83	\$78.98	\$23.69	\$892.50	\$29,039.00	Fresno	2026
Benny Juarez	4777 E Lowe Ave Fresno CA 93702	470-242-15	CA019115095	170616-CA-RA3-HPR-R-15C	\$1,584.53	\$792.27	X		\$792.27	\$79.23	\$23.77	\$895.26	\$51,949.00	Fresno	2026
Xos Zepeda, Ana Zepeda	3241 E Lowe Ave Fresno CA 93702	470-106-12	CA019115248	170629-CA-RA3-HPRCA-R-15C											

Rosa Ramirez, Tomas Ramirez	213 Stirrup Ave Bakersfield 93307	517-312-06-00-9	RKC84323C-150806	160512-BE-CA-RA-R-04-20C	\$1,822.38	\$0.00	X	X	\$1,822.38	\$182.24	\$54.67	\$2,059.29	\$121,004.00	Kern	2025
Craig Campbell	3307 Poplar St Rosamond 93560	472-205-10-00-3	CA029103783	160805-CA-RA2-R-15C	\$1,832.76	\$916.38			\$916.38	\$91.64	\$27.49	\$1,035.51	\$171,508.00	Kern	2025
Dietha Tenmento, William Smith	103 Garces Hwy Delano 93215	037-274-04-00-7	RKC77789P-163007	160805-CA-RA2-R-20C	\$1,961.26	\$0.00	X	X	\$1,961.26	\$196.13	\$58.84	\$2,216.23	\$42,583.00	Kern	2025
Lorie Rangel	1126 Rounds St Delano 93215	423-222-14-00-2	CA029104309	160826-CA-RA2-R-10C	\$3,246.34	\$0.00	X	X	\$3,246.34	\$324.63	\$97.39	\$3,668.36	\$240,847.00	Kern	2025
Ellen Ranz	130 Spruce St Bakersfield 93304	008-212-03-00-0	CA029105964	170113-CA-RA2-R-20C	\$1,146.82	\$0.00	X	X	\$1,146.82	\$114.68	\$34.40	\$1,295.92	\$133,859.00	Kern	2025
David Chernabaeff	093-430-06-00-1	CA029106605	170217-CA-RA-R-25C	\$3,997.94	\$0.00	X	X	\$3,997.94	\$399.79	\$119.94	\$4,517.67	\$326,708.00	Kern	2025	
Maria Barboza	4125 Glencairn St Bakersfield CA 93308	484-131-06-00-1	CA029106951	170310-CA-RA3-R-10C	\$1,772.97	\$886.49		X	\$886.48	\$88.65	\$26.59	\$1,001.72	\$158,881.00	Kern	2025
Marc Wiggins	4614 Gatson Rd Bakersfield 93314	104-172-29-00-6	CA029106697	170317-CA-RA3-R-15C	\$3,126.62	\$0.00	X	X	\$3,126.62	\$312.66	\$93.80	\$3,533.08	\$90,385.00	Kern	2025
Artemio Sixtos, Irene Sixtos	217 W 15th Ave Delano CA 93215	519-034-17-00-8	CA029107268	170407-CA-RA3-R-15C	\$2,267.70	\$1,133.85		X	\$1,133.85	\$113.39	\$34.02	\$1,281.26	\$99,050.00	Kern	2025
Jack Weimer, Peggy Weimer	5305 Cameron CT Bakersfield CA 93309	355-071-02-00-1	CA029107712	170519-CA-RA3-HPR-R-15C	\$2,705.50	\$0.00	X	X	\$2,705.50	\$270.55	\$81.17	\$3,057.22	\$86,605.00	Kern	2025
Maria Barboza	4125 Glencairn St Bakersfield CA 93308	484-131-06-00-1	CA029107570	170707-CA-RA3-HPR-R-20C	\$1,272.05	\$636.03		X	\$636.02	\$63.60	\$19.08	\$718.70	\$158,881.00	Kern	2025
Wesley Crawford, Shontelle Crawford	905 E Tera Dr Bakersfield CA 93304	011-421-03-00-0	CA029109624	170728-CA-RA3-HPR-R-10C	\$5,919.82	\$0.00	X	X	\$5,919.82	\$591.98	\$177.59	\$6,699.39	\$115,266.00	Kern	2025
Georg Anne Russell	12173 Veracruz Dr Bakersfield CA 93314	522-073-11-00-9	CA029106979	170811-CA-RA-HPR-R-10C	\$5,973.10	\$2,986.55		X	\$2,986.55	\$298.66	\$89.60	\$3,747.81	\$106,812.00	Kern	2025
Andres Zaragoza, Consuelo Zaragoza	1632 5th Pl Delano CA 93215	424-282-08-00-0	CA029106877	170811-CA-RA-HPR-R-25C	\$1,659.30	\$0.00	X	X	\$1,659.30	\$165.93	\$49.78	\$1,875.01	\$146,093.00	Kern	2025
Maria Ruiz	414 Curtis Dr Bakersfield CA 93307	166-291-22-00-5	CA029108451	170818-CA-RA-HPR-R-15C	\$1,809.26	\$0.00	X	X	\$1,809.26	\$180.93	\$54.28	\$2,044.47	\$21,455.00	Kern	2025
Donna Van Dyk	2800 Everest WAY Pine Mountain Club 93222	256-461-01-00-9	CA029108433	170825-CA-RA-HPR-R-15C	\$3,723.34	\$0.00	X	X	\$3,723.34	\$372.33	\$111.70	\$4,207.37	\$220,506.00	Kern	2025
Zenon Garza, Sulema Ramos	5405 Banning ST Bakersfield CA 93314	104-121-15-00-3	CA029108729	170929-CA-RA-HPR-R-15C	\$2,516.88	\$0.00	X	X	\$2,516.88	\$251.69	\$75.51	\$2,844.08	\$268,088.00	Kern	2025
Anita Castillas	2321 Quincy Dr Bakersfield CA 93306	136-460-05-00-9	CA029108529	171117-CA-RA-HPR-R-20C	\$1,535.60	\$0.00	X	X	\$1,535.60	\$153.56	\$46.07	\$1,735.23	\$159,871.00	Kern	2025
Casey Ellis, Sheena Ellis	516 W Dolphin Ave Ridgecrest CA 93555	509-062-25-00-0	CA029109815	171222-CA-RA-HPR-R-15C	\$3,027.50	\$0.00	X	X	\$3,027.50	\$302.75	\$90.13	\$3,421.08	\$226,342.00	Kern	2025
Maria Luna, Carlos Luna	1615 20th Ave Delano, CA 93215	034-110-00-00-6	CA029109030	180209-CA-RA-HPR-R-15CD	\$2,514.48	\$0.00	X	X	\$2,514.48	\$251.45	\$75.43	\$2,941.36	\$101,468.00	Kern	2025
Albert Bechtel, Carol Bechtel	474 W Spruce Ave Lemoore 93245	021-430-036-00-0	RK095753N-150609	151022-BE-WR-R-07-20C	\$2,439.48	\$0.00	X	X	\$2,439.48	\$243.95	\$73.18	\$2,756.61	\$137,567.00	Kings	2025
Pamela Oliveira	15900 18th Ave Lemoore 93245	024-110-034-00-0	CA031109040	160722-CA-RA-R-15C	\$1,455.70	\$0.00	X	X	\$1,455.70	\$145.57	\$43.67	\$1,644.94	\$104,210.00	Kings	2025
Pamela Oliveira	15900 18th Ave Lemoore 93245	024-110-034-00-0	CA031109048	160902-CA-RA-R-20C	\$653.70	\$0.00	X	X	\$653.70	\$65.37	\$19.61	\$738.68	\$104,210.00	Kings	2025
Celso Alanis, Teresa Alanis	308 Mona St Avenal 93204	038-433-006-00-0	CA031109448	170317-CA-RA3-R-10C	\$1,770.36	\$0.00	X	X	\$1,770.36	\$177.04	\$53.11	\$2,000.51	\$141,344.00	Kings	2025
Arturo Rodriguez, Maria Rodriguez	641 Picketier Ave Corcoran CA 93212	034-160-031-00-0	CA031109617	170815-CA-RA-HPR-CA-R-10C	\$1,564.72	\$0.00	X	X	\$1,564.72	\$156.47	\$46.94	\$1,768.13	\$119,149.00	Kings	2025
Nelson Lopez	2525 Plumb Ln Hanford CA 93230	097-346-029-00-0	CA031109776	170918-CA-RA-HPR-R-15C	\$4,755.36	\$0.00	X	X	\$4,755.36	\$475.54	\$142.66	\$5,363.26	\$330,465.00	Kings	2025
Lynn Turner	1130 Fitzgerald Ln Hanford CA 93230	010-320-008-00-0	CA031109969	180608-CA-RA-HPR-R-25CDE	\$1,317.18	\$658.59		X	\$658.59	\$65.86	\$19.76	\$1,442.21	\$93,084.00	Kings	2025
Marlin Cuevas, Leticia Ortiz	1008 E FRESNO ST AVENAL CA 93204	040-232-027-00-0	CA031110179	181221-CA-RA-HPR-R-20C	\$1,610.28	\$0.00	X	X	\$1,610.28	\$161.03	\$48.31	\$1,819.62	\$78,209.00	Kings	2025
Frank Flores	14326 HANFORD-ARMONA RD ARMONA CA 93202	017-060-012-00-0	CA031110279	181125-CA-RA-HPR-R-10F	\$2,206.26	\$0.00	X	X	\$2,206.26	\$220.63	\$66.19	\$2,493.08	\$68,067.00	Kings	2025
Enica England	37922 Janus Dr Palmdale 93550	3020-032-014	RLA84700N-140606	140711-CA-PB-R-15B	\$3,381.14	\$0.00	X	X	\$3,381.14	\$338.11	\$101.43	\$3,820.68	\$176,029.00	Los Angeles	2025
Anna Fernandez, Mario Fernandez	20483 Varsity Dr Walnut 91789	8712-018-002	RLA93467N-140623	140725-CA-PB-R-20B	\$1,635.89	\$817.95		X	\$817.94	\$81.79	\$24.54	\$2,029.27	\$327,515.00	Los Angeles	2025
Donna Lawrence, Sylvia Harvey	11924 Has Ave Hawthorne 90250	4057-010-026	RLA84301N-140612	150406-BE-R-03-15	\$2,493.61	\$0.00	X	X	\$2,493.61	\$249.36	\$74.81	\$2,817.78	\$56,995.00	Los Angeles	2025
James Chambers	16005 Halidale St Gardena 90249	6108-016-002	RLA80658N-140606	150406-BE-R-03-15	\$3,535.00	\$0.00	X	X	\$3,535.00	\$353.50	\$106.05	\$3,894.55	\$520,863.00	Los Angeles	2025
Winifred Miles	695 Hemlock St Pomona 91768	9105-005-004	RLA03829N-140722	150406-BE-R-03-15	\$1,391.51	\$0.00	X	X	\$1,391.51	\$139.15	\$41.67	\$1,571.23	\$723,000.00	Los Angeles	2025
Rosario Alcaraz, Santos Alcaraz	37504 Manchester St Palmdale 93552	9032-036-008	RLA89759N-140821	150406-BE-R-04-20	\$2,229.57	\$0.00	X	X	\$2,229.57	\$222.96	\$66.89	\$2,519.42	\$206,796.00	Los Angeles	2025
Angel Torres, Gloria Torres	869 Lincoln Ave Pomona 91767	8319-007-011	RLA88070N-140922	150406-BE-R-04-20	\$1,862.18	\$931.09		X	\$931.09	\$93.11	\$27.93	\$1,052.13	\$72,276.00	Los Angeles	2025
Stella Quimiro	410 N Llyall Ave West Covina 91790	8456-011-022	RLA82508N-150112	150406-BE-R-04-20	\$4,565.70	\$2,282.85		X	\$2,282.85	\$228.29	\$68.49	\$2,579.63	\$269,817.00	Los Angeles	2025
Stella Quimiro	410 N Llyall Ave West Covina 91790	8456-011-022	RLA04040N-140616	150406-BE-R-04-20	\$2,299.70	\$1,149.85		X	\$1,149.85	\$114.99	\$34.50	\$1,299.34	\$269,817.00	Los Angeles	2025
Nancy Lovejoy, Patricia Lovejoy	123 N Hartley St West Covina 91790	8457-024-014	RLA88319N-140917	150406-BE-R-04-20	\$3,672.42	\$1,836.21		X	\$1,836.21	\$183.62	\$55.07	\$2,074.92	\$134,933.00	Los Angeles	2025
Bette Hasegawa	15515 Gramercy Pl Gardena 90249	4063-089-038	RLA09897N-150033	150713-BE-WR-R-07-20C	\$2,565.62	\$0.00	X	X	\$2,565.62	\$256.56	\$75.17	\$2,843.35	\$153,739.00	Los Angeles	2025
Alicia Corda, Ricardo Martinez	4331 Ishihara St Covina 91723	8453-020-015	RLA07398N-150323	150713-BE-WR-R-07-20C	\$5,524.92	\$0.00	X	X	\$5,524.92	\$552.49	\$165.75	\$6,243.16	\$302,984.00	Los Angeles	2025
Aaron Ewing	45334 Sanrock Ave Lancaster 93535	317-013-008	RLA81263N-150205	150713-BE-WR-R-08-20B	\$1,956.73	\$0.00	X	X	\$1,956.73	\$195.67	\$58.70	\$2,211.10	\$107,603.00	Los Angeles	2025
Nicole Davis-Johnson	1340 W Orange Grove Ave Pomona 91768	8357-002-100	RLA80942C-150210	150713-BE-WR-R-08-20B	\$4,056.75	\$2,028.38		X	\$2,028.37	\$202.84	\$60.85	\$2,292.06	\$238,641.00	Los Angeles	2025
Van Khiev	3742 Strang Ave Rosemead 91770	8578-002-051	RLA80627C-150217	150713-BE-WR-R-08-20B	\$2,616.34	\$0.00	X	X	\$2,616.34	\$261.63	\$78.49	\$2,956.46	\$198,227.00	Los Angeles	2025
Kathie Martinez	206 W Regent St Inglewood 90301	4020-019-002	RLA78665CB-150318	151022-BE-WR-R-03-10C	\$1,299.43	\$649.72		X	\$649.71	\$64.97	\$19.49	\$734.17	\$210,536.00	Los Angeles	2025
Benjamin Barrientos	37142 Bordeaux St Palmdale 93550	3053-044-007	RLA75602A-150504	151022-BE-WR-R-07-20C	\$2,009.87	\$0.00	X	X	\$2,009.87	\$200.99	\$60.30	\$2,271.16	\$478,584.00	Los Angeles	2025
Gerardo Baladez	37316 CEDRELA AVE PALMDALE CA 93552	3022-012-011	CA037168977	200911-CA-RA-HPR-R-20FG	\$1,159.15	\$1,579.15		X	\$1,579.15	\$157.92	\$47.37	\$1,784.44	\$282,464.00	Los Angeles	2025
monica melson, Herman melcion	10315 FERNWOOD ST GARDENA CA 90746	8181-025-022	CA037168977	200911-CA-RA-HPR-R-20FG	\$1,523.32	\$1,523.32		X	\$1,523.32	\$152.33	\$45.67	\$1,721.27	\$84,465.00	Los Angeles	2025
Catalina Barreras	4624 BRESEE AVE BALDWIN PARK CA 91706	8535-007-018	CA037165965	201009-CA-RA-HPR-R-15FG	\$6,517.98	\$0.00	X	X	\$6,517.98	\$651.80	\$255.54	\$9,625.32	\$48,226.00	Los Angeles	2025
Melinda Sawyer	8737 WATERS AVE POMONA CA 91766	8343-021-023	CA037166055	211007-CA-RPP-R-25	\$3,071.51	\$0.00	X	X	\$3,071.51	\$307.15	\$92.15	\$3,470.81	\$37,439.00	Los Angeles	2025
Deborah Herman, Gerald Herman	18093 Varden Dr Madera 93638	036-271-006-000	RM065651N-150520	151022-BE-WR-R-03-10C	\$5,482.92	\$2,741.46		X	\$2,741.46	\$274.15	\$82.24	\$3,097.85	\$21,613.00	Madera	2025
Stewart Griffith	16638 Karen Rd Madera 93636	051-301-004-000	CA030107336	161028-CA-RA2-R-15C	\$2,655.72	\$1,327.86		X	\$1,327.86	\$132.79	\$39.84	\$1,500.49	\$262,689.00	Madera	2025
Richard Krogel	2411 Adella St La Grange CA 95329	020-010-002-000	CA043104165	180126-CA-RA3-HPR-R-15CDE	\$1,131.26	\$0.00	X	X	\$1,131.26	\$113.13	\$33.94	\$1,278.33	\$127,475.00	Mariposa	2025
Dae Sullivan	6118 Plumbur Creek Rd Mariposa CA 95338	014-010-089-000	CA043104164	180713-CA-RA-HPR-R-25CDE	\$5,737.26	\$0.00	X	X	\$5,737.26	\$573.73	\$172.12	\$6,483.11	\$51,058.00	Mariposa	2025
Andrea Ybarra, Virginia Olivas	310 W 22nd St Merced 95340	030-193-010-000	RM091561A-150520	150713-BE-WR-R-07-20C	\$1,038.82	\$0.00	X	X	\$1,038.82	\$103.88	\$31.10	\$1,173.60	\$230,188.00	Merced	2025
Mark Green	319 W 22nd St Merced 95340	030-193-010-000	RM091561S-141219	150713-BE-WR-R-08-20B	\$1,118.40	\$0.00	X	X	\$1,118.40	\$111.84	\$33.55	\$1,263.79	\$230,188.00	Merced	2025
Diana Landin, John Landin	2345 Lander Ave Stevenson, CA 95374	055-177-020-000	RM094994N-150707	160114-BE-WR-R-03-15C	\$2,328.46	\$0.00	X	X	\$2,328.46	\$232.85	\$69.85	\$2,631.16	\$251,418.00	Merced	2026
John Rojas-Reyes	2221 Park Place Ct Los Banos 93635	428-011-019-000	CA047108751	160603-CA-RA2-R-15C	\$1,418.98	\$0.00	X	X	\$1,418.98	\$141.90	\$42.57	\$1,603.45	\$248,376.00	Merced	2026
Mindy Stevens, Curtis Stevens	627 Q St Merced 95341	032-183-036-000	CA047109097	161021-CA-RA-R-10C	\$1,738.02	\$0.00	X	X	\$1,738.02	\$173.80	\$52.14	\$1,963.96	\$51,017.00	Merced	2026
Olya Garcia	23658 W Fourth Ave Livingston CA 95374	055-290-006-000	CA047109897	170818-CA-RA-HPR-R-10C	\$1,172.54	\$0.00	X	X	\$1,172.54	\$117.25	\$35.18	\$1,324.97	\$411,123.00	Merced	2026
Jaime Devera	1372 Prusso St Livingston CA 95334	024-262-010-000	CA047109873	170908-CA-RA-HPR-R-20C	\$2,681.6										

Cindy Savage, Linda Savage	32101 Terra Cotta St Lake Elsinore 92530	389-531-013	RWR71122C-130601	130719-01-4N-20	\$2,170.84	\$1,085.42	X	\$1,085.42	\$108.54	\$32.56	\$1,226.52	\$279,107.00	Riverside	2025
Trinidad Sanchez	2775 13th St Riverside 92507	211-223-013	RWR69124A-130620	130802-01-4N-20	\$2,704.14	\$1,352.07	X	\$1,352.07	\$135.21	\$40.56	\$1,527.84	\$74,669.00	Riverside	2025
Adriana Zaragoza, Anita Zaragoza	5906 Bee Jay St Riverside 92503	151-041-007	RWR6660C-130709	130809-01-4N-20	\$2,308.88	\$1,154.44	X	\$1,154.44	\$115.44	\$34.63	\$1,304.51	\$42,088.00	Riverside	2025
Patricia Taylor	5084 Martin St Mira Loma 91752	159-182-010	RWR58536C-130916	131025-WR-PB-R-20B	\$2,703.60	\$1,351.80	X	\$1,351.80	\$135.18	\$40.55	\$1,527.53	\$125,384.00	Riverside	2025
Met Miller	3780 Marview Ct Riverside 92505	132-052-012	RWR5270A-131010	131108-WR-PB-R-15B	\$2,405.99	\$1,203.50	X	\$1,203.50	\$120.35	\$36.10	\$1,356.94	\$245,800.00	Riverside	2025
Alia Russell	20100 Brenton St Moreno Valley 92553	291-541-033	RWR52732A-131119	131213-WR-PB-R-20B	\$1,280.56	\$0.00	X	\$1,280.56	\$128.06	\$38.42	\$1,447.04	\$147,904.00	Riverside	2025
Dustin Waltemeyer	37019 Pier Point Cir Menifee 92584	364-172-008	RWR59040C-130912	140214-CA-PB-R-20B	\$5,107.52	\$2,553.76	X	\$2,553.76	\$255.38	\$76.61	\$2,885.75	\$368,844.00	Riverside	2025
Gabriela Monroy, Nancy Ochoa, Pedro Hurtado	10450 Branigan Riverside 92505	143-112-006	RWR82490C-130128	140219-BE-R-08-15B	\$1,269.80	\$634.90	X	\$634.90	\$63.49	\$19.05	\$717.44	\$192,156.00	Riverside	2025
Alcides Rivera, Vivian Rivera	7351 Pinewood Ct Corona 92880	144-160-025	RWR82582A-130128	140219-BE-R-08-15B	\$2,798.30	\$0.00	X	\$2,798.30	\$279.83	\$83.95	\$3,162.08	\$379,704.00	Riverside	2025
Nona Quinlan	3230 Whisling Well Mira Loma 91752	156-264-004	RWR81382C-130213	140219-BE-R-08-15B	\$1,999.88	\$999.94	X	\$999.94	\$99.99	\$30.00	\$1,129.93	\$164,707.00	Riverside	2025
Linda Costell	5788 Oakmont Dr Banning 92220	419-300-069	RWR77450N-130329	140219-BE-R-08-15B	\$2,059.44	\$0.00	X	\$2,059.44	\$205.94	\$61.78	\$2,327.16	\$246,144.00	Riverside	2025
Antonio Alcantar, Mariela Gutierrez	3755 Donald Ave Riverside 92505	333-051-011	RWR85490C-130516	140219-BE-R-09-15C	\$1,185.48	\$599.23	X	\$599.23	\$59.92	\$17.88	\$1,056.04	\$103,004.00	Riverside	2025
Kathleen Bray, Larry Bray	455 Morales Way Corona 92883	279-383-017	RWR72436A-130512	140219-BE-R-09-15C	\$3,149.28	\$1,574.64	X	\$1,574.64	\$157.46	\$47.24	\$1,779.34	\$461,964.00	Riverside	2025
Daniel Speigner, Sylvia Speigner	34831 Donald St Hemet 92545	465-240-007	RWR67588A-130702	140219-BE-R-09-15C	\$992.94	\$0.00	X	\$992.94	\$99.29	\$29.79	\$1,122.02	\$72,023.00	Riverside	2025
Jacqueline Schmidt	345 W King St Banning 92220	535-221-007	RWR61488C-130822	140219-BE-R-09-15C	\$1,520.18	\$0.00	X	\$1,520.18	\$152.02	\$45.61	\$1,717.81	\$29,766.00	Riverside	2025
Met Miller	3760 Marview Ct Riverside 92505	132-052-012	RWR8068C-121015	140219-BE-R-10-20A	\$1,069.09	\$534.55	X	\$534.54	\$53.45	\$16.04	\$604.03	\$245,886.00	Riverside	2025
Elizabeth Torres, Jay Torres	8457 SYRACUSE Riverside 92508	284-121-002	RWR92426N-120705	140219-BE-R-10-20A	\$3,711.70	\$0.00	X	\$3,711.70	\$371.17	\$111.35	\$4,194.22	\$401,923.00	Riverside	2025
Met Miller	3760 Marview Ct Riverside 92505	132-052-012	RWR8068C-121015	140219-BE-R-11-20B	\$1,166.64	\$583.32	X	\$583.32	\$58.33	\$17.50	\$659.15	\$245,886.00	Riverside	2025
David Vanvoornhis, Linda Vanvoornhis	3650 Roblyn St Riverside 92504	193-303-023	RWR85490C-121115	140219-BE-R-09-15C	\$1,724.24	\$0.00	X	\$1,724.24	\$172.42	\$51.73	\$1,948.39	\$154,970.00	Riverside	2025
Karyn Edlins	27644 Camino Donaire SUN CITY 92585	333-282-012	RWR87847C-121018	140219-BE-R-11-20B	\$1,597.40	\$0.00	X	\$1,597.40	\$159.74	\$47.92	\$1,805.06	\$264,253.00	Riverside	2025
Jan Spalding	821 S Ramona St Hemet 92543	446-211-049	RWR89582N-120910	140219-BE-R-11-20B	\$654.20	\$327.10	X	\$327.10	\$32.71	\$9.81	\$369.62	\$62,788.00	Riverside	2025
Agata Maher, Thomas Maher	29419 Masters Dr Murrieta 92563	908-341-004	RWR84976N-121215	140219-BE-R-11-20B	\$2,822.84	\$1,411.42	X	\$1,411.42	\$141.14	\$42.34	\$1,594.90	\$366,555.00	Riverside	2025
Kim Hall, Roderick Hall	41445 Wingfoot St Temecula 92591	953-522-007	RWR85764A-121130	140219-BE-R-11-20B	\$1,386.08	\$0.00	X	\$1,386.08	\$138.61	\$41.58	\$1,566.27	\$392,832.00	Riverside	2025
Steven Oddie	123-371-009	RWR71360A-130630	140219-BE-R-12-20C	\$3,912.48	\$0.00	X	\$3,912.48	\$391.25	\$117.37	\$4,421.10	\$311,855.00	Riverside	2025	
Alina Morse, Harold Edgar	16717 Weeping Willow Dr Riverside 92508	269-361-009	RWR73272C-130513	140219-BE-R-12-20C	\$4,282.50	\$2,141.25	X	\$2,141.25	\$214.13	\$64.24	\$2,419.62	\$58,721.00	Riverside	2025
Albert Soliz, Celeste Soliz	4870 Stony Brook Cir Riverside 92505	294-471-007	RWR85790A-130818	140219-BE-R-12-20C	\$2,640.84	\$0.00	X	\$2,640.84	\$264.09	\$79.23	\$2,964.26	\$296,272.00	Riverside	2025
Frank Estrella	464 Antilles Way Moreno Valley 92555	484-194-009	RWR81764C-130820	140219-BE-R-04-20C	\$1,987.20	\$993.60	X	\$993.60	\$99.36	\$28.81	\$1,122.77	\$177,232.00	Riverside	2025
Esther Madril, Louis Madril	4134 Felipea St Riverside 92509	169-110-070	RWR53224P-131112	140312-BE-R-20-20	\$981.84	\$490.82	X	\$490.82	\$49.08	\$14.72	\$554.62	\$395,892.00	Riverside	2025
Mario Delossantos	33708 Great Falls Rd Wildomar 92595	366-434-014	RWR50746N-131223	140328-CA-PB-R-20B	\$905.04	\$452.52	X	\$452.52	\$45.25	\$13.58	\$511.35	\$213,515.00	Riverside	2025
Maria Calvert	5339 Paloma Rd Riverside 92509	178-113-026	RWR41321N-140403	140502-CA-PB-R-15B	\$2,533.48	\$0.00	X	\$2,533.48	\$253.35	\$76.00	\$2,862.83	\$18,438.00	Riverside	2025
Richard Ortega	24321 Rimview Rd Moreno Valley 92557	474-472-001	RWR44750N-140306	140502-CA-PB-R-20B	\$1,761.06	\$0.00	X	\$1,761.06	\$176.11	\$52.83	\$1,990.00	\$457,562.00	Riverside	2025
Arnet Hughes	27730 Durant St Romoland 92585	333-141-001	RWR39611N-140418	140523-CA-PB-R-20B	\$831.48	\$0.00	X	\$831.48	\$83.15	\$24.94	\$939.57	\$177,122.00	Riverside	2025
Janet Manning	25684 Shale Ave Romoland Valley 92587	474-652-003	RWR54527C-131123	140523-BE-R-08-15C	\$3,737.76	\$1,868.88	X	\$1,868.88	\$186.89	\$56.61	\$2,522.18	\$211,623.00	Riverside	2025
Karen Johnson, Troy Johnson	26290 Lookout Point Ln Corona 92525	333-401-012	RWR54527C-131123	140523-BE-R-08-15C	\$3,737.76	\$1,868.88	X	\$1,868.88	\$186.89	\$56.61	\$2,522.18	\$211,623.00	Riverside	2025
Cecilia Cosme, Ruben Cosme JR	15655 Stoneck Creek Dr Riverside 92504	273-562-008	RWR34751A-140531	140627-CA-PB-R-20B	\$2,541.74	\$1,270.87	X	\$1,270.87	\$127.09	\$38.13	\$1,436.09	\$403,408.00	Riverside	2025
Gene Strauss	28420 Gout Dr Menifee 92587	341-040-039	RWR45077P-140410	140627-CA-PB-R-20B	\$2,468.30	\$0.00	X	\$2,468.30	\$246.83	\$74.05	\$2,789.18	\$92,767.00	Riverside	2025
Ethel Parrish, Jim Parrish	25929 Fairview Ave Hemet 92544	459-193-008	RWR37400N-140508	140725-CA-PB-R-20B	\$899.42	\$0.00	X	\$899.42	\$89.94	\$26.98	\$1,016.34	\$97,482.00	Riverside	2025
Arvin Raxter	21691 Wagon Rim Ct Wildomar 92595	366-380-011	RWR19004C-141006	150406-BE-R-03-15	\$3,403.76	\$0.00	X	\$3,403.76	\$340.38	\$102.11	\$3,846.25	\$241,707.00	Riverside	2025
Elizabeth Kraemer	926 Parkview Dr Lake Elsinore 92530	739-342-088	RWR25094C-140818	150406-BE-R-03-15	\$1,449.08	\$0.00	X	\$1,449.08	\$144.91	\$43.47	\$1,637.46	\$144,211.00	Riverside	2025
Gerald Davis	5245 Brinkley Ave Hemet 92543	551-122-003	RWR14945C-141115	150406-BE-R-03-15	\$2,754.46	\$0.00	X	\$2,754.46	\$275.45	\$82.83	\$3,112.64	\$101,567.00	Riverside	2025
Qwelia Coe-Petersen	3535 Meadowview Dr Riverside 92503	335-195-008	RWR26450C-140824	150406-BE-R-04-20	\$2,304.44	\$0.00	X	\$2,304.44	\$230.44	\$69.13	\$2,604.01	\$85,755.00	Riverside	2025
Grace Geaga	13421 Shady Knoll Dr Eastvale 92880	164-291-012	RWR39923N-140418	150406-BE-R-04-20	\$3,976.58	\$0.00	X	\$3,976.58	\$397.66	\$119.30	\$4,493.54	\$536,351.00	Riverside	2025
Guadalupe Corrales	9623 Birmingham Ave Riverside 92509	167-301-005	RWR24734C-140821	150406-BE-R-04-20	\$1,783.72	\$891.86	X	\$891.86	\$89.18	\$26.76	\$1,007.81	\$327,398.00	Riverside	2025
Darren Dickey, Janet Dickey	29375 Castaway Ct Romoland 92585	333-393-005	RWR14963A-141115	150406-BE-R-04-20	\$3,669.80	\$0.00	X	\$3,669.80	\$366.98	\$110.09	\$4,146.87	\$405,422.00	Riverside	2025
Charles Murray	28280 Joan Dunn Ln Murrieta 92563	384-240-013	RWR46940P-140214	150406-BE-R-04-20	\$3,053.22	\$0.00	X	\$3,053.22	\$305.32	\$91.60	\$3,450.14	\$252,271.00	Riverside	2025
Virginia Licitra	835 Elm Ave Beaumont 92223	414-220-006	RE95891C-141119	150406-BE-R-04-20	\$4,338.92	\$0.00	X	\$4,338.92	\$433.89	\$130.17	\$4,902.98	\$460,160.00	Riverside	2025
Luz Pedraza	15090 Elegancia Ave Moreno Valley 92551	468-032-011	RWR13430N-140630	150406-BE-R-04-20	\$1,959.78	\$0.00	X	\$1,959.78	\$195.98	\$58.79	\$2,214.55	\$400,031.00	Riverside	2025
Debbie Sanchez	4741 Famborough Ct Corona 92509	917-343-012	RWR46940P-140214	150713-BE-WR-PB-R-05-15C	\$1,634.24	\$0.00	X	\$1,634.24	\$163.42	\$49.01	\$1,845.37	\$202,745.00	Riverside	2025
Estelita Cervantes	585403 Valencia Ln Coachella 92236	778-300-024	RE95813C-150423	150713-BE-WR-R-05-15C	\$745.08	\$0.00	X	\$745.08	\$74.51	\$22.35	\$841.94	\$115,974.00	Riverside	2025
Jacqueline Hernandez	24810 Eugenia Ave Moreno Valley 92553	482-201-005	RWR10916N-150114	150713-BE-WR-R-06-15B	\$2,996.50	\$0.00	X	\$2,996.50	\$299.65	\$89.90	\$3,386.05	\$67,027.00	Riverside	2025
Cynthia Reyes	1370 Viia Santiago D Corona 92882	103-244-041	RWR6441P-150304	150713-BE-WR-R-08-20B	\$840.14	\$420.07	X	\$420.07	\$42.01	\$12.60	\$474.68	\$195,320.00	Riverside	2025
Susana Madrigal	3914 Grant St Corona 92879	115-273-026	RWR13805N-141201	150713-BE-WR-R-08-20B	\$5,686.16	\$0.00	X	\$5,686.16	\$568.62	\$170.58	\$6,425.36	\$295,528.00	Riverside	2025
Arturo Viveros	24652 Huntley Dr Moreno Valley 92557	475-352-024	RWR7124N-150224	150713-BE-WR-R-08-20B	\$2,427.62	\$0.00	X	\$2,427.62	\$242.76	\$72.83	\$2,743.21	\$458,180.00	Riverside	2025
Betty Hoffman	6131 Dodd St Mira Loma 91752	151-331-004	RWR84527C-150529	151022-BE-WR-R-07-20C	\$2,846.28	\$0.00	X	\$2,846.28	\$284.63	\$85.39	\$3,216.30	\$168,702.00	Riverside	2025
Susan LeDue	4175 New St Riverside 92504	272-112-013	RWR8071A-150324	151012-BE-WR-R-07-20C	\$2,550.00	\$0.00	X	\$2,550.00	\$255.00	\$76.50	\$2,871.50	\$432,970.00	Riverside	2025
Donaciano Cuellar	1263 Luff St Beaumont 92223	428-060-001	RE94481C-150615	151022-BE-WR-R-07-20C	\$7,438.76	\$3,719.38	X	\$3,719.38	\$371.94	\$111.58	\$4,202.90	\$230,277.00	Riverside	2025
Annmarie Diaz	16490 Arnold Ave Lake Elsinore 92530	378-201-007	RWR89095N-150813	160114-BE-WR-R-02-10C	\$945.04	\$0.00	X	\$945.04	\$94.50	\$28.35	\$1,067.89	\$243,965.00	Riverside	2025
Edmund Valencia	21575 High St Perris 92570	318-270-078	RWR84377N-150531	160114-BE-WR-R-03-15C	\$1,277.70	\$0.00	X	\$1,277.70	\$127.77	\$38.33	\$1,443.80	\$105,026.00	Riverside	2025
Candelaria Porras, Jose Porras	457-171-037	RWR82533C-151119	160114-BE-WR-R-03-15C	\$2,426.62	\$1,213.31	X	\$1,213.31	\$121.33	\$36.40	\$1,371.04	\$72,867.00	Riverside	2025	
Evelina Bilos, Mykola Bilos	6674 5th St Desert Hot Springs 92240	964-181-033	RE92960N-150826	160114-BE-WR-R-03-15C	\$1,592.72	\$0.00	X	\$1,592.72	\$159.27	\$47.78	\$1,799.77	\$109,699.00	Riverside	2025
Irene Ortega, Richard Espinoza	38825 Sweeney St Cherry Valley 92233	407-360-019	RWR82137N-150630	160114-BE-WR-R-04-20C	\$2,891.48	\$1,445.74	X	\$1,445.74	\$144.57	\$43.37	\$1,633.68	\$672,881.00	Riverside	2025
Shelia Cabral	36400 Lakeview Ave Nuevo 92567	426-450-015	RWR80740N-150909	160114-BE-WR-R-04-20C	\$5,103.78	\$0.00	X	\$5,103.78	\$510.38	\$153.11	\$5,767.27	\$351,113.00	Riverside	2025
Ignacia Perkins	29214 Branwin St Murrieta 92563	908-392-007	CA065104211	160506-CA-RA-R-10C	\$5,515.26	\$0.00	X	\$5,515.26	\$551.53	\$165.46	\$6,232.25	\$364,739.00	Riverside</	

Sylvia Hernandez, Anthony Hernandez	5727 Norwood Ave Riverside CA 92505	150-200-005	CA065119370	170908-CA-RA-HPR-R-20C	\$4,018.20	\$2,009.10	X	\$2,009.10	\$200.91	\$60.27	\$2,270.28	\$125,592.00	Riverside	2025
Cornelius Bentley	29233 Lido Bay Dr Menifee 92585	333-451-026	RWR50360A-140103	170920-CA-SBD-RA-R-20C	\$2,116.98	\$0.00	X	\$2,116.98	\$211.70	\$63.51	\$2,392.19	\$312,094.00	Riverside	2025
Jeffrey Gutierrez, Jessica Longet	309 Country Club Blvd Lake Elsinore CA 92530	373-135-035	CA065118163	170929-CA-RA-HPR-R-15C	\$1,418.60	\$0.00	X	\$1,418.60	\$141.86	\$42.56	\$1,603.02	\$324,103.00	Riverside	2025
James Lamb, Aleshia Lamb	27895 Lucerne Dr Sun City CA 92585	333-731-007	CA065121321	171006-CA-RA-HPR-R-20C	\$2,746.48	\$0.00	X	\$2,746.48	\$274.65	\$82.39	\$3,103.52	\$512,559.00	Riverside	2025
Wesley Sanchez	67209 Meador DR Cathedral City CA 92234	677-383-015	CA065117212	171006-CA-RA-HPR-R-20C	\$1,842.48	\$22.54	X	\$1,842.48	\$92.12	\$27.64	\$1,941.00	\$75,537.00	Riverside	2025
Victor Castellon, Isabel Castellon	322-030-011	322-030-011	CA065121575	171020-CA-RA-HPR-R-10C	\$7,839.88	\$0.00	X	\$7,839.88	\$783.99	\$235.20	\$8,659.07	\$169,552.00	Riverside	2025
Juan Turner, Lourdes Turner	28452 Ripple Brook Romoland CA 92585	333-521-013	CA065122867	171117-CA-RA-HPR-R-20C	\$2,770.22	\$0.00	X	\$2,770.22	\$277.02	\$83.11	\$3,130.35	\$404,519.00	Riverside	2025
Derrick Richardson, George Morgan, Amber Morgan	32331 Rock Rose Dr Lake Elsinore CA 92532	363-722-002	CA065121700	171208-CA-RA-HPR-R-25C	\$4,237.28	\$0.00	X	\$4,237.28	\$423.73	\$127.12	\$4,788.13	\$404,901.00	Riverside	2025
Josephine Mwasi	9645 52nd St Riverside CA 92509	167-190-031	CA065121971	171215-CA-RA-HPR-R-15C	\$2,690.92	\$0.00	X	\$2,690.92	\$269.09	\$80.73	\$3,040.74	\$181,781.00	Riverside	2025
Jimmy Greer, Allie Greer	N 9 Juanita Cir Palm Springs CA 92262	669-365-009	CA065123436	171215-CA-RA-HPR-R-25C	\$2,676.92	\$1,338.46	X	\$1,338.46	\$133.85	\$40.15	\$1,512.46	\$115,395.00	Riverside	2025
Sandy Loo	29775 Alicante Dr Romoland CA 92585	327-420-003	CA065122591	171222-CA-RA-HPR-R-25C	\$4,182.72	\$0.00	X	\$4,182.72	\$418.27	\$125.48	\$4,726.47	\$328,127.00	Riverside	2025
Jo Ann Reutgen	25497 Chicago Ave Hemet CA 92544	549-070-022	CA065121362	180126-CA-RA3-HPR-R-15CD	\$1,649.82	\$0.00	X	\$1,649.82	\$164.98	\$49.49	\$1,864.29	\$132,914.00	Riverside	2025
David Brown	4863 Teasdale Ave Romoland CA 92509	383-413-005	CA065121534	180209-CA-RA-HPR-R-10CD	\$4,430.34	\$2,215.17	X	\$2,215.17	\$221.52	\$66.46	\$2,503.15	\$514,382.00	Riverside	2025
Dina Montoya	15135 Del Rita Rd Banning CA 92220	544-250-030	CA065121701	180216-CA-RA-HPR-R-15CD	\$8,035.30	\$4,017.65	X	\$4,017.65	\$401.77	\$120.53	\$4,539.95	\$489,822.00	Riverside	2025
David Gonzalez	52650 Eisenhower Dr La Quinta CA 92533	773-301-008	CA065123729	180302-CA-RA-HPR-R-25CD	\$1,531.26	\$765.63	X	\$765.63	\$76.56	\$22.97	\$865.16	\$112,023.00	Riverside	2025
David Vanvoornis, Linda Vanvoornis	3895 Roblyn St Riverside CA 92504	193-303-023	CA065124465	180309-CA-RA-HPR-R-25CD	\$2,124.38	\$0.00	X	\$2,124.38	\$212.44	\$63.73	\$2,400.55	\$164,970.00	Riverside	2025
Margaret Bonilla	206 E Kendall ST Corona CA 92879	109-043-010	CA065123817	180316-CA-RA-HPR-R-25CD	\$1,525.08	\$0.00	X	\$1,525.08	\$152.51	\$45.75	\$1,723.34	\$33,977.00	Riverside	2025
Ezequiel Avalos, Nancy Pulido	7688 Hillside St Corona CA 92881	277-042-002	CA065124827	180413-CA-RA-HPR-R-10CDE	\$1,922.04	\$961.02	X	\$961.02	\$96.10	\$28.83	\$1,085.95	\$224,916.00	Riverside	2025
Veronica Bailey	3124 Eono Cir Temecula CA 92592	915-330-013	CA065122264	180413-CA-RA-HPR-R-10CDE	\$5,551.10	\$3,265.55	X	\$3,265.55	\$326.56	\$97.07	\$3,690.08	\$300,771.00	Riverside	2025
Belkees Ayam	16483 SUN SUMMIT DR Riverside CA 92503	140-231-004	CA065126740	180720-CA-RA-HPR-R-20DE	\$2,791.73	\$0.00	X	\$2,791.73	\$279.17	\$83.75	\$3,154.65	\$493,077.00	Riverside	2025
Francisco Ibarra, Josefina Ibarra	27687 VIA REAL Sun City CA 92585	333-275-018	CA065127235	180817-CA-RA-HPR-R-10CDE	\$1,773.04	\$0.00	X	\$1,773.04	\$177.30	\$53.19	\$2,003.53	\$164,747.00	Riverside	2025
Sara Gerardi	27958 MOONRIDGE DR Romoland CA 92585	333-261-009	CA065127832	180928-CA-RA-HPR-R-10DE	\$2,069.28	\$0.00	X	\$2,069.28	\$206.93	\$62.08	\$2,338.29	\$154,878.00	Riverside	2025
Brian Hicks, Britni Hicks, Andres Landeros, Melissa Landeros	27674 CANNIO BELLA Sun City CA 92585	333-275-025	CA065127878	181012-CA-RA-HPR-R-20DE	\$1,224.12	\$0.00	X	\$1,224.12	\$122.41	\$36.72	\$1,383.25	\$83,166.00	Riverside	2025
Belkees Ayam	16483 SUN SUMMIT DR Riverside CA 92503	140-231-004	CA065128124	181214-CA-RA-HPR-R-25E	\$932.49	\$0.00	X	\$932.49	\$93.25	\$27.97	\$1,053.71	\$493,077.00	Riverside	2025
Maria Munoz, Enrique Munoz	31251 LAS FLORES WAY Thousand Palms CA 92276	660-152-011	CA065128365	190118-CA-RA-HPR-R-25EF	\$3,358.18	\$0.00	X	\$3,358.18	\$335.82	\$100.75	\$3,794.75	\$126,519.00	Riverside	2025
Todd Lange	42819 TIERRA NOBLES Dr Hemet CA 92544	944-121-019	CA065128363	190219-CA-RA-HPR-R-20DE	\$2,389.00	\$0.00	X	\$2,389.00	\$238.90	\$71.96	\$2,742.82	\$241,217.00	Riverside	2025
Jason Reed, Sangmay Sayathap	325 E L NIDO AVE FERRIS CA 92571	933-082-010	CA065128561	200814-CA-HPR-R-15C	\$2,526.46	\$1,263.45	X	\$1,263.45	\$126.35	\$37.99	\$1,407.36	\$404,501.00	Riverside	2025
Larry Wyatt	16712 LEJANA CT RIVERSIDE CA 92503	140-250-007	CA065130553	200814-CA-RA-HPR-R-15FG	\$1,543.72	\$0.00	X	\$1,543.72	\$154.37	\$46.31	\$1,744.40	\$482,127.00	Riverside	2025
Jesus Garcia, Reyna Garcia	24685 SUNNYRIDGE DR MORENO VALLEY CA 92557	475-351-005	CA065130794	200911-CA-RA-HPR-R-15FG	\$1,931.42	\$0.00	X	\$1,931.42	\$193.14	\$57.94	\$2,182.50	\$262,121.00	Riverside	2025
Janet Ringelman, Michael Ringelman	29500 BREEZEWAY CT ROMOLAND CA 92585	333-710-035	CA065130253	201009-CA-RA-HPR-R-20FG	\$6,406.22	\$0.00	X	\$6,406.22	\$640.62	\$192.19	\$7,239.03	\$488,587.00	Riverside	2025
Josephine Douglas	17327 11th AVE Sacramento 95832	052-0135-045-0000	CA067102044	160715-RA-A2-R-15C	\$2,377.18	\$0.00	X	\$2,377.18	\$237.72	\$71.32	\$2,686.22	\$94,664.00	Sacramento [5]	2026
Bruce Bacci	5701 Grant Ave Carmichael 95608	258-0189-003-0000	CA067102031	160715-RA-A2-R-15C	\$1,213.26	\$606.63	X	\$606.63	\$60.66	\$18.20	\$865.49	\$404,588.00	Sacramento [5]	2026
Myra Sien	2969 Benita Dr Rancho Cordova 95670	058-0105-010-0000	CA067102036	160722-CA-RA-HPR-R-15C	\$1,885.17	\$682.59	X	\$682.59	\$68.26	\$20.48	\$1,771.32	\$62,543.00	Sacramento [5]	2026
Patricia Anderson, Roy Johnson	57123 Ortopa St Sacramento CA 95824	037-011-005-0000	CA067102036	160913-CA-RA-HPR-R-15C	\$2,584.14	\$1,282.09	X	\$1,282.09	\$128.21	\$36.95	\$1,865.82	\$206,918.00	Sacramento [5]	2026
Myra Sien	2969 Benita Dr Rancho Cordova 95670	058-0105-010-0000	CA067102748	160930-CA-RA-R-15C	\$2,343.65	\$1,171.83	X	\$1,171.82	\$117.18	\$35.15	\$1,324.15	\$62,543.00	Sacramento [5]	2026
Doris McKernon	4522 Rustin Rd Carmichael CA 95608	247-0034-003-0000	CA067105468	170629-CA-RA3-HPRCA4-R-15C	\$1,976.36	\$0.00	X	\$1,976.36	\$197.64	\$59.29	\$2,233.29	\$126,857.00	Sacramento [5]	2026
Angel Rodriguez-Lopez, Suzanne Rodriguez-Lopez	7644 Walsh Way Sacramento CA 95832	052-0074-011-0000	CA067106316	170929-CA-RA-HPR-R-15C	\$2,642.08	\$0.00	X	\$2,642.08	\$264.21	\$79.26	\$2,985.55	\$97,325.00	Sacramento [5]	2026
Leonard Marino	2024 Waterford Rd Sacramento CA 95815	277-0221-015-0000	CA067106820	170929-CA-RA-HPR-R-15C	\$2,872.34	\$0.00	X	\$2,872.34	\$287.23	\$86.17	\$3,245.74	\$60,170.00	Sacramento [5]	2026
Brenda Coats, Gary Coats	2629 Sheridan Way Sacramento CA 95821	917-0231-001-0000	CA067106876	180112-CA-RA-HPR-R-25C	\$2,847.40	\$0.00	X	\$2,847.40	\$284.74	\$85.42	\$3,217.56	\$67,822.00	Sacramento [5]	2026
Hector Solis, Dana Solis	6259 Alice Rav Cir San Diego CA 95633	510-0142-032-0000	CA067107132	180112-CA-RA-HPR-R-25C	\$1,298.96	\$648.88	X	\$648.88	\$64.89	\$19.48	\$1,733.91	\$322,207.00	Sacramento [5]	2026
Regina Thompson	5109 Sittow WAY Sacramento CA 95821	039-0114-001-0000	CA067107172	180406-CA-RA-HPR-R-25CDE	\$1,841.83	\$0.00	X	\$1,841.83	\$184.18	\$55.25	\$2,066.08	\$206,018.00	Sacramento [5]	2026
Jeffrey Fite, Anita Fite	1156 Newington Way Elk Grove CA 95758	116-0460-071-0000	CA067107575	180427-CA-RA-HPR-R-15CDE	\$5,600.58	\$0.00	X	\$5,600.58	\$560.06	\$168.02	\$6,328.66	\$334,067.00	Sacramento [5]	2026
Beverly Waterman	252 FORD RD Sacramento CA 95838	250-0311-014-0000	CA067108193	180417-CA-RA-HPR-R-15DCE	\$1,163.22	\$0.00	X	\$1,163.22	\$116.32	\$34.90	\$1,314.44	\$157,544.00	Sacramento [5]	2026
Elvira Chin	7663 COUNTRYFIELD DR SACRAMENTO CA 95828	115-0460-039-0000	CA067109255	200228-CA-RA-HPR-R-25F	\$3,319.52	\$1,659.76	X	\$1,659.76	\$165.98	\$49.79	\$1,875.53	\$403,789.00	Sacramento [5]	2026
Stephan Saak	4130 Debra Cir Oceanside 92056	162-282-09-00	RS04886C-140317	140425-CA-PB-R-15B	\$1,225.58	\$0.00	X	\$1,225.58	\$122.56	\$36.77	\$1,384.91	\$529,866.00	San Diego	2026
Bonnie Green	13342 Scotsman Rd Lakeside 92041	397-090-46-00	RS086624N-140821	150406-8E-R-04-20	\$2,173.81	\$0.00	X	\$2,173.81	\$217.38	\$65.21	\$2,456.40	\$488,572.00	San Diego	2026
Gloria McCollum, Joseph Suchma	9965 Dumbur Ln El Cajon 92021	602-120-41-00	RS091247N-140710	150406-8E-R-04-20	\$4,612.08	\$0.00	X	\$4,612.08	\$461.21	\$138.36	\$5,211.65	\$1,000,000.00	San Diego	2026
Norm Dawson, Larry Dawson	1404 Lomas St San Diego 92103	452-483-01-00	RS070107N-141030	150407-8E-R-04-20	\$1,218.14	\$0.00	X	\$1,218.14	\$121.81	\$35.54	\$1,374.81	\$563,705.00	San Diego	2026
Catherine Prout, Lionel Prout	10697 Viaccha Dr San Diego 92124	455-191-31-00	RS022108N-140702	150406-8E-R-04-20	\$4,184.90	\$0.00	X	\$4,184.90	\$418.49	\$125.55	\$4,728.94	\$321,023.00	San Diego	2026
Carolina Soto, Efrain Soto, Gonzalo Soto, Maria Soto	3402 Linda Vista Dr San Marcos 92078	719-022-37-00	RS076637C-141201	150713-8E-WR-R-08-20B	\$2,936.68	\$1,468.34	X	\$1,468.34	\$146.83	\$44.05	\$1,659.22	\$319,848.00	San Diego	2026
Barbara Alto, Raymond Alto	620 Pitman St Escondido 92027	225-500-14-00	RS074687N-141230	150713-8E-WR-R-08-20B	\$3,182.38	\$0.00	X	\$3,182.38	\$318.24	\$95.47	\$3,596.09	\$204,723.00	San Diego	2026
Carol Roseberry	3357 Dye Rd Ramona 92065	283-055-23-00	RS072425A-150131	150713-8E-WR-R-08-20B	\$2,135.54	\$1,067.77	X	\$1,067.77	\$106.78	\$32.03	\$1,206.58	\$742,845.00	San Diego	2026
Carol Rodriguez, Joaquin Rodriguez	1120 Mulroy Way Vista 92083	719-212-35-00	RS057143N-150706	151022-8E-WR-R-03-10C	\$1,122.44	\$1,561.22	X	\$1,561.22	\$156.12	\$46.84	\$1,764.18	\$242,485.00	San Diego	2026
Gary Hood, Nancy Hood	5422 Kipling Ln Carlsbad 92008	212-102-37-00	RS054909P-150729	151022-8E-WR-R-03-10C	\$2,290.62	\$1,145.31	X	\$1,145.31	\$114.53	\$34.36	\$1,294.20	\$429,051.00	San Diego	2026
Mark Livingston, Michelle Livingston	5002 Millwood Rd San Diego 92117	615-201-13-00	RS050107N-150721	151022-8E-WR-R-03-10C	\$6,149.96	\$0.00	X	\$6,149.96	\$614.99	\$184.50	\$6,949.46	\$563,705.00	San Diego	2026
Corrila Hughes	31851 St San Diego 92102	545-302-13-00	RS040044N-150430	151022-8E-WR-R-03-10C	\$3,765.48	\$0.00	X	\$3,765.48	\$376.55	\$112.96	\$4,254.99	\$126,745.00	San Diego	2026
Mark Livingston, Michelle Livingston	4432 Marocco Dr San Diego 92115	473-091-07-00	RS049484N-150909	151022-8E-WR-R-07-20C	\$2,984.00	\$0.00	X	\$2,984.00	\$298.40	\$89.52	\$3,371.92	\$304,424.00	San Diego	2026
Barbara Carfield	12635 Paseo Del Verano 65 San Diego 92128	773-680-01-65	RS059039N-150619	151022-8E-WR-R-10-10C	\$1,612.18	\$806.09	X	\$806.09	\$80.61	\$24.18	\$910.88	\$417,896.00	San Diego	2026
Hector Amara, Julieta Amara	829 Via Bella Monica San Marcos 92078	219-450-31-00	RS058076C-150627	160114-8E-WR-R-02-10C	\$1,337.04	\$668.52	X	\$668.52	\$66.85	\$20.06	\$755.43	\$191,010.00	San Diego	2026
Alan Lewis	340 Avenida De Las Rosas Encinitas 92024	259-442-04-00	RS059618C-150615	160114-8E-WR-R-02-10C	\$1,051.63	\$0.00	X	\$1,051.63	\$105.16	\$31.55	\$1,188.34	\$1,406,100.00	San Diego	2026
Albert Ye, Pingping Tian	40745 Via Ranchitos Fallbrook CA 92028	102-180-91-00	RS055208N-150723	160114-8E-WR-R-04-20C	\$2,636.42	\$0.00	X	\$2,636.42	\$263.64	\$79.09	\$2,979.15	\$1,406,794.00	San Diego	2026
Alan Lewis	340 Avenida De Las Rosas Encinitas 92024	259-442-04-00	RS051698N-151127	160512-8E-CA-RA2-R-06-10C										

Margarita Christensen, Stephan Christensen	1337 Carla Ct Ripon 95366	259-450-230-000	RSJ90869N-150924	160512-BE-CA-RA-R-02-10C	\$4,311.32	\$2,155.66	X	\$2,155.66	\$215.57	\$64.67	\$2,435.90	\$130,971.00	San Joaquin	2026
Cynthia Lundquist	274 Prado Way Stockton 95207	081-030-200-000	RSJ89180N-160218	160512-BE-CA-RA-R-03-15C	\$2,394.22	\$1,197.11	X	\$1,197.11	\$119.71	\$35.91	\$1,352.73	\$83,127.00	San Joaquin	2026
Denise Delgadillo	2488 E Market St Stockton 95205	153-220-540-000	CA077105179	160819-CA-RA-R-10C	\$2,868.00	\$1,434.00	X	\$1,434.00	\$143.40	\$43.02	\$1,620.42	\$43,335.00	San Joaquin	2026
Wanda Hunt	1037 Weatherbee Ave Manteca 95337	214-055-130-000	CA077106100	161114-CA-RA-R-15C	\$996.34	\$499.17	X	\$499.17	\$49.92	\$14.98	\$564.07	\$184,311.00	San Joaquin	2026
Alidreana Hendrix, Elijah Hendrix, [Jnanyia Gilmore	756 Prairie Dunes DR Lathrop CA 95330	196-090-670-000	CA077105663	161114-CA-RA-R-25C	\$1,854.36	\$0.00	X	\$1,854.36	\$185.44	\$55.53	\$2,095.33	\$301,442.00	San Joaquin	2026
James Mills, Jackie Mills	1026 Laurel Ave Lodi CA 95242	039-020-040-000	CA077107842	170714-CA-RA3-HPRCA2-R-10C	\$2,229.64	\$0.00	X	\$2,229.64	\$222.96	\$66.89	\$2,519.49	\$389,821.00	San Joaquin	2026
Clyde Lindberg	1821 Alegra DR Tracy CA 95376	232-020-380-000	CA077108272	170811-CA-RA-HPRCA2-R-15C	\$1,901.40	\$0.00	X	\$1,901.40	\$190.14	\$57.04	\$2,148.58	\$96,606.00	San Joaquin	2026
Alidreana Hendrix, Elijah Hendrix, [Jnanyia Gilmore	756 Prairie Dunes DR Lathrop CA 95330	196-090-670-000	CA077107946	170811-CA-RA-HPR-R-25C	\$1,968.82	\$0.00	X	\$1,968.82	\$196.88	\$59.06	\$2,224.76	\$301,442.00	San Joaquin	2026
Mardi Hook	706 S Mills Ave Lodi CA 95242	033-050-020-000	CA077109019	171208-CA-RA-HPR-R-20C	\$3,037.36	\$1,518.68	X	\$1,518.68	\$151.87	\$45.56	\$1,716.11	\$110,267.00	San Joaquin	2026
Willa De Caranza	711 S Garfield St Lodi CA 95240	047-321-120-000	CA077108824	171215-CA-RA-HPR-R-10C	\$1,900.84	\$950.42	X	\$950.42	\$95.04	\$28.51	\$1,073.97	\$187,546.00	San Joaquin	2026
Danny Willingham	741 Edan AVE Stockton CA 95207	061-122-030-000	CA077108670	180112-CA-RA-HPR-R-15C	\$1,852.28	\$0.00	X	\$1,852.28	\$185.23	\$55.57	\$2,093.08	\$102,736.00	San Joaquin	2026
207 Granada Way Tracy CA 95376	214-310-020-000	CA077109417	180112-CA-RA-HPR-R-15C	\$1,623.40	\$0.00	X	\$1,623.40	\$162.34	\$48.70	\$1,824.84	\$142,864.00	San Joaquin	2026	
Alberto Peralas	911 Lloyd St Lodi CA 95240	040-430-490-000	CA077109807	180525-CA-RA-HPR-R-15CDE	\$756.97	\$0.00	X	\$756.97	\$75.70	\$22.71	\$855.38	\$65,628.00	San Joaquin	2026
Alberto Peralas	911 Lloyd ST Lodi CA 95240	047-430-490-000	CA077110095	180525-CA-RA-HPR-R-15CDE	\$1,114.75	\$0.00	X	\$1,114.75	\$111.48	\$33.44	\$1,259.67	\$65,628.00	San Joaquin	2026
Georgianna Castro	10480 S Priest RD French Camp CA 95231	193-290-130-000	CA077109491	180713-CA-RA-HPR-R-20DCE	\$2,177.72	\$0.00	X	\$2,177.72	\$217.77	\$65.33	\$2,460.82	\$227,962.00	San Joaquin	2026
Ronald Pruett	756 E Poplar St Stockton CA 95205	141-204-120-000	CA077111034	190201-CA-RA-HPR-R-20EF	\$1,340.80	\$0.00	X	\$1,340.80	\$134.08	\$40.22	\$1,515.10	\$65,958.00	San Joaquin	2026
Lydia Fisher	436 BLOSSOM DR RIPON CA 95366	259-550-510-000	CA077112085	200619-CA-RA-HPR-R-15F0	\$1,582.64	\$0.00	X	\$1,582.64	\$158.26	\$47.48	\$1,788.38	\$253,578.00	San Joaquin	2026
Elamaria Fortenbach	225 Wellington Dr San Carlos 94070	049-321-190	RS985522N-151116	160512-BE-CA-RA2-R-07-15C	\$4,698.75	\$2,349.38	X	\$2,349.37	\$234.94	\$70.48	\$2,654.79	\$1,186,128.00	San Mateo	2026
Elamaria Fortenbach	225 Wellington Dr San Carlos 94070	049-321-190	CA081104000	160520-CA-RA-R-20C	\$2,020.32	\$1,010.16	X	\$1,010.16	\$101.02	\$30.30	\$1,141.48	\$1,186,128.00	San Mateo	2026
Elamaria Fortenbach	225 Wellington Dr San Carlos 94070	049-321-190	CA081104043	161209-CA-RA2-R-20C	\$4,059.23	\$2,029.62	X	\$2,029.61	\$202.96	\$60.89	\$2,293.46	\$1,186,128.00	San Mateo	2026
Alejandra Duran	936 Crystal Springs Rd San Bruno CA 94066	020-284-140	CA081104479	171117-CA-RA-HPR-R-25C	\$4,106.69	\$2,053.35	X	\$2,053.34	\$205.33	\$61.60	\$2,320.27	\$344,844.00	San Mateo	2026
Alejandra Duran	936 Crystal Springs Rd San Bruno CA 94066	020-284-140	CA081104494	180316-CA-RA-HPR-R-25CD	\$6,343.80	\$3,171.90	X	\$3,171.90	\$317.19	\$95.16	\$3,584.25	\$344,844.00	San Mateo	2026
JENNELL TORIO	2600 Medina Dr San Bruno CA 94066	017-362-180	CA081104676	211007-CA-RPP-R-10	\$1,503.89	\$0.00	X	\$1,503.89	\$150.39	\$45.12	\$1,699.40	\$271,756.00	San Mateo	2026
Rachel Erfurth, Robert Erfurth	696-13-047	RS095498N-140805	150046-BE-R-03-15	\$8,858.38	\$0.00	X	\$8,858.38	\$885.84	\$265.75	\$10,009.97	\$2,098,069.00	Santa Clara	2025	
Valente Diaz	1758 Margaret St San Jose CA 95116	481-28-042	CA085102993	170922-CA-RA-HPR-R-10C	\$2,705.36	\$1,352.68	X	\$1,352.68	\$135.27	\$40.58	\$1,528.53	\$57,971.00	Santa Clara	2025
Shariene Lopez	1402 WILLOWTREE CT San Jose CA 95118	451-02-085	161130-CA-RA-HPR-R-15C	\$1,482.60	\$0.00	X	\$1,482.60	\$148.26	\$44.78	\$1,686.04	\$168,604.00	Santa Clara	2026	
Luai Xianhuang	16785 China Gulch Dr Anderson CA 96007	205-740-012-000	CA0809101490	180504-CA-RA-HPR-R-20CED	\$4,446.94	\$0.00	X	\$4,446.94	\$444.69	\$133.41	\$5,025.04	\$555,192.00	Shasta	2025
Joy Johnston-Peacock, Robert Peacock	2100 Vineyard Hills Ct Vacaville 95688	0129-440-020	RS094694N-150222	150713-BE-WR-R-07-20C	\$6,126.16	\$0.00	X	\$6,126.16	\$612.62	\$183.78	\$6,922.56	\$694,219.00	Solano [5]	2026
Ravi Shankar	1116 Sacramento St Vallejo 94590	0056-101-170	RS091994C-160212	160826-CA-RA-R-15C	\$1,240.24	\$620.12	X	\$620.12	\$62.01	\$18.60	\$700.73	\$512,000.00	Solano [5]	2026
Hugo Palomino	260 Archer Pl Dixon CA 95620	0116-102-030	CA095108367	171020-CA-RA-HPR-R-15C	\$3,054.18	\$0.00	X	\$3,054.18	\$305.42	\$91.63	\$3,451.23	\$121,476.00	Solano [5]	2026
CONNIE PENDLETON	1143 BUCKTHORN LN Fairfield CA 94533	0168-383-080	CA095109729	190809-CA-RA-HPR-R-20F	\$3,421.30	\$0.00	X	\$3,421.30	\$342.13	\$102.64	\$3,866.07	\$249,710.00	Solano [5]	2026
Bonnie Braxton, Terrence Hariston	412 MCGUIRE CIR VALLEJO CA 94589	0068-392-300	CA095109953	201009-CA-RA-HPR-R-10C	\$6,964.06	\$0.00	X	\$6,964.06	\$696.41	\$208.92	\$7,869.39	\$240,492.00	Solano [5]	2026
Myri Trias	1910 BENITON ST SANTA ROSA CA 95404	180-796-038-000	CA095103823	190809-CA-RA-HPR-R-15DE	\$1,755.28	\$0.00	X	\$1,755.28	\$175.53	\$52.06	\$1,983.47	\$17,852.00	Sonoma	2026
Ana Stewart, Douglas Stewart	792 Portland Ln Healdsburg CA 95448	002-353-020-000	CA097103478	190809-CA-RA-HPR-R-15F	\$1,114.38	\$0.00	X	\$1,114.38	\$111.44	\$33.43	\$1,259.25	\$1,290,805.00	Sonoma	2026
Barbara Anchondo, Joseph Anchondo	2605 Cromwell Ave Modesto 95350	005-041-074-000	RSL94886N-141228	150713-BE-WR-R-06-15H	\$158.76	\$0.00	X	\$158.76	\$15.88	\$4.76	\$179.40	\$162,096.00	Stanislaus	2026
Sean Choy	1605 Delphine Ave Modesto 95350	054-005-013-000	RSL89276N-160307	160512-BE-CA-RA-R-04-20C	\$3,518.12	\$0.00	X	\$3,518.12	\$351.81	\$105.54	\$3,975.47	\$270,911.00	Stanislaus	2026
Katharine Griffin, Richard Griffin	2705 Riverbend Dr Modesto 95351	039-063-014-000	CA099105936	160513-CA-RA2-R-15C	\$2,143.64	\$0.00	X	\$2,143.64	\$214.36	\$64.31	\$2,422.31	\$310,567.00	Stanislaus	2026
Lynette Amos	1921 Innsbrook Dr Modesto 95350	054-051-032-000	CA099106307	170217-CA-RA-R-25C	\$1,493.12	\$746.56	X	\$746.56	\$74.66	\$22.40	\$843.62	\$130,338.00	Stanislaus	2026
Victor John, Jason John	3001 Park Royal Dr Ceres CA 95307	053-039-077-000	CA099107601	170428-CA-RA3-HPR-R-15C	\$2,040.56	\$0.00	X	\$2,040.56	\$204.06	\$61.22	\$2,305.85	\$298,555.00	Stanislaus	2026
Paul Biesemann	3964 Sematines Dr Modesto CA 95356	055-032-080-000	CA099108664	170804-CA-RA-HPR-R-15C	\$1,521.82	\$0.00	X	\$1,521.82	\$152.18	\$45.65	\$1,719.65	\$460,573.00	Stanislaus	2026
Steven Hufson, Theresa Hufson	15201 Iron Ct Oakdale CA 95361	054-075-059-000	CA099109111	171027-CA-RA-HPR-R-15C	\$2,435.94	\$0.00	X	\$2,435.94	\$243.59	\$73.08	\$2,752.61	\$406,045.00	Stanislaus	2026
David Adams, Angela Adams	2429 Bordona Dr Riverbank CA 95367	075-051-044-000	CA099101613	171201-CA-RA-HPR-R-10C	\$2,805.56	\$0.00	X	\$2,805.56	\$280.56	\$84.17	\$3,170.29	\$23,645.00	Stanislaus	2026
Rosalio Perez, Olivia Perez	469 S WALTON AVE YUBA CITY CA 95903	057-150-079-000	CA101108775	200110-CA-RA-HPR-R-25F	\$1,601.64	\$800.82	X	\$800.82	\$80.08	\$24.02	\$904.92	\$403,258.00	Sutter	2025
Alice Nielsen, Glen Nielsen	16775 Oak Hollow DR Cottonwood 96022	007-580-035-000	RTC95960N-160301	160909-CA-RA-R-20C	\$3,106.98	\$0.00	X	\$3,106.98	\$310.70	\$93.21	\$3,510.89	\$66,144.00	Tehama	2025
Irene Garza, Robert Garza	3048 W Tulare Ave Visalia 93277	095-023-001-000	CA107106964	160617-CA-RA-R-10C	\$1,735.88	\$0.00	X	\$1,735.88	\$173.59	\$52.08	\$1,961.55	\$198,413.00	Tulare	2025
Jose Bermudez, Maria Cortez	592 E Poplar Ave Porterville 93257	261-291-020-000	CA107107368	161028-CA-RA2-R-15C	\$1,188.02	\$0.00	X	\$1,188.02	\$118.80	\$35.64	\$1,342.46	\$93,582.00	Tulare	2025
Jose Bermudez, Maria Cortez	592 E Poplar Ave Porterville 93257	261-291-020-000	CA107107319	161118-CA-RA2-R-15C	\$782.64	\$0.00	X	\$782.64	\$78.26	\$23.48	\$884.38	\$93,582.00	Tulare	2025
Marcos Lemus	509 S Vista ST Visalia 93292	101-041-006-000	CA107107415	170113-CA-RA2-R-20C	\$1,892.24	\$946.12	X	\$946.12	\$94.61	\$28.38	\$1,098.11	\$83,339.00	Tulare	2025
Albert Velasco, Irene Velasco	1533 Orchard ST Tulare 93274	182-184-015-000	CA107107840	170210-CA-RA-R-20C	\$2,747.36	\$1,373.68	X	\$1,373.68	\$137.37	\$41.21	\$1,552.26	\$159,675.00	Tulare	2026
Monica Martinez-Martinez	4245 W Monte Vista Ave Visalia 93277	119-152-006-000	CA107107889	170317-CA-RA3-R-10C	\$1,768.44	\$0.00	X	\$1,768.44	\$176.84	\$53.05	\$1,998.33	\$151,523.00	Tulare	2025
Jesse Corella, Claudia Romero	639 W Lark AVE Visalia CA 93291	090-241-082-000	CA107108735	170929-CA-RA-HPR-R-10C	\$1,937.32	\$968.66	X	\$968.66	\$96.87	\$29.06	\$1,094.59	\$117,215.00	Tulare	2025
Peggy Dockum	1576 College Ave Dinuba, CA 93618	018-250-024-000	CA107109002	180112-CA-RA-HPR-R-10C	\$1,480.42	\$740.21	X	\$740.21	\$74.02	\$22.21	\$836.44	\$28,708.00	Tulare	2025
Jackie Winter	780 GERRY LN PORTERVILLE CA 93257	247-250-035-000	CA107109634	181026-CA-RA-HPR-R-25E	\$1,645.90	\$0.00	X	\$1,645.90	\$164.59	\$49.38	\$1,859.87	\$65,828.00	Tulare	2025
Dallas Joseph Reedom	12909 AVENUE 80 PIXLEY CA 93256	316-040-007-000	CA107110074	200221-CA-RA-HPR-R-25F	\$1,230.64	\$0.00	X	\$1,230.64	\$123.06	\$36.92	\$1,390.62	\$78,576.00	Tulare	2025
Nan Ballagh, Susan Ballagh-Peters	2238 Oakdale Ave Stimi Valley 93063	651-0-163-025	RVT84655N-150729	151022-BE-WR-R-05-15C	\$3,999.62	\$1,999.81	X	\$1,999.81	\$199.98	\$59.99	\$2,259.78	\$600,378.00	Ventura	2026
Adrian Rosales, Erika Rosales	702 Forest Loop Dr Port Huememe 93041	207-0-114-205	CA111101076	160506-CA-RA-R-20C	\$823.42	\$0.00	X	\$823.42	\$82.34	\$24.70	\$930.46	\$627,879.00	Ventura	2026
Traci Ginnett	966 Ulica Ave Ventura 93004	087-0-065-085	RVT92777N-151215	160512-BE-CA-RA2-R-07-15C	\$2,871.94	\$1,435.97	X	\$1,435.97	\$143.60	\$43.08	\$1,622.65	\$842,724.00	Ventura	2026
Arcelia Servantes	4152 Florence St Simi Valley 93063	618-0-134-055	RVT92966N-151202	160512-BE-CA-RA2-R-07-15C	\$3,541.39	\$1,770.70	X	\$1,770.69	\$177.07	\$53.12	\$2,000.88	\$76,424.00	Ventura	2026
Patricia Smith	7403 Village 7 Camarillo 93012	170-0-090-165	CA111100950	160512-BE-CA-RA-R-03-15C	\$1,721.60	\$0.00	X	\$1,721.60	\$172.16	\$51.65	\$1,945.41	\$454,093.00	Ventura	2026
Adrian Rosales, Erika Rosales	702 Forest Loop Dr Port Huememe 93041	207-0-114-205	CA111100983	160512-BE-CA-RA-R-03-15C	\$2,867.68	\$0.00	X	\$2,867.68	\$286.77	\$86.03	\$3,240.48	\$627,879.00	Ventura	2026
Benjamin Koplan, Kristine Koplan	1663 Valccroft Ave Westlake Village CA 91361	096-0-141-095	CA111102705	170804-CA-RA-HPRCA4-R-20C	\$3,567.90	\$1,783.95	X	\$1,783.95	\$178.40	\$53.52	\$2,015.87	\$1,432,390.00	Ventura	2026
Sara Pyle	1043 W Iris St Oxnard CA 93033	203-0-242-245	CA111103555	180302-CA-RA-HPR-R-25CD	\$1,181.55	\$0.00	X	\$1,181.55	\$118.16	\$35.45	\$1,335.16	\$58,540.00	Ventura	



Western Riverside Council of Governments WRCOG Executive Committee

Staff Report

Subject: Approval of the Fiscal Year 2026/2027 TUMF Central, Hemet / San Jacinto, and Pass Zones' 5-Year Transportation Improvement Programs

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

Date: August 3, 2026

Recommended Action(s):

1. Approve the Fiscal Year 2026/2027 TUMF Central Zone 5-Year Transportation Improvement Program.
2. Approve the Fiscal Year 2026/2027 TUMF Hemet / San Jacinto Zone 5-Year Transportation Improvement Program.
3. Approve the Fiscal Year 2026/2027 TUMF Pass Zone 5-Year Transportation Improvement Program.

Summary:

Staff and elected officials representing each jurisdiction within the TUMF Central, Hemet / San Jacinto, and Pass Zones have met to discuss and approve funding allocations for individual projects in the TUMF Program. The result of these meetings is a 5-year, Zone-specific, Transportation Improvement Program (TIP), which must be approved by the WRCOG Executive Committee.

Purpose / WRCOG 2022-2027 Strategic Plan Goal:

The purpose of this item to request approval of the Fiscal Year 2026/2027 TUMF Central, Hemet / San Jacinto, and Pass Zones' TIPs. 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

WRCOG's TUMF Program is a regional fee program designed to provide transportation and transit infrastructure that mitigates the impact of new growth in western Riverside County. The WRCOG subregion is divided into five Zones with each jurisdiction a part of one Zone. The County of Riverside is a member of all TUMF Zones due to the unincorporated areas within each Zone area. Representatives from the five TUMF Zones meet annually to allocate fee revenue to eligible infrastructure projects

through a 5-year TIP.

Present Situation

TUMF funds are programmed through a collaborative exercise involving each of WRCOG's member agencies which participate in the TUMF Program. The Executive Committee from the TUMF Northwest and Southwest Zones have met and recommended approval of their respective TIPs. These TIPs were vetted by WRCOG and member agency staff and were recommended for approval by the Zone Executive Committees. Zones are represented by the following member agencies:

1. Central Zone: Cities of Menifee, Moreno Valley, and Perris, the County of Riverside Districts 1, 3, & 5, and the March Air Reserve Base.
2. Hemet / San Jacinto Zone: Cities of Hemet and San Jacinto, and the County of Riverside Districts 3 & 5.
3. Pass Zone: Cities of Banning, Beaumont, Calimesa, and the County of Riverside District 5.

The WRCOG Executive Committee is being asked to approve these TIPs so that local agencies may enter into reimbursement agreements with WRCOG on the project funding allocated.

Prior Action(s):

June 22, 2026: The TUMF Hemet / San Jacinto Zone Executive Committee recommended that the WRCOG Executive Committee approve the Fiscal Year 2026/2027 TUMF Hemet / San Jacinto Zone 5-Year Transportation Improvement Program.

June 22, 2026: The TUMF Central Zone Executive Committee recommended that the WRCOG Executive Committee approve the Fiscal Year 2026/2027 TUMF Central Zone 5-Year Transportation Improvement Program.

June 22, 2026: The TUMF Pass Zone Executive Committee recommended that the WRCOG Executive Committee approve the Fiscal Year 2026/2027 TUMF Pass Zone 5-Year Transportation Improvement Program.

March 18, 2026: The TUMF Pass Zone TAC Committee recommended that the WRCOG Executive Committee approve the Fiscal Year 2026/2027 TUMF Pass Zone 5-Year Transportation Improvement Program.

March 17, 2026: The TUMF Central Zone TAC Committee recommended that the WRCOG Executive Committee approve the Fiscal Year 2026/2027 TUMF Central Zone 5-Year Transportation Improvement Program.

March 4, 2026: The TUMF Hemet / San Jacinto Zone TAC Committee recommended that the WRCOG Executive Committee approve the Fiscal Year 2026/2027 TUMF Hemet / San Jacinto Zone 5-Year Transportation Improvement Program.

Financial Summary:

Any reimbursements of TUMF-related expenses authorized on the approved Central, Hemet/San

Jacinto, and Pass Zones' TIPs will be funded through the TUMF Account (Fund 220). The anticipated revenue reflects current funds held by WRCOG for the TIPs and also anticipated revenues. Payments are only made after the WRCOG member agency secures a reimbursement agreement for those expenditures with WRCOG. Payments occur after receiving a reimbursement request, which is then reviewed by WRCOG staff and 3rd party consultants to ensure consistency with the TUMF Administrative Plan.

Attachment(s):

[Attachment 1 - 2026 Central Zone 5-Year Transportation Improvement Program.pdf](#)

[Attachment 2 - 2026 Hemet / San Jacinto Zone 5-Year Transportation Improvement Program.pdf](#)

[Attachment 3 - 2026 Pass Zone 5-Year Transportation Improvement Program.pdf](#)

Attachment

2026 TUMF Central Zone 5-Year Transportation Improvement Program



Fiscal Year 2026/2027 Central Zone 5-Year Transportation Improvement Program

Fiscal Year			FY26/27	FY27/28	FY28/29	FY29/30	FY30/31	Current Programmed Phase Balance	Total Phase Payments/ Expenditures	Reimbursement Agreement Values	Last Invoiced	Max Share (2024)
Forecast Revenues			\$ 8,000,000	\$ 8,040,000	\$ 8,080,200	\$ 8,161,002	\$ 8,242,612	\$ 82,667,178	\$ (25,600,105)			
Carryover Revenues (/)			\$ 20,873,409	\$ (32,516,769)	\$ (38,753,769)	\$ (37,673,569)	\$ (29,512,567)					
Available Revenue			\$ 28,873,409	\$ (24,476,769)	\$ (30,673,569)	\$ (29,512,567)	\$ (21,269,955)					
Programmed Expenditures												
County of Riverside												
06-CN-RCY-1103	Cajalco Road, Alexander Street to I-215 (3.280 mi. 2 to 4 lanes)	PLN	\$ 2,653,376	\$ -	\$ -	\$ -	\$ -	\$ 2,653,376	\$ (1,107,962)	\$ 4,761,338	4/10/2026	\$ 87,252,000
		ENG	\$ 1,158,447	\$ -	\$ -	\$ -	\$ -	\$ 1,158,447	\$ (1,341,553)	\$ 1,500,000		
23-CN-RCY-1199	Nuevo Rd (Dunlap Dr to Menifee Rd)	PLN	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ 500,000	\$ -	No Agreement	N/A	\$ 2,505,000
23-CN-RCY-1318	Gilman Springs Rd (SR-60 to SR-79)	PLN	\$ 975,968	\$ -	\$ -	\$ -	\$ -	\$ 975,968	\$ (24,032)	\$ 1,000,000	4/10/2026	\$ 18,388,000
		ROW	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (2,000,000)	\$ 2,000,000		
25-CN-RCY-1410	Nuevo Road Bridge (Over San Jacinto River)	CON	\$ -	\$ 2,900,000	\$ 2,000,000	\$ -	\$ -	\$ 4,900,000	\$ -	No Agreement	N/A	\$ 5,568,000
City of Menifee												
18-CN-MEN-1181	Holland Road (Antelope to Haun) & I-215 Overcrossing	CON	\$ 1,500,000	\$ -	\$ -	\$ -	\$ -	\$ 1,500,000	\$ (11,255,000)	\$ 12,755,000	3/6/2025	\$ 24,441,000
18-CN-MEN-1182	Scott Road Widening (Sunset Ave to I-215)	PLN	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (851,757)	\$ 150,000	11/20/2025	\$ 17,337,000
		ENG	\$ 1,202,643	\$ -	\$ -	\$ -	\$ -	\$ 1,202,643	\$ (1,017,357)	\$ 2,220,000		
		ROW	\$ 1,018,857	\$ 1,009,000	\$ -	\$ -	\$ -	\$ 2,027,857	\$ (481,143)	\$ 2,809,000		
20-CN-MEN-1183	McCall/I-215 Interchange	PLN	\$ 351,800	\$ -	\$ -	\$ -	\$ -	\$ 351,800	\$ (1,071,693)	\$ 1,423,493	7/11/2025	\$ 18,243,000
		ENG	\$ 1,351,955	\$ -	\$ -	\$ -	\$ -	\$ 1,351,955	\$ (27,970)	\$ 1,379,925		
		ROW	\$ 2,903,700	\$ -	\$ -	\$ -	\$ -	\$ 2,903,700	\$ (2,070)	\$ 405,770		
21-CN-MEN-1197	McCall Blvd Widening (Aspell Rd to Menifee Rd)	PLN	\$ 74,520	\$ -	\$ -	\$ -	\$ -	\$ 74,520	\$ (57,480)	\$ 132,000	9/20/2023	\$ 2,288,000
		ENG	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (330,000)	\$ 330,000		
		ROW	\$ 532,426	\$ -	\$ -	\$ -	\$ -	\$ 532,426	\$ (15,574)	\$ 548,000		
		CON	\$ 1,849,000	\$ -	\$ -	\$ -	\$ -	\$ 1,849,000	\$ -	\$ 1,507,000		
23-CN-MEN-1189	Menifee Road Widening (Garbani Road to Scott Road)	PLN	\$ 89,637	\$ -	\$ -	\$ -	\$ -	\$ 89,637	\$ (194,363)	\$ 284,000	7/18/2025	\$ 4,353,000.00
		ENG	\$ 395,012	\$ -	\$ -	\$ -	\$ -	\$ 395,012	\$ (313,988)	\$ 709,000		
		ROW	\$ 1,156,895	\$ -	\$ -	\$ -	\$ -	\$ 1,156,895	\$ (19,105)	\$ 1,176,000		
		CON	\$ -	\$ 2,184,000	\$ -	\$ -	\$ -	\$ 2,184,000	\$ -	\$ -		
24-CN-MEN-1316	Ethanac Ave Grade Separation at BNSF	PLN	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ 500,000	\$ -	\$ 500,000	N/A	\$ 105,560,000
		ROW	\$ 2,000,000	\$ -	\$ -	\$ -	\$ -	\$ 2,000,000	\$ -	\$ -		
25-CN-MEN-1411	Holland Road (Bradley Road to Haun Road)	ENG	\$ 595,000	\$ -	\$ -	\$ -	\$ -	\$ 595,000	\$ -	\$ 595,000	N/A	\$ 11,439,000
		ROW	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000	\$ -	\$ 1,000,000		
		CON	\$ -	\$ 2,684,000	\$ -	\$ -	\$ -	\$ 2,684,000	\$ -	\$ 2,684,000		
25-CN-MEN-1412	Garbani Rd/I-215 Interchange	ENG	\$ -	\$ -	\$ 5,000,000	\$ -	\$ -	\$ 5,000,000	\$ -	No Agreement	N/A	\$ 42,483,000



City of Moreno Valley																					
20-CN-MOR-1184	Redlands Blvd/SR-60 Interchange	PLN	\$	2,612,264	\$	-	\$	-	\$	-	\$	2,612,264	\$	(887,736)	\$	3,500,000.00	2/28/2025	\$	32,698,000		
		ENG	\$	5,000,000	\$	-	\$	-	\$	-	\$	-	\$	5,000,000	\$	-				\$	-
		ROW	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-				\$	-
22-CN-MOR-1307	WLC/SR-60 Interchange	PLN	\$	-	\$	-	\$	-	\$	-	\$	-	\$	(250,000)	\$	250,000	10/1/2025	\$	32,698,000		
		ENG	\$	4,715,885	\$	-	\$	-	\$	-	\$	-	\$	4,715,885	\$	(2,534,115)				\$	7,250,000
		ROW	\$	2,500,000	\$	4,500,000	\$	-	\$	-	\$	-	\$	7,000,000	\$	-				\$	5,000,000
		CON	\$	5,750,000	\$	-	\$	-	\$	-	\$	-	\$	5,750,000	\$	-				\$	-
City of Perris																					
13-CN-PER-1165	Perris Boulevard Widening, Phase II (4th to Case Rd)	ROW	\$	-	\$	1,000,000	\$	-	\$	-	\$	-	\$	1,000,000	\$	-	No Agreement	N/A	\$3,626,629 (Deducted from 1164)		
		CON	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-					
24-CN-PER-1314	Ethanac Rd (Goetz to Keystone, 0 to 4 lanes) w/Bridge	CON	\$	12,291,936	\$	-	\$	-	\$	-	\$	-	\$	12,291,936	\$	(1,606,064)	\$13,898,000	3/5/2026	\$	11,624,000	
25-CN-PER-1414	Ethanac Road/I-215 Interchange	ENG	\$	5,000,000	\$	-	\$	-	\$	-	\$	-	\$	5,000,000	\$	-	No Agreement	N/A	\$	32,698,000	
26-CN-PER-1422	Ramona Expressway/I-215 Interchange	PLN	\$	1,000,000	\$	-	\$	-	\$	-	\$	-	\$	1,000,000	\$	-	No Agreement	N/A	\$	-	
City of Moreno Valley/ March JPA																					
16-CN-MOR-1179	Heacock Street, San Michele Road to Harley Knox Boulevard (0.74 mi. 2 to 4 lanes)	PLN	\$	-	\$	-	\$	-	\$	-	\$	-	\$	(150,000)	\$	150,000	10/1/2025	\$	1,740,000		
		ENG	\$	399,857	\$	-	\$	-	\$	-	\$	-	\$	399,857	\$	(61,143)				\$	461,000
		ROW	\$	311,000	\$	-	\$	-	\$	-	\$	-	\$	311,000	\$	-				\$	311,000
Total Programmed Capital Expenditures			\$	61,390,178	\$	14,277,000	\$	7,000,000	\$	-	\$	-									
Total Programmed Balance Carryover*			\$	(32,516,769)	\$	(38,753,769)	\$	(37,673,569)	\$	(29,512,567)	\$	(21,269,955)									

Notes:

Phases: planning=PLN, engineering=ENG, right-of-way=ROW, construction=CON

Attachment

2026 TUMF Hemet/San Jacinto Zone 5-Year Transportation Improvement Program



Fiscal Year 2026/2027 Hemet/San Jacinto Zone 5-Year Transportation Improvement Program

Fiscal Year			FY26-27	FY27-28	FY28-29	FY29-30	FY30-31	Current Phase Balance	Total Phase Payments/ Expenditures	Last Invoice	Reimbursement Agreement Amount	Max Share (2024)
Forecast Revenues			\$ 6,000,000	\$ 6,180,000	\$ 6,365,400	\$ 6,556,362	\$ 6,753,053	\$ 36,680,668	\$ (27,975,992)			
Carryover Revenues ()			\$ 16,857,083	\$ (3,123,585)	\$ (3,643,585)	\$ (1,278,185)	\$ 5,278,177					
Available Revenues			\$ 22,857,083	\$ 3,056,415	\$ 2,721,815	\$ 5,278,177	\$ 12,031,230					
Funded Expenditures								Phase**				
City of Hemet												
24-HS-HEM-1317	Warren Rd (Domenigoni to Esplanade)	PLN	\$ 1,500,000	\$ -	\$ -	\$ -	\$ -	\$ 1,500,000	\$ -	N/A	\$ 1,000,000	\$ 19,926,000
		ROW	\$ 1,000,000	\$ 500,000	\$ -	\$ -	\$ -	\$ 1,500,000	\$ -		\$ -	
		CON	\$ -	\$ 4,000,000	\$ 4,000,000	\$ -	\$ -	\$ 8,000,000	\$ -		\$ -	
City of San Jacinto												
20-HS-RCY-1201	State St (Gilman Springs to Community College Dr)	PLN	\$ 59,535	\$ -	\$ -	\$ -	\$ -	\$ 59,535	\$ -	5/8/2026	\$ 59,535	\$ 3,317,000
		ENG	\$ 109,105	\$ -	\$ -	\$ -	\$ -	\$ 109,105	\$ (40,016)		\$ 149,121	
		ROW	\$ 247,779	\$ -	\$ -	\$ -	\$ -	\$ 247,779	\$ -		\$ 247,779	
		CON	\$ 681,565	\$ 2,200,000	\$ -	\$ -	\$ -	\$ 2,881,565	\$ -		\$ 681,565	
20-HS-SJC-1202	Warren Rd (Upper Line to Ramona Expy, 1.75 miles)	PLN	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ 150,000	\$ -	5/8/2026	\$ 150,000	\$ 6,792,000
		ENG	\$ 92,981	\$ -	\$ -	\$ -	\$ -	\$ 92,981	\$ (82,019)		\$ 175,000	
		CON	\$ 4,482,000	\$ -	\$ -	\$ -	\$ -	\$ 4,482,000	\$ -		\$ 4,482,000	
26-HS-SJC-1419	Ramona Expressway (Main to Cedar)	PLN	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000	\$ -	-	\$ -	
Cities of San Jacinto and Hemet												
05-HS-SJC-1025	Esplanade Ave, Warren Road to State St (Phase I & II) (3.53 mi. 2 to 4 lanes)	PLN	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (384,105)	5/1/2026	\$ 294,025	\$ 9,700,000
		ENG	\$ 16,783	\$ -	\$ -	\$ -	\$ -	\$ 16,783	\$ (580,772)		\$ 876,000	
		ROW	\$ 524,717	\$ -	\$ -	\$ -	\$ -	\$ 524,717	\$ (475,283)		\$ 1,000,000	
		CON	\$ 5,630,000	\$ -	\$ -	\$ -	\$ -	\$ 5,630,000	\$ -		\$ 5,630,000	
20-HS-HEM-1306	Esplanade Ave, Warren Road to Sanderson St - South Side Improvements (1.5 mi)	PLN	\$ 17,290	\$ -	\$ -	\$ -	\$ -	\$ 17,290	\$ (32,710)	4/18/2025	\$ 50,000	\$ 9,320,000
		ENG	\$ 18,913	\$ -	\$ -	\$ -	\$ -	\$ 18,913	\$ (131,087)		\$ 150,000	
		CON	\$ 1,700,000	\$ -	\$ -	\$ -	\$ -	\$ 1,700,000	\$ -		\$ -	
County of Riverside												
23-HS-RCY-1305	SR-79 Realignment (Winchester/Newport Road to Ramona Expressway)	ENG	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (8,750,000)	3/18/2025	\$ 20,000,000	\$ 56,690,000
		ROW	\$ 8,750,000	\$ -	\$ -	\$ -	\$ -	\$ 8,750,000	\$ (17,500,000)		\$ 15,000,000	
Total Funded Capital Expenditures			\$ 25,980,668	\$ 6,700,000	\$ 4,000,000	\$ -	\$ -					
Total Funded Balance Carryover*			\$ (3,123,585)	\$ (3,643,585)	\$ (1,278,185)	\$ 5,278,177	\$ 12,031,230					

Programmed Carryover Balance does not reflect actual Zone available cash

Phases: planning=PLN, engineering=ENG, right-of-way=ROW, construction=CON

Reimbursement Detail Tracked on Separate Spreadsheet

Attachment

2026 TUMF Pass Zone 5-Year Transportation Improvement Program



Fiscal Year 2026/2027 Pass Zone 5-Year Transportation Improvement Program

Fiscal Year			FY26-27	FY27-28	FY28-29	FY29-30	FY30-31	Current Programmed Phase Balance	Total Phase Payments/ Expenditures	Last Invoice	Reimbursement Agreement Values	Max Share (2024)	
Forecast Revenues			\$ 4,500,000	\$ 4,635,000	\$ 4,774,050	\$ 4,917,272	\$ 5,064,790	\$ 52,885,069	\$ (5,671,346)				
Carryover Revenues ()			\$26,115,656	\$ (8,594,413)	\$ (15,134,413)	\$ (12,360,363)	\$ (7,443,092)	4.5%					
Available Revenues			\$ 30,615,656	\$ (3,959,413)	\$ (10,360,363)	\$ (7,443,092)	\$ (2,378,302)						
Programmed/Expenditures			Phase**										
Cities of Banning and Beaumont													
17-PS-BAN-1191	Highland Springs Avenue Interchange	PLN	\$ 1,628,321	\$ 1,000,000	\$ -	\$ -	\$ -	\$ 2,628,321	\$ (2,871,679)	4/10/2026	\$ 5,500,000	\$32,516,000	
		ENG	\$ -	\$ -	\$ 2,000,000	\$ -	\$ -	\$ 2,000,000	\$ -		\$ -		
		ROW	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -		
		CON	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -		
City of Banning								\$ -					
06-PS-BAN-1206	Sun Lakes Blvd Extension (Highland Home to Sunset)	PLN	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (601,732)	5/7/2026	\$ 500,000	\$30,502,000	
		ENG	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (685,562)		\$ 500,000		
		ROW	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (217,525)		\$ -		
		CON	\$ 16,686,945	\$ 3,000,000	\$ -	\$ -	\$ -	\$ 19,686,945	\$ -		\$ 19,000,000		
City of Beaumont								\$ -					
19-PS-BEA-1204	Potrero Boulevard Interchange (Phase II)	PLN	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (15,558)	8/8/2024	\$ -	\$29,561,000	
		ENG	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (599,903)		\$ 600,000		
		ROW	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -		
		CON	\$ 13,500,000	\$ -	\$ -	\$ -	\$ -	\$ 13,500,000	\$ -		\$ 13,500,000		
City of Calimesa								\$ -					
19-PS-CAL-1205	County Line Road/I-10 Interchange	PLN	\$ -	\$ -	\$ -	\$ -	\$ 500,000	\$ 500,000	\$ -	N/A	N/A	\$32,698,000	
		ENG	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -
		ROW	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -
		CON	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -
16-PS-CAL-1189	Cherry Valley Boulevard Interchange	PLN	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	\$59,773,000	
		ENG	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 2,100,000		
		ROW	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -		
		CON	\$ -	\$ 2,100,000	\$ -	\$ -	\$ -	\$ 2,100,000	\$ -		\$ -		
20-PS-CAL-1208	Singleton Rd/I-10 Interchange	PLN	\$ 23,036	\$ -	\$ -	\$ -	\$ -	\$ 23,036	\$ (276,964)	11/20/2025	\$ 300,000	\$38,423,000	
		ENG	\$ 256,182	\$ -	\$ -	\$ -	\$ -	\$ 256,182	\$ (343,818)		\$ 600,000		
		ROW	\$ 2,044,103	\$ -	\$ -	\$ -	\$ -	\$ 2,044,103	\$ (55,087)		\$ 2,100,000		
		CON	\$ 5,000,000	\$ 5,000,000	\$ -	\$ -	\$ -	\$ 10,000,000	\$ -		\$ 5,000,000		
WRCOG													
25-PS-RCY-1415	Pass Zone ITS		\$ 71,482	\$ 75,000	\$ -	\$ -	\$ -	\$ 146,482	\$ (3,518)	4/10/2026	\$ 150,000	\$ -	
Total Programmed Capital Expenditures			\$ 39,210,069	\$ 11,175,000	\$ 2,000,000	\$ -	\$ 500,000	\$ 52,885,069					
Total Programmed Carryover Balance*			\$ (8,594,413)	\$ (15,134,413)	\$ (12,360,363)	\$ (7,443,092)	\$ (2,878,302)						

\$ 52,738,587

NOTES:

Total Funded Carryover Balance does not reflect actual available cash.
Cherry Valley Interchange & Highland Springs Interchange funding shown above from
part of Beaumont Settlement.
** Phase: planning=PLN, engineering=ENG, right-of-way=ROW, construction=CON.



Western Riverside Council of Governments WRCOG Executive Committee

Staff Report

Subject: TUMF Program Activities Update: Approval of Three TUMF Reimbursement Agreements and Three TUMF Reimbursement Agreement Amendments

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

Date: August 3, 2026

Recommended Action(s):

1. Authorize the Executive Director to execute a TUMF Reimbursement Agreement with the County of Riverside for the Planning Phase of the Temescal Canyon Road / Interstate 15 Interchange Improvements Project in an amount not to exceed \$500,000.
2. Authorize the Executive Director to execute a TUMF Reimbursement Agreement with the County of Riverside for the Planning Phase of the Ethanac Road / Interstate 215 Interchange Improvements Project in an amount not to exceed \$5,000,000.
3. Authorize the Executive Director to execute a TUMF Reimbursement Agreement with the City of Riverside for the Planning, Engineering, Right-of-Way, and Construction Phases of the University Avenue / Central Avenue / Alessandro Boulevard ITS Project in an amount not to exceed \$2,500,000.
4. Authorize the Executive Director to execute a TUMF Reimbursement Agreement Amendment with the City of Hemet for the Planning, Engineering, and Construction Phases of the Esplanade Improvements Project in an amount not to exceed \$1,900,000.
5. Authorize the Executive Director to execute a TUMF Reimbursement Agreement Amendment with the City of Riverside for the Planning, Engineering, and Right-of-Way Phases of the Third Street Grade Separation Project in an amount not to exceed \$18,035,561.
6. Authorize the Executive Director to execute a TUMF Reimbursement Agreement Amendment with the County of Riverside for the Planning Phase of the Wood Road Widening Project in an amount not to exceed \$847,000.

Summary:

The County of Riverside and the City of Riverside are both requesting to enter into TUMF Reimbursement Agreements with WRCOG for improvements on Temescal Canyon Road / I-15 Interchange, Ethanac Road / I-215 Interchange and University Avenue / Central Avenue / Alessandro Boulevard ITS Projects, respectively.

The Cities of Hemet and Riverside, along with the County of Riverside, are all requesting to enter into TUMF Reimbursement Agreement Amendments with WRCOG for improvements on projects across Esplanade Avenue, Third Street Grade Separation, and Wood Road, respectively.

The total allocation of money across the project is \$28,782,561.

Purpose / WRCOG 2022-2027 Strategic Plan Goal:

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

Discussion:

Background

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

Present Situation

TUMF Reimbursement Agreements:

1. The proposed Temescal Canyon Road / I-15 Interchange improvements Project is located in Temescal Valley, California, in the unincorporated area of the County of Riverside. The requested funding will fund data collection, field reviews, and conceptual geometrics concept / alternatives needed to establish a preliminary design footprint. The County is requesting funding for the Planning Phase of the project in an amount not to exceed \$500,000.
2. The proposed Ethanac Road / Interstate 215 Interchange improvements Project is located in Perris, California, and will study interchange improvements to accommodate immediate and long-term growth along Ethanac Road. The Project will develop and evaluate multiple build alternatives, including a no-build alternative, to establish a preferred alternative that supports the region. The County is requesting funding for the Planning Phase of the Project in an amount not to exceed \$5,000,000.
3. The proposed University Avenue / Central Avenue / Alessandro Boulevard ITS Project is located in Riverside, California, and will work on the preparation of construction-ready plans, specifications, and estimates, as well as construction of the City's top two priority intelligent transportation system projects along the University Avenue (Innovation Corridor) and the Alessandro Boulevard / Central Avenue corridor.

TUMF Reimbursement Agreement Amendments:

1. The proposed Esplanade Avenue Improvement Project amendment will amend a previously approved Reimbursement Agreement. The first agreement was written for the Planning and

Engineering Phases of the project for \$200,000. The City of Hemet is requesting an increase to the amount of the previous agreements for the Construction Phase of the Project in an amount of \$1,700,000, for a total not to exceed \$1,900,000.

2. The proposed Wood Road Widening Project amendment will amend two previously approved Reimbursement Agreements and amendments. The first Reimbursement Agreement was written for the Planning Phases of the Project for \$400,000. The second Reimbursement Agreement was an amendment for the Planning Phase of the project for \$1,347,000. The County of Riverside is requesting a decrease to the previous amount of the Planning Phase of the project in an amount of \$500,000, for a total not to exceed \$847,000.
3. The proposed Third Street Grade Separation Project amendment will amend four previously approved Reimbursement Agreements and amendments. The first Reimbursement Agreement was written for the Planning and Engineering Phases of the project for \$4,000,000. The second Reimbursement Agreement was the first amendment to the Project for the Planning, Engineering, and Right-of-Way Phases of the project for \$8,250,000. The third Reimbursement Agreement was the second amendment of the Project for the Planning, Engineering, and Right-of-Way Phases of the project for \$11,250,000. The fourth Reimbursement Agreement was the third amendment of the Project for the Planning, Engineering, and Right-of-Way Phases of the project for \$13,750,000. The City of Riverside is requesting an increase to the combined amount of the previous Reimbursement Agreements for the Planning, Engineering, and Right-of-Way Phases of the project in an amount of \$4,285,561, for a total not to exceed \$18,035,561.

Prior Action(s):

June 13, 2025: The Executive Committee authorized the Executive Director to execute a TUMF Reimbursement Agreement Amendment No. 3 with the City of Riverside for the Planning, Engineering, and Right-of-Way phases of the Third Street Grade Separation project in an amount not to exceed \$13,750,000.

February 3, 2025: The Executive Committee authorized the Executive Director to execute a TUMF Reimbursement Agreement Amendment No. 1 with the County of Riverside for the Planning phase of the Wood Road Widening project in an amount not to exceed \$1,347,000.

September 9, 2024: The Executive Committee authorized the Executive Director to execute a TUMF Reimbursement Agreement Amendment No. 2 with the City of Riverside for the Planning, Engineering, and Right-of-Way phases of the Third Street Grade Separation project in an amount not to exceed \$11,250,000.

March 4, 2024: The Executive Committee authorized the Executive Director to execute a TUMF Reimbursement Agreement with the City of Hemet for the Planning and Engineering Phases of the Esplanade Avenue Road Widening Project in an amount not to exceed \$200,000.

April 4, 2022: The Executive Committee authorized the Executive Director to execute a TUMF Reimbursement Agreement with the County of Riverside for the Planning Phase of the Wood Road Widening Project in an amount not to exceed \$400,000.

December 7, 2020: The Executive Committee authorized the Executive Director to execute a TUMF Reimbursement Agreement Amendment No. 1 with the City of Riverside for the Planning, Engineering,

and Right-of-Way Phases of the Third Street Grade Separation Project in an amount not to exceed \$8,250,000.

June 4, 2018: The Executive Committee authorized the Executive Director to execute a TUMF Reimbursement Agreement with the City of Riverside for the Planning and Engineering Phases of the Third Street Grade Separation Project in an amount not to exceed \$4,000,000.

Financial Summary:

The Reimbursement Agreements noted are consistent with and included in the respective Zone TIP. These liabilities are reflected as fiduciary fund long-term debt in WRCOG's financials under the TUMF Fund (Fund 220).

Attachment(s):

[Attachment 1 - TUMF Reimbursement Agreement - Temescal Canyon Rd-I-15 Interchange \(26-NW-RCY-1420\).pdf](#)

[Attachment 2 - TUMF Reimbursement Agreement - Ethanac Road-I-215 Interchange \(25-CN-PER-1414\).pdf](#)

[Attachment 3 - TUMF Reimbursement Agreement - University Avenue-Central Avenue-Alessandro Boulevard ITS Project \(26-NW-RIV-1421\).pdf](#)

[Attachment 4 - TUMF Reimbursement Agreement - Amendment No. 1 - Esplanade Ave Improvements \(20-HS-HEM-1306\).pdf](#)

[Attachment 5 - TUMF Reimbursement Agreement - Amendment No. 4 - Third Street GSP \(16-NW-RIV-1190\).pdf](#)

[Attachment 6 - TUMF Reimbursement Agreement - Amendment No. 2 - Wood Road \(21-NW-RCY-1303\).pdf](#)

Attachment

TUMF Reimbursement Agreement –
Temescal Canyon Road/Interstate 15
Interchange Improvements

(26-NW-RCY-1420)

**TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM
AGREEMENT TO REIMBURSE TUMF FUNDS
TEMESCAL CANYON ROAD/INTERSTATE 15 INTERCHANGE IMPROVEMENTS
PLANNING (PLN) PHASE**

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

RECITALS

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

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

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

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

AGREEMENT

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

1. Description of the Qualifying Project. This Agreement is intended to distribute TUMF Program Funds to the AGENCY for **TEMESCAL CANYON ROAD/INTERSTATE 15 IMPROVEMENTS** (the “Project”), a Qualifying Project. The Work, including a timetable and a detailed scope of work, is more fully described in Exhibit “A” attached hereto and incorporated herein by reference and, pursuant to Section 20 below, is subject to modification if requested by the AGENCY and approved by WRCOG. The work shall be consistent with one or more of the defined WRCOG Call for Projects phases detailed herein as follows:

1) Planning (PLN)

2. WRCOG Funding Amount. WRCOG hereby agrees to distribute to AGENCY, on the terms and conditions set forth herein, a sum not to exceed **FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00)**, to be used for reimbursing the AGENCY for eligible Project expenses

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. Termination.

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

(b) Effect of Termination. In the event that the AGENCY terminates this Agreement, the AGENCY shall, within 180 days, repay to WRCOG any unexpended TUMF Program Funds provided to the AGENCY under this Agreement and shall complete any portion or segment of work for the Project for which TUMF Program Funds have been provided. In the event that WRCOG terminates this Agreement, WRCOG shall, within 90 days, distribute to the AGENCY TUMF Program Funds in an amount equal to the aggregate total of all unpaid invoices which have been received from the AGENCY regarding the Project at the time of the notice of termination; provided, however, that WRCOG shall be entitled to exercise its rights under Section

5(b), including but not limited to conducting a review of the invoices and requesting additional information. Upon such termination, the AGENCY shall, within 180 days, complete any portion or segment of work for the Project for which TUMF Program Funds have been provided. This Agreement shall terminate upon receipt by the non-terminating Party of the amounts due to it hereunder and upon completion of the segment or portion of Project work for which TUMF Program Funds have been provided.

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

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

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

18. Indemnification.

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

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

(c) Effect of Acceptance. The AGENCY shall be responsible for the professional quality, technical accuracy and the coordination of any services provided to complete the Project. WRCOG's review, acceptance or funding of any services performed by the AGENCY

or any other person or entity under this Agreement shall not be construed to operate as a waiver of any rights WRCOG may hold under this Agreement or of any cause of action arising out of this Agreement. Further, the AGENCY shall be and remain liable to WRCOG, in accordance with applicable law, for all damages to WRCOG caused by the AGENCY's negligent performance of this Agreement or supervision of any services provided to complete the Project.

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

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

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

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

(iii) Contain standard separation of insured provisions.

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

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

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

20. Project Amendments. Changes to the characteristics of the Project, including the deadline for Project completion, and any responsibilities of the AGENCY or WRCOG may be requested in writing by the AGENCY and are subject to the approval of WRCOG's Representative, which approval will not be unreasonably withheld, provided that extensions of time for completion of the Project shall be approved in the sole discretion of WRCOG's Representative. Nothing in this Agreement shall be construed to require or allow completion of the Project without full

compliance with the California Environmental Quality Act (Public Resources Code Section 21000 *et seq.*; “CEQA”) and the National Environmental Policy Act of 1969 (42 USC 4231 *et seq.*), if applicable, but the necessity of compliance with CEQA and/or NEPA shall not justify, excuse, or permit a delay in completion of the Project.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS

COUNTY OF RIVERSIDE

RECOMMENDED FOR APPROVAL:

By: _____
Chris Gray
Interim Executive Director

By: _____ :
Dennis Acuna
Director of Transportation

APPROVED TO FORM:

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: _____
Steven C. DeBaun
General Counsel

By: _____
Stephanie Nelson
Deputy County Counsel

APPROVAL BY THE COUNTY BOARD
OF SUPERVISORS:

By: _____
Chair, County Board of Supervisors

ATTEST:
Kimberly Rector
Clerk of the Board

By: _____
Deputy

EXHIBIT “A”**SCOPE OF WORK**

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

The Temescal Canyon Road/Interstate 15 (I-15) Interchange Improvements (Project) is located in Temescal Valley, California in the unincorporated area of the County of Riverside (Agency). The proposed Project will identify the interchange improvements need and purpose, and evaluate preliminary alternatives.

The PLN phase will include data collection, field reviews, conceptual geometrics concept/alternatives needed to establish a preliminary design footprint. Once the footprint is established potential environmental constraints, preliminary utility conflicts, and planning level right of way requirements will be identified. PLN phase will also include analysis of existing traffic patterns and intersection operations, and preparation of a Project Study Report – Project Development Support (PSR-PDS) document. The PSR-PDS will support programming and progress advanced planning activities that support the future Engineering (ENG) Phase.

EXHIBIT “A-1”**ESTIMATE OF COST**

Phase	TUMF	LOCAL	TOTAL
PLANNING (PLN)	\$500,000.00	\$0	\$500,000.00
ENGINEERING (ENG)			
RIGHT OF WAY (ROW)			
CONSTRUCTION (CON)			
TOTAL	\$500,000.00	\$0	\$500,000.00

EXHIBIT “A-2”

PROJECT SCHEDULE

Phase	Estimated Completion Date	Estimated Cost	Comments
PLN	FY 27/28	\$500,000.00	
ENG			
ROW			
CON			
TOTAL		\$500,000.00	

Elements of Compensation

EXHIBIT “B”

PROCEDURES FOR SUBMITTAL, CONSIDERATION AND PAYMENT OF INVOICES

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

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

Signed _____

Title _____

Date _____

Invoice No. _____

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

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

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

1. ELEMENTS OF COMPENSATION.

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

1.1 DIRECT LABOR COSTS.

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

1.1.1 DIRECT SALARY COSTS

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

1.1.2 MULTIPLIER

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

1.1.2.1 Direct Salary Costs _____

1.1.2.2 Payroll Additives _____

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

1.1.2.3 Overhead Costs _____

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

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

1.2 FIXED FEE.

1.2.1 The fixed fee is \$ _____.

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

1.3 ADDITIONAL DIRECT COSTS.

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

Rates for identified Additional Direct Costs are as follows:

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

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

2. DIRECT SALARY RATES

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

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

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

[__sample__]

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

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

3. INVOICING.

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

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

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

Signed	_____
Title	_____
Date	_____
Invoice No.	_____

4. PAYMENT

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

EXHIBIT B-2
Sample Cover Letter to WRCOG

Date
 Western Riverside Council of Governments
 1955 Chicago Avenue
 Riverside, California 92507
 Attention: Interim Executive Director
 ATTN: Accounts Payable

Re: Project Title - Invoice #__

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

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

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

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

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

By: _____
 Name
 Title

cc:

EXHIBIT B-3
Sample Letter from Contractor to AGENCY

Month/Date/Year

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

Invoice # _____

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

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

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

TOTAL AUTHORIZED CONTRACT AMOUNT:	\$000,000.00

Total Invoice to Date:	\$000,000.00
Total Previously Billed:	\$000,000.00
Balance Remaining:	\$000,000.00

Amount Due this Invoice:	\$000,000.00

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

By: _____
 Name
 Title

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

EXHIBIT B-5
Sample Progress Report

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

A. Activities and Work Completed during Current Work Periods

TASK 01 – 100% PS&E SUBMITTAL

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

B. Current/Potential Problems Encountered & Corrective Action

Problems	Corrective Action
None	None

C. Work Planned Next Period

TASK 01 – 100% PS&E SUBMITTAL

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

Attachment

TUMF Reimbursement Agreement –
Ethanac Road/Interstate 215
Interchange

(25-CN-PER-1414)

**TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM
AGREEMENT TO REIMBURSE TUMF FUNDS
ETHANAC ROAD/INTERSTATE 215 INTERCHANGE
PLANNING (PLN) PHASE**

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

RECITALS

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

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

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

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

AGREEMENT

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

1. Description of the Qualifying Project. This Agreement is intended to distribute TUMF Program Funds to the AGENCY for **ETHANAC ROAD/INTERSTATE 215 INTERCHANGE**, (the “Project”), a Qualifying Project. The Work, including a timetable and a detailed scope of work, is more fully described in Exhibit “A” attached hereto and incorporated herein by reference and, pursuant to Section 20 below, is subject to modification if requested by the AGENCY and approved by WRCOG. The work shall be consistent with one or more of the defined WRCOG Call for Projects phases detailed herein as follows:

1) Planning (PLN)

2. WRCOG Funding Amount. WRCOG hereby agrees to distribute to AGENCY, on the terms and conditions set forth herein, a sum not to exceed **FIVE MILLION DOLLARS (\$5,000,000.00)**, to be used for reimbursing the AGENCY for eligible Project expenses as

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. Termination.

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

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

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

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

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

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

18. Indemnification.

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

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

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

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

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

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

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

(iii) Contain standard separation of insured provisions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS

COUNTY OF RIVERSIDE

RECOMMENDED FOR APPROVAL:

By: _____
Chris Gray
Interim Executive Director

By: _____ :
Dennis Acuna
Director of Transportation

APPROVED TO FORM:

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: _____
Steven C. DeBaun
General Counsel

By: _____
Stephanie Nelson
Deputy County Counsel

APPROVAL BY THE COUNTY BOARD
OF SUPERVISORS:

By: _____
Chair, County Board of Supervisors

ATTEST:
Kimberly Rector
Clerk of the Board

By: _____
Deputy

EXHIBIT “A”**SCOPE OF WORK**

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

The Project is located in the City of Perris and will study interchange improvements to accommodate immediate and long term growth along Ethanac Road, including the widening and reconfiguration of the existing Ethanac Road / Interstate 215 interchange to improve traffic operations, safety, and regional mobility. The Project will develop and evaluate multiple build alternatives, including a no-build alternative, to establish a preferred alternative that supports the regions planned development and goods movement within the corridor.

The PLN phase will achieve Project Approval and Environmental Document, which includes data collection, field reviews, survey coordination, and preliminary geometric design and alternatives analysis needed to establish a design footprint. Once the footprint is established, traffic and environmental technical studies will be completed and used to prepare the necessary Environmental Documents and Caltrans Project Report to support environmental approvals. The PLN phase will also address utility and right-of-way needs, conceptual drainage and stormwater requirements, preliminary geotechnical and structures recommendations, construction staging and traffic handling concepts, preliminary construction cost estimates, and a Final Project Report to support subsequent Engineering (ENG), Right of Way (ROW), and Construction (CON) Phases.

EXHIBIT “A-1”**ESTIMATE OF COST**

Phase	TUMF	LOCAL	TOTAL
PLANNING (PLN)	\$5,000,000.00	\$0	\$5,000,000.00
ENGINEERING (ENG)			
RIGHT OF WAY (ROW)			
CONSTRUCTION (CON)			
TOTAL	\$5,000,000.00	\$0	\$5,000,000.00

EXHIBIT “A-2”

PROJECT SCHEDULE

Phase	Estimated Completion Date	Estimated Cost	Comments
PLN	FY 29/30	\$5,000,000.00	
ENG			
ROW			
CON			
TOTAL		\$5,000,000.00	

Elements of Compensation

EXHIBIT “B”

PROCEDURES FOR SUBMITTAL, CONSIDERATION AND PAYMENT OF INVOICES

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

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

Signed _____

Title _____

Date _____

Invoice No. _____

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

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

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

1. ELEMENTS OF COMPENSATION.

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

1.1 DIRECT LABOR COSTS.

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

1.1.1 DIRECT SALARY COSTS

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

1.1.2 MULTIPLIER

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

1.1.2.1 Direct Salary Costs _____

1.1.2.2 Payroll Additives _____

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

1.1.2.3 Overhead Costs _____

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

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

1.2 FIXED FEE.

1.2.1 The fixed fee is \$ _____.

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

1.3 ADDITIONAL DIRECT COSTS.

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

Rates for identified Additional Direct Costs are as follows:

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

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

2. DIRECT SALARY RATES

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

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

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

[__sample__]

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

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

3. INVOICING.

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

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

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

Signed _____
 Title _____
 Date _____
 Invoice No. _____

4. PAYMENT

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

EXHIBIT B-2
Sample Cover Letter to WRCOG

Date
 Western Riverside Council of Governments
 1955 Chicago Avenue
 Riverside, California 92507
 Attention: Interim Executive Director
 ATTN: Accounts Payable

Re: Project Title - Invoice #__

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

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

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

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

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

By: _____
 Name
 Title

cc:

EXHIBIT B-3
Sample Letter from Contractor to AGENCY

Month/Date/Year

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

Invoice # _____

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

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

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

TOTAL AUTHORIZED CONTRACT AMOUNT:	\$000,000.00

Total Invoice to Date:	\$000,000.00
Total Previously Billed:	\$000,000.00
Balance Remaining:	\$000,000.00

Amount Due this Invoice:	\$000,000.00

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

By: _____
 Name
 Title

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

EXHIBIT B-5
Sample Progress Report

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

A. Activities and Work Completed during Current Work Periods

TASK 01 – 100% PS&E SUBMITTAL

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

B. Current/Potential Problems Encountered & Corrective Action

Problems	Corrective Action
None	None

C. Work Planned Next Period

TASK 01 – 100% PS&E SUBMITTAL

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

Attachment

TUMF Reimbursement Agreement –
University Avenue/Central Avenue –
Alessandro Boulevard ITS Project

(26-NW-RIV-1421)

**TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM
 AGREEMENT TO REIMBURSE TUMF FUNDS
 UNIVERSITY AVENUE / CENTRAL AVENUE-ALESSANDRO BOULEVARD
 INTELLIGENT TRANSPORTATION SYSTEM (ITS) PROJECT**

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

RECITALS

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

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

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

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

AGREEMENT

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

1. Description of the Qualifying Project. This Agreement is intended to distribute TUMF Program Funds to the AGENCY for the University Avenue/Central Avenue-Alessandro Boulevard Intelligent Transportation Systems (ITS) 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 TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (\$2,500,000), to be used for reimbursing the AGENCY for eligible Project expenses as described in Section 3 herein (“Funding Amount”). The Parties acknowledge and agree that the Funding Amount may be less than the actual cost of the Project. Nevertheless, the Parties acknowledge and agree that WRCOG shall not be obligated to contribute TUMF Program Funds in excess of the maximum TUMF share identified in the TUMF Nexus Study (“Maximum TUMF Share”), as may be amended from time to time.

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

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

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

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

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

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

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

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

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

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

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

10. AGENCY's Local Match Contribution. 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 its INTERIM CITY MANAGER, or his or her designee, as the AGENCY's representative to WRCOG. The AGENCY's representative shall have the authority to act on behalf of the AGENCY for all purposes under this Agreement and shall coordinate all activities of the Project under the AGENCY's responsibility. The AGENCY shall work closely and cooperate fully with WRCOG's representative and any other agencies which may have jurisdiction over or an interest in the Project.

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

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

15. Termination.

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

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

event that WRCOG terminates this Agreement, WRCOG shall, within 90 days, distribute to the AGENCY TUMF Program Funds in an amount equal to the aggregate total of all unpaid invoices which have been received from the AGENCY regarding the Project at the time of the notice of termination; provided, however, that WRCOG shall be entitled to exercise its rights under Section 5(b), including but not limited to conducting a review of the invoices and requesting additional information. Upon such termination, the AGENCY shall, within 180 days, complete any portion or segment of work for the Project for which TUMF Program Funds have been provided. This Agreement shall terminate upon receipt by the non-terminating Party of the amounts due to it hereunder and upon completion of the segment or portion of Project work for which TUMF Program Funds have been provided.

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

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

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

18. Indemnification.

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

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

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

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

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

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

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

(iii) Contain standard separation of insured provisions.

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

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

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

20. Project Amendments. Changes to the characteristics of the Project, including the deadline for Project completion, and any responsibilities of the AGENCY or WRCOG may be

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

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

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

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

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

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

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

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

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

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

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

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

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

If to AGENCY: City of Riverside City Hall
 Public Works Department (4th Floor)
 Traffic Engineering Division
 3900 Main Street
 Riverside, CA 92822

Telephone: 951-826-5311
 Facsimile: 951-826-5542

If to WRCOG: Western Riverside Council of Governments
 1955 Chicago Avenue; Suite 200
 Riverside, California 92507
 Attention: 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 RIVERSIDE

By: _____ Date: _____

By: _____ Date: _____

Interim City Manager

Approved to Form:

Approved to Form:

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

By: _____ Date: _____
Donesia Gause
City Clerk

By: _____ Date: _____
James Johnson
City Attorney

By: _____ Date: _____
Julie Nemes
Finance Director

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

The scope of work consists of the preparation of construction-ready plans, specifications, and estimates (PS&E) as well as construction of the City’s top two priority intelligent transportation system projects along the University Avenue (Innovation Corridor) and the Alessandro Boulevard-Central Avenue corridor. The University Avenue (Innovation Corridor) component will integrate a fully functional and interconnected fiber optic communications system that links the City’s Traffic Management Center (TMC) at Riverside City Hall (3900 Main St Riverside, CA 92822) to the intersection of University Avenue and Kim Wilcox Drive. The Alessandro Boulevard-Central Avenue component will integrate a fully functional and interconnected fiber optic communications system that spans the intersection of Central Avenue and Magnolia Avenue to the intersection of Alessandro Boulevard and Meridian Parkway-Sycamore Canyon Boulevard.

EXHIBIT “A-1”**ESTIMATE OF COST**

Phase	TUMF	LOCAL	TOTAL
PA&ED	\$150,000		\$150,000
PS&E	\$300,000		\$300,000
RIGHT OF WAY	\$50,000		\$50,000
CONSTRUCTION	\$2,000,000		\$2,000,000
TOTAL	\$2,500,000		\$2,500,000

EXHIBIT “A-2”
PROJECT SCHEDULE

TIMETABLE:

Phase	Estimated Completion Date	Estimated Cost	Comments
PA&ED	December 2027	\$150,000	
PS&E	June 2028	\$300,000	
RIGHT OF WAY	December 2028	\$50,000	
CONSTRUCTION	December 2029	\$2,000,000	
TOTAL		\$2,500,000	

Elements of Compensation

EXHIBIT “B”

PROCEDURES FOR SUBMITTAL, CONSIDERATION AND PAYMENT OF INVOICES

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

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

Signed _____

Title _____

Date _____

Invoice No. _____

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

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

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

1. ELEMENTS OF COMPENSATION.

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

1.1 DIRECT LABOR COSTS.

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

1.1.1 DIRECT SALARY COSTS

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

1.1.2 MULTIPLIER

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

1.1.2.1 Direct Salary Costs _____

1.1.2.2 Payroll Additives _____

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

1.1.2.3 Overhead Costs _____

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

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

1.2 FIXED FEE.

1.2.1 The fixed fee is \$ _____.

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

1.3 ADDITIONAL DIRECT COSTS.

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

Rates for identified Additional Direct Costs are as follows:

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

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

2. DIRECT SALARY RATES

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

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

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

[__sample__]

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

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

3. INVOICING.

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

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

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

Signed _____
 Title _____
 Date _____
 Invoice No. _____

4. PAYMENT

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

EXHIBIT B-2
Sample Cover Letter to WRCOG

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

Re: Project Title - Invoice #__

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

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

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

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

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

By: _____
 Name
 Title

cc:

EXHIBIT B-3
Sample Letter from Contractor to AGENCY

Month/Date/Year

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

Invoice # _____

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

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

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

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

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

By: _____
Name
Title

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

EXHIBIT B-5
Sample Progress Report

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

A. Activities and Work Completed during Current Work Periods

TASK 01 – 100% PS&E SUBMITTAL

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

B. Current/Potential Problems Encountered & Corrective Action

Problems	Corrective Action
None	None

C. Work Planned Next Period

TASK 01 – 100% PS&E SUBMITTAL

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

Attachment

TUMF Reimbursement Agreement –
Amendment No. 1 –
Esplanade Avenue Road
Improvements

(20-HS-HEM-1306)

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

ESPLANADE IMPROVEMENTS TUMF PROJECT

This Amendment No. 1 to Transportation Uniform Mitigation Fee Program Agreement (“Amendment No. 1”) is entered into this _____ day of _____, 2026, by and between the WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS (“WRCOG”) and CITY OF HEMET (“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 April, 23rd, 2024 (“Agreement”). The Agreement provides the terms and conditions, scope of work, schedule and funding amount for the construction of the ESPLANADE IMPROVEMENTS TUMF PROJECT-CIP 5706 Project #20-HS-HEM-1306 (hereinafter the “Project”).

B. The Parties desire to amend the Agreement by increasing the funding amount pursuant to Section 6 of the Agreement and revising Exhibits A and A-1 to expand the scope of work and associated project cost estimate.

C. The Parties desire to amend the Agreement to expand the eligible Project scope from engineering design and technical studies to include additional eligible project activities, including construction-related activities, and to revise the Project cost estimate accordingly.

D. The Parties desire to amend the Agreement to increase the maximum TUMF

reimbursement amount from Two Hundred Thousand Dollars (\$200,000) to One Million Nine Hundred Thousand Dollars (\$1,900,000).

AGREEMENT

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

1. The Funding Amount contained in Section 2 of the increased by One Million Seven Hundred Thousand Dollars (\$1,700,000), from Two Hundred Thousand Dollars (\$200,000) to an amount not to exceed One Million Nine Hundred Thousand Dollars (\$1,900,000).

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

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

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

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

6. Section 37 is hereby added to the Agreement to read as follows:

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

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

By: _____
Dr. Kurt Wilson
Executive Director

By: _____
Noah Rau
Interim City Manager

Approved to Form:

Approved to Form:

By: _____
Steven C. DeBaun
General Counsel

By: _____
Steven Graham
City Attorney

Attest:

By: _____
Rosalita Butler
City Clerk

EXHIBIT “A”

SCOPE OF SERVICES

1. **SCOPE OF WORK:** This Agreement is for eligible engineering design, technical studies, construction-related activities, and other eligible project costs necessary to complete the Project in accordance with TUMF Program requirements in support of the Esplanade Avenue Improvements Project between Warren Road and Sanderson Avenue.

EXHIBIT “A-1”**ESTIMATE OF COST**

Phase	TUMF	LOCAL	TOTAL
PA&ED	\$50,000	\$0	\$50,000
PS&E	\$150,000	\$0	\$150,000
RIGHT OF WAY	\$0	\$0	\$0
CONSTRUCTION	\$1,700,000	\$0	\$1,700,000
TOTAL	\$1,900,000	\$0	\$1,900,000

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

The timetable below includes the anticipated schedule for the eligible phases of the Esplanade Avenue Improvements Project, including Project Approvals & Environmental Documentation (PA&ED), Plans, Specifications & Estimates (PS&E), Right-of-Way activities, and construction activities.

Phase	Estimated Completion Date	Estimated Cost	Comments
PA&ED	10/01/2024	\$50,000	
PS&E	12/01/2024	\$150,000	
RIGHT OF WAY	N/A		
CONSTRUCTION	12/30/2027	\$1,700,000	
TOTAL		\$1,900,000	

Attachment

TUMF Reimbursement Agreement –
Amendment No. 4 –
Third Street Grade Separation

(16-NW-RIV-1190)

**AMENDMENT NO. 4 TO TRANSPORTATION UNIFORM MITIGATION FEE
PROGRAM AGREEMENT
THIRD STREET GRADE SEPARATION**

This Amendment No. 4 to Transportation Uniform Mitigation Fee Program Agreement (“Amendment No. 4”) is entered into this day of _____, 2026, by and between the WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS (“WRCOG”) and the **City of Riverside** (“AGENCY”). WRCOG and the AGENCY are sometimes referred to individually as “Party” and collectively as “Parties.”

RECITALS

A. WRCOG and AGENCY have entered into an agreement titled “Transportation Uniform Mitigation Fee Program Agreement” that is dated July 26th, 2018 (“Agreement”). The Agreement provides the terms and conditions, scope of work, schedule and funding amount for the planning and engineering phases of the **Third Street Grade Separation Project** (hereinafter the “Project”).

B. WRCOG and AGENCY have entered into an amendment to the Agreement titled “Amendment No. 1 to Transportation Uniform Mitigation Fee Program Agreement” that is dated March 30, 2021 (“Amendment No. 1”).

C. WRCOG and AGENCY have entered into an amendment to the Agreement titled “Amendment No. 2 to Transportation Uniform Mitigation Fee Program Agreement” that is dated March 25, 2025.

D. WRCOG and AGENCY have entered into an amendment to the Agreement titled “Amendment No. 3 to Transportation Uniform Mitigation Fee Program Agreement” that is dated

September 8th, 2025.

D. The Parties desire to amend the Agreement by increasing 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 Funding Amount contained in Section 2 of the Agreement is hereby increased by **Four Million Two Hundred Eighty-Five Thousand Five Hundred Sixty-One Dollars (\$4,285,561)** from **Thirteen Million Seven Hundred Fifty Thousand Dollars (\$13,750,000)** to an amount not to exceed **Eighteen Million Thirty-Five Thousand Five Hundred Sixty-One Dollars (\$18,035,561)**.
2. The foregoing increase in the Funding Amount is within the Maximum TUMF Share.
3. Exhibits “A-1” and “A-2” of the Agreement are hereby replaced in their entirety by Exhibits “A-1” and “A-2” of this Amendment No. 4, which are attached hereto and incorporated by reference.
4. The above-stated Recitals are hereby fully incorporated into this Amendment No. 4.
5. Except to the extent specifically modified or amended hereunder, all of the terms, covenants and conditions of the Agreement, as previously amended, shall remain in full force and effect between the Parties hereto.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 4 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 RIVERSIDE

By: _____

By: _____
Edward Enriquez,
Acting City Manager

Approved to Form:

Approved to Form:

By: _____
Steven C. DeBaun
General Counsel

By: _____
Rebecca McKee-Reimbold
Interim City Attorney

Attest:

By: _____
Donesia Gause, MMC
City Clerk

Attest:

By: _____
Chief Financial Officer

EXHIBIT “A-1”**ESTIMATE OF COST**

Phase	TUMF	NON-TUMF	TOTAL
PA&ED	\$1,500,000	\$0	\$1,500,000
PS&E	\$5,415,213	\$0	\$5,415,213
RIGHT OF WAY	\$11,120,348	\$18,750,000	\$29,870,348
CONSTRUCTION	\$0	\$62,000,000	\$62,000,000
TOTAL	\$18,035,561	\$80,750,000	\$98,785,561

This Amendment is for PS & E & Right of Way Phase Only.

EXHIBIT “A-2”

PROJECT SCHEDULE

TIMETABLE:

Phase	Estimated Completion Date	Estimated Cost	Comments
PA&ED	12/2020	\$1,500,000	
PS&E	05/2026	\$5,415,213	
RIGHT OF WAY	12/2025	\$29,870,348	
CONSTRUCTION	12/2029	\$62,000,000	
TOTAL		\$98,785,561	

This Amendment is for the PS & E Phase & Right of Way Only.

Attachment

TUMF Reimbursement Agreement –
Amendment No. 2 –
Wood Road Widening

(21-NW-RCY-1303)

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

This Amendment No. 2 to Transportation Uniform Mitigation Fee Program Agreement (“Amendment No. 2”) is entered into this _____ day of _____, 20_____, by and between the **WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS** (“WRCOG”) and **COUNTY OF RIVERSIDE** (“AGENCY”). WRCOG and the AGENCY are sometimes referred to individually as “Party” and collectively as “Parties.”

RECITALS

A. WRCOG and AGENCY have entered into an agreement titled “Transportation Uniform Mitigation Fee Program Agreement” that is dated **June 14, 2022** (“Agreement”) and Amendment No. 1 Transportation Uniform Mitigation Fee Program Agreement that is dated February 19, 2025 (“Amendment No.1”). The Agreement and Amendment No. 1 (“Agreements”) provide the terms and conditions, scope of work, schedule and funding amount for the construction of the **Wood Road Widening** (hereinafter the “Project”).

B. The Parties desire to amend the Agreements by decreasing the funding amount pursuant to Section 6 of the Agreement and Section 1 of the Amendment No. 1.

C. The funding amount specified in the Agreement is being amended to match the funding amount shown in the current Northwest Zone 5-year Transportation Improvement Plan (TIP) for this project. Funds are being decreased for this Project to fund other AGENCY project within the Northwest Zone.

AGREEMENT

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

1. The Funding Amount contained in Section 2 of the Agreement, as amended by Amendment No. 1 is hereby decreased by **Five Hundred Thousand Dollars (\$500,000.00)** from **One Million Three Hundred Forty-Seven Thousand Dollars to an amount not to exceed Eight Hundred Forty Seven Thousand Dollars (\$847,000.00)** for the Project Planning (PLN) phase.

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

3. AGENCY's Local Match Contribution. AGENCY funding is not required, as shown in Exhibit "A" attached hereto.

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS

COUNTY OF RIVERSIDE

By: _____
Chris Gray
Interim Executive Director

By: _____
Dennis Acuna
Director of Transportation

Approved to Form:

Approved to Form:
Mihn C. Tran
County Counsel

By: _____
Steven C. DeBaun
General Counsel

By: _____
Stephanie Nelson
Deputy County Counsel

APPROVAL BY THE COUNTY BOARD
OF SUPERVISORS

By: _____
Chair, County Board of Supervisors

Attest:
Kimberly Rector
Clerk of the Board

By: _____
Deputy

Exhibit A**SCOPE OF SERVICES****Wood Road Widening****SCOPE OF WORK:**

The proposed Project will complete the Project Planning Phase (PLN) to widen Wood Road from a two lane facility to a four lane facility between Cajalco Road to Krameria Avenue. Wood Road connects two key east-west corridors; Van Buren Boulevard and Cajalco Road which both provide connectivity between I-15 and I-215. The communities of Mead Valley and Woodcrest have experienced significant growth as well as nearby communities and cities which have generated additional commuter traffic that require additional capacity on Wood Road.

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

EXHIBIT “A-1”**ESTIMATE OF COST**

Phase	TUMF	LOCAL	TOTAL
PLN	\$847,000.00	\$0	\$847,000.00
ENG			
ROW			
CON			
TOTAL	\$847,000.00	\$0	\$847,000.00

EXHIBIT “A-2”

PROJECT SCHEDULE

Phase	Estimated Completion Date	Estimated Cost	Comments
PLN	FY 27/28	\$847,000.00	
ENG			
ROW			
CON			
TOTAL		\$847,000.00	



Western Riverside Council of Governments WRCOG Executive Committee

Staff Report

Subject: Advocacy Ad Hoc Committee Comments on Proposed Federal Grant Regulation Revisions

Contact: Bonnie Woodrome, Manager, Communications and External Affairs,
bwoodrome@wrcog.us, (951) 405-6752

Date: August 3, 2026

Recommended Action(s):

1. Receive and file.
-

Summary:

The Advocacy Ad Hoc Committee submitted comments on behalf of WRCOG regarding the Office of Management and Budget's proposed revisions to the federal Uniform Guidance governing grant administration. While supporting efforts to streamline federal funding, the comments encourage greater clarity and safeguards to protect local governments from unintended administrative, financial, and operational impacts associated with the proposed rule changes.

Purpose / WRCOG 2022-2027 Strategic Plan Goal:

The purpose of this item is to share information on a proposed federal rule that may impact local government and the action the Advocacy Ad Hoc Committee took. This item aligns with WRCOG's 2022- 2027 Strategic Plan Goal #1(Serve as an advocate at the regional, state, and federal level for the Western Riverside subregion).

Discussion:

Background

On May 29, 2026, the White House Office of Management and Budget (OMB) released proposed revisions to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). The proposed rule would establish significant changes to the administration, oversight, and management of federal grant funding provided to state and local governments.

Consistent with WRCOG's Legislative Platform and its commitment to protecting local agency access to federal funding, the Advocacy Ad Hoc Committee reviewed the proposed rule and submitted a comment letter on behalf of WRCOG, expressing support for provisions that simplify and streamline federal grant

administration while raising concerns regarding several proposed changes that could create uncertainty for local governments.

Specifically, WRCOG requested greater clarity on provisions related to grant eligibility, recipient oversight, civic engagement, and community events, as well as additional safeguards surrounding the proposed expansion of federal authority to suspend or terminate grant awards. The comments encourage OMB to provide objective standards and due process protections while preserving the ability of local governments to effectively administer federally funded projects and serve their communities.

Prior Action(s):

None.

Financial Summary:

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

Attachment(s):

[Attachment 1 - WRCOG Response Letter.pdf](#)

[Attachment 2 - Summary of Docket Summary of Docket ID: OMB-2026-0034.pdf](#)

Attachment:

WRCOG Response Letter regarding
Docket ID: OMB-2026-0034 Regulation for
Federal Financial Assistance



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City of Hemet • City of Jurupa Valley • City of Lake Elsinore • City of Menifee • City of Moreno Valley • City of Murrieta • City of Norco
City of Perris • City of Riverside • City of San Jacinto • City of Temecula • City of Wildomar • Eastern Municipal Water District
Western Municipal Water District • Riverside County Superintendent of Schools

July 15, 2026

The Honorable Russell Vought
Director, Office of Management and Budget
725 17th Street NW
Washington, DC 20503

RE: Docket ID: OMB-2026-0034 Regulation for Federal Financial Assistance

Dear Director Vought,

On behalf of the Western Riverside Council of Governments (WRCOG), I write regarding Docket ID OMB-2026-0034, Regulation for Federal Financial Assistance, posted in the Federal Register on May 29, 2026, by the White House Office of Management and Budget (OMB). The Proposed Rule makes sweeping changes to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) in 2 CFR Part 200, including several provisions with significant impacts for local governments across the Country. I write to express appreciation for certain reforms in the Proposed Rule, while also raising concerns that other provisions could pose significant risks for local governments.

At the outset, I commend efforts to simplify and streamline the federal grantmaking process. Easing the administrative burden of federal funding helps ensure a greater share of that funding provides the intended services to our residents, and better positions local governments to support a variety of needed investments with federal support. I appreciate these efforts in the Proposed Rule and look forward to working with the Administration to ensure congressionally appropriated funding through these programs flows efficiently to our shared constituencies.

Among the reforms we support most, adoption of the Uniform Guidance and its basic structure across federal financial assistance programs would help program analysts administer funding across multiple agencies without requiring the current level of specialized expertise in each agency's unique policies and procedures. In addition, faster implementation of regulatory changes passed by Congress can help mitigate delays in programmatic changes made via the legislative process and would help connect federal law and agency actions more effectively. Further reducing the administrative burden by removing ancillary requirements and supporting greater adoption of a multi-year award cycle could also allow local governments to better plan and budget for crucial investments and mitigate uncertainty that often comes with federal financial assistance on a project.

While these changes are appreciated, other sections of the Proposed Rule raise significant concerns due to their lack of clarity, potentially undermining the benefits that the rule seeks to achieve. My comments focus on two categories of provisions that could create substantial legal, operational, and financial risks for local governments. The first is overly broad provisions that I ask OMB to provide additional clarification on, specifically;



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- Section 200.332—Requirements for Pass-Through Entities: Would require awardees to monitor subrecipients to ensure they “do not take actions that could significantly damage the reputation of the pass-through entity, the Federal agency making the award, or the Federal Government.”
- Section 200.219—Prohibition of Discriminatory Event Services: Could be read to apply broadly to expressive, civic, or community events conducted by local governments, including circumstances in which federal award funds are not being used for the event or service at issue.
- Section 200.206—Federal Agency Review of Risk Posed by Applicants: Includes language regarding a recipient, including a local government’s membership or affiliation with an organization that is “engaged in activities that violate Federal law, undermine public safety or national security, or advocate for the overthrow of the United States Government,” prohibiting them from being awarded federal funding.

I recognize the importance of preventing federal funds from supporting unlawful activity, discriminatory practices, or conduct that undermines public safety. However, terms such as “reputation,” “affiliation,” “public safety,” and “national security” should be defined with sufficient precision to ensure that recipients like us can understand their obligations in advance and that agencies apply those obligations consistently. In the absence of clearer standards, local governments could face uncertainty about whether ordinary public statements, city council or board discussions, participation by individual officials or employees in civic activities, or disagreement with federal policy could be considered relevant to federal award eligibility or oversight.

That uncertainty would be especially challenging for local governments like ours, which are inherently public-facing institutions responsible for communicating with residents, convening community stakeholders, and responding to local needs. County supervisors, mayors, council members, staff, and local partners regularly communicate with residents, hold public meetings, respond to community concerns, and participate in civic life. These activities are not incidental to local government, but central to it. Rules governing federal financial assistance should not create ambiguity about whether lawful speech or routine civic engagement could affect a local government’s access to federal funding, particularly when that speech or engagement is unrelated to the expenditure of federal award funds.

Section 200.219 also warrants careful clarification. Our communities routinely host, sponsor, or support events that recognize particular communities, honor veterans and first responders, engage faith-based and neighborhood organizations, highlight small businesses, promote public health, or encourage civic participation. Many of these events have expressive elements as defined in the proposal, and many are organized in response to local priorities or community needs. Local governments must and should comply with constitutional and statutory requirements related to nondiscrimination and viewpoint neutrality. At the same time, they need administrable rules that account for the practical limits of time, space, staffing, security, permitting, and public resources.



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If the rule is read to require an unlimited level of accommodation for any comparable event or expressive activity, we may respond by reducing or avoiding civic programming altogether. That would not advance the goals of open government, public participation, or community engagement. I therefore request that OMB clarify how Section 200.219 applies to local government events, facilities, services, and expressive activities, particularly where federal award funds are not used for the activity in question. Clear guidance would help us avoid discrimination while continuing to carry out the community-facing functions residents expect from their elected and appointed officials.

Similarly, Section 200.206 and 200.332 should be clarified to distinguish between an applicant organization's official conduct and affiliations and the personal speech or associations of individual employees, elected officials, contractors, subrecipients, or community partners. Local governments are complex institutions with many employees and many formal and informal relationships. Eligibility for federal funding should be tied to objective program requirements, financial stewardship, legal compliance, and responsible award management. Without clear limits, we may struggle to determine what information is relevant to risk review and how far our monitoring obligations extend.

For those reasons, I ask OMB to revise or clarify these provisions so they are limited to conduct that is directly relevant to award administration, legal compliance, financial integrity, and the purposes of the federal program at issue. Such clarification would protect the federal government's legitimate oversight interests while preserving the ability of local officials to engage with their residents, communicate openly, and participate in civic life without fear that lawful speech or unrelated community activity could jeopardize federal funding.

Separately, our second set of concerns arise from the Proposed Rule creating new authorities for the Executive Branch to cancel, terminate, withhold, and delay federal funding for non-financial reasons.

- Section 200.340—Termination and Suspension: This section appears to authorize federal agencies to suspend or terminate awards when they determine that continued funding is no longer in the public interest or national interest, without clearly defining those standards or requiring consideration of costs, obligations, and reliance interests already incurred by the recipient.

During the award lifecycle, as federal funding is expended by local governments, we enter into contractual agreements with subcontractors and other subrecipients depending on the grant which incur a durable financial commitment. Oftentimes this is an anti-fraud mechanism for the federal government, which considers the funds obligated under an executed grant agreement after the money is contractually "spent" by the recipient.

The Proposed Rule would give federal agencies broad discretion to suspend federal awards mid-cycle, including through stop-work orders, for reasons unrelated to financial mismanagement or material noncompliance. In doing so, it does not clearly require agencies to consider the costs we have already incurred, the contractual obligations we have entered into, or the practical consequences of halting a project after work has begun.



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The Section also contains language allowing a federal agency to terminate a grant if it decides the funding is no longer in the national or public interest, at its discretion. Congress, when it authorizes programs, appropriates funding, and provides report language to accompany appropriations bills decides in accordance with the Spending Clause of the Constitution how federal dollars are spent and what is in the national and public interest. While the Executive Branch participates in the appropriations process and can exercise certain discretionary authority in the administration of federal funding, I have significant concerns regarding these new authorities. The Executive Branch can work with communities and local governments like mine, Members of Congress, and Senators to make programmatic and statutory changes to programs when necessary and does not require these new tools to effectively manage federal funding.

A roadway safety project illustrates the potential risk. One of our cities may receive a federal award for improvements to a major corridor via the Safe Streets and Roads for All (SS4A) program, work with the Department of Transportation (DOT) to finalize the project scope, secure approval from their council, and execute a grant agreement. They may then contribute additional local funds to improve connecting streets, hire construction contractors, procure materials, and begin work that affects traffic patterns, utilities, sidewalks, drainage, and public safety. If the federal award is later suspended or terminated for reasons unrelated to poor financial management, reporting compliance, procurement rules, or project performance, they could be left with contractual obligations and an unfinished project that residents must still navigate.

In that situation, they may have met every reporting requirement, complied with procurement rules, and used federal funds for the purposes Congress intended. Yet without clearer protections, we would still be left to absorb costs resulting from a federal decision to suspend or terminate the award midstream. For us, that risk does more than complicate budgeting. It undermines the certainty needed to pursue federal opportunities, particularly large capital projects that require long planning horizons and significant local commitments.

I therefore ask OMB to ensure that any final rule includes appropriate procedural protections before an award is suspended or terminated for reasons other than material noncompliance, financial mismanagement, unlawful conduct, or failure to carry out the approved project. At a minimum, agencies should provide clear notice of the basis for the action, an opportunity for the recipient to respond or cure where appropriate, and a reasoned explanation tied to the terms of the award and applicable law. OMB should also clarify how agencies must account for costs already incurred, legally binding obligations, local matching funds, and the practical consequences of halting work after implementation has begun.

In conclusion, I again commend the efforts to improve federal grant administration and share the goal of ensuring that taxpayer dollars are used responsibly, lawfully, and effectively. I respectfully request that OMB revise the Proposed Rule to provide clearer definitions and limits for provisions related to reputational harm, affiliation, event services, speech, and civic engagement; clarify that eligibility and oversight determinations must be tied to objective, award-related requirements; and ensure that suspension and termination authorities include appropriate standards, process, and



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consideration of recipient's reliance interests. I also encourage OMB and the Administration to continue working with Congress and local governments like ours to advance reforms that promote accountability while preserving our ability to serve residents effectively.

Thank you for your time and consideration.
Sincerely,

Councilmember Brian Tisdale, City of Lake Elsinore
Advocacy Committee Chair
Western Riverside Council of Governments

Attachment:

Summary of

Docket ID: OMB-2026-0034 Regulation for
Federal Financial Assistance

MEMORANDUM

To: Western Riverside Council of Governments

From: Townsend Public Affairs

Date: July 9, 2026

Subject: Recommendations on Addressing OMB's Proposed Revision of the Uniform Guidance for Federal Funding Assistance

SUMMARY

On May 29, the White House Office of Management and Budget (OMB) published a [Proposed Rule](#) in the Federal Register affecting all federal grantmaking by making significant modifications to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, also known as the Uniform Guidance or 2 Code of Federal Regulations (2 CFR) Part 200.

The changes would consolidate OMB's authority over federal grantmaking by:

- Making the Uniform Guidance binding, and the actual requirements for grantees.
- Give the Administration unilateral authority to terminate, suspend, or withhold federal awards.
- Require pre-issuance reviews by senior political appointees.
- Makes peer review and technical assistance from civil servants advisory and non-binding.
- Require grantees to demonstrably advance the President's priorities, comply with Executive Orders, and advance the public and national interest as defined by the Administration.

The rule also has a number of provisions potentially impacting the official and unofficial speech of local governments, officials, and subrecipients, which is detailed later in this memo. While the Proposed Rule would have significant impacts regarding the politicization of grants, it could also make significant changes to financial oversight and grant administration.

The Uniform Guidance is currently a recommended template for grantmaking agencies and provided some best practices for recipients to consider when issuing grants. Under the Proposed Rule, it would become binding, and the regulatory basis for all grants.

The Proposed Rule is open for Public Comment until July 13, after which OMB will respond to comments and issue a final rule before the end of the federal fiscal year on September 30. Agencies are actively preparing for the rule to go into effect on October 1 by working on revisions bringing their own grant administration regulations into compliance with the proposed rule.

RECOMMENDATIONS

Recommendations to Administratively Prepare for Implementation

TPA has coordinated with national organizations and various Congressional committees and members of Congress regarding the Proposed Rule. National Organizations including the US Conference of Mayors, National Association of Counties (NACo), National League of Cities (NLC), and Government Finance Officers Association (GFOA) have produced a number of recommendations for local governments to prepare for implementation of the Proposed Rule.

Central to this guidance is the idea that the speech-related provisions will likely be litigated in court or could be clarified by OMB following the public comment period. Therefore, the recommendations focus on the financial oversight and compliance implications of the Proposed Rule, specifically recommending local governments:

1. Monitor, track, and evaluate all federal funding sources, including pass-through funding from the State in a centralized manner.
2. Review all grant terms and conditions, including current governance structures for reporting, drawing down funding, and expending funding.
3. Shift grant administration oversight from individual departments towards organization wide attorneys and finance departments.
4. Assess readiness to implement Department of Homeland Security E-Verify Immigration Status Checks for subrecipients and partner organizations, including establishing compliant documentation standards.
5. Review payment verification processes, including who has the authority to sign for the grant recipient, agree to and negotiate terms, and approve the drawdown of federal funding.
6. Enhance monitoring systems, including the frequency of check-ins, random sampling of grants for compliance (self-auditing), audit simulations, enhancing documentation standards and rigor.
7. Memorialize grant administration in formal documents, *beyond emails*. Creating a central repository to track individual grant performance and administration.
8. Ensure adherence to organization-wide processes and procedures for grant administration, strengthen documentation of those processes and procedures in anticipation of more frequent auditing.
9. Assess risk of federal funding loss, including based on organization or subrecipient activities contrary to the Administration's values, fiscal or program performance, or up to 90-day drawdown delays.

Considerations on Advocacy Related to the Proposed Rule

The national organizations representing local governments are actively encouraging local governments to write public comments opposing the rule and requesting clarification on the speech related provisions. TPA has also been engaging with members of Congress and the House Committee on Oversight and Government Reform regarding the potential impacts.

There is the prospect of risk that publicly opposing the rule could lead to punitive action from the Administration. The national organizations argue that risk can be mitigated if large numbers of local governments comment. As of writing, the rule has over 80,000 comments. A well-crafted and effective public comment does not have to take a position on the proposed rule, instead it can

request clarification and detail how you may change your grants administration process as a result of the provisions in the Proposed Rule.

It is also helpful to make your Congressional delegation and their staff aware of the potential impacts of implementing the rule. This could include descriptions of how a project might be affected if the grant supporting it is cancelled mid-cycle, how your organization may choose to decline to apply for or receive federal funding if the community-based organization completing the work could be seen as causing “reputational harm” to the federal government or the Administration, or other real-world, community or service specific impacts.

Any potential budget issues that could arise are also worth noting, simulating how the termination of grants would affect the organization’s ability to provide services or complete work on a project in a timely manner. Informing staff regarding these changes would allow the members to advocate on your organization’s behalf.

If you wish to submit a public comment, a comment letter can be submitted to Regulations.gov <https://www.regulations.gov/document/OMB-2026-0034-0001>. Or by searching OMB-2026-0034-0001 on Regulations.gov and clicking the “comment” button. Comments are due by July 13, 2026.

KEY ADMINISTRATIVE CHANGES IN THE RULE

The proposed rule makes significant administrative changes to the federal award lifecycle, giving OMB and agencies more direct control over federal funding. OMB in the Proposed Rule listed three overarching goals: improving transparency, accountability, and oversight; clarify that the uniform guidance is a regulation not a recommendation, reduce the burden of grant administration on recipients.

The most immediately impactful provisions would:

- Provide OMB and the Administration the ability to terminate, suspend, or issue stop work orders for all federally funded projects, does not require the government to consider a recipient’s financial obligations incurred expecting reimbursement through the grant.
 - Makes this authority at the discretion of the Administration.
 - Requires grantees to advance the public and national interest as defined by the Administration. ([2 CFR 200.340](#) revision)
- Have Federal Agencies assess recipients, including local governments, for non-financial risk factors, including affiliations or memberships in organizations that do not align with Administration priorities. Does not clarify whether or not the membership/affiliations must be official to be considered, or whether the actions of local elected officials or staff could be considered. ([2 CFR 200.206](#) revision)
- Enhance reporting requirements for subawards, including more detailed accounting of expenditures. Requires recipient (local government) to vet subrecipients to ensure they do “not take actions that could significantly damage the reputation of the pass-through entity, the Federal agency making the award, or the Federal Government.” ([2 CFR 200.332](#) revision)
- Require “viewpoint neutrality” in providing event services of an “expressive” nature, even if unrelated to the federal funding or not using the federal funding. ([2 CFR 200.219](#) revision)

- Require grantees to participate in and use the Department of Homeland Security’s (DHS) E-Verify system, and conduct immigration status checks on all subrecipients and their employees. ([2 CFR 200.303](#) revision)
- Require agencies to verify recipient eligibility through SAM.gov and the Treasury’s “Do Not Pay” system before processing drawdowns, and requires grantees to submit justifications with each drawdown request, some agencies already require this. ([2 CFR 200.305](#) revision)

The Proposed Rule also eliminates requirements for agencies to use “disparate impact theories” (also known as Diversity, Equity, and Inclusion (DEI) principles) in applications and scoring for grants, eliminates other requirements considered ancillary to the purpose of the funding, and makes technical and scientific advice on grantmaking from civil servants advisory to the senior political appointees who would become final approvers for awards.

Additionally, requests to draw down funding could trigger new conditions on the award imposed by the Administration throughout the lifecycle of a grant. As listed above, it is recommended to have finance officers and attorneys review any documentation provided by the agency before accepting the funding following a drawdown request.

Some benefits may be drawn from other provisions in the rule. It requires simplified applications and all grant applications to eventually run through grants.gov. Administration procedures will become more uniform, and could mean employees working to manage the funding will be required to have less specialized expertise in the regulations for each individual agency in order to manage the funding effectively. Plain language requirements could make certain, very technical grants, easier to apply for with less complex guidance and information required to both apply and administer the funding.

EXPECTATIONS AND IMPLEMENTATION

Once the public comment period closes on July 13, 2026, OMB will begin to respond to comments and has stated they will make changes before issuing a Final Rule. Agencies are preparing to implement a Final Rule at the start of federal Fiscal Year 2027 (FY27) on October 1, 2026.

In combination with other regulatory changes the Administration and OMB are pursuing, including new conditions in SAM.gov registration, expanded penalties for financial malfeasance and criteria for being placed on the Treasury “Do Not Pay” list, immigration enforcement funding conditions, and agreements to comply with the President’s Executive Orders being included in more NOFOs and grant agreement drafts, the federal grantmaking landscape is becoming more complex for local governments to navigate.

OMB and Agencies are expected to increase the frequency of both entity-wide and single award audits for compliance with the new rules once implemented. In anticipation of this increased audit activity, many national organizations are recommending organizations prepare financially before beginning to assess their risk for the event services and reputational harm provisions. The Administration is also expected to begin more rigorous monitoring of subrecipients and their activities, which could include speech-related provisions under the “reputational harm” language in the Proposed Rule.

The speech provisions are likely to become targets for lawsuits, as the Administration’s prior attempts to cancel grants for similar actions led to court decisions stating the Administration lacked a statutory and regulatory basis for such actions. Any Final Rule will likely generate new

litigation on these issues, especially once the Administration begins to enforce and apply it to grantees.



Western Riverside Council of Governments WRCOG Executive Committee

Staff Report

Subject: Termination of Memorandums of Understanding with Los Angeles County and the Inland Empire Community Foundation for the administration of the Equitable Building Decarbonization Program in the Inland Empire Region

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

Date: August 3, 2026

Recommended Action(s):

1. Terminate the Memorandum of Understanding with Los Angeles County for the Equitable Building Decarbonization Program and continue involvement with the program as an unfunded community partner.
2. Terminate the Memorandum of Understanding with the Inland Empire Community Foundation for the Equitable Building Decarbonization Program.

Summary:

Under the existing Memorandum of Understanding (MOU) with Los Angeles County for the California Energy Commission (CEC) Equitable Building Decarbonization (EBD) Program, I-REN conducts outreach in San Bernardino and Riverside Counties and subcontracts with the Inland Empire Community Foundation (IECF) to manage community-based organizations (CBOs) performing local outreach and enrollment. To eliminate administrative delays and streamline funding, I-REN seeks to terminate the MOU, allowing the County of Los Angeles to contract directly with Inland Empire CBOs. I-REN will remain a community partner in the EBD Program and continue to support and stay informed of outreach efforts and milestones throughout the region.

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. I-REN supports WRCOG's 2022-2027 Strategic Plan Goal #6 (Develop and implement programs that support resilience for our region).

Discussion:

Background

In 2024, the CEC awarded a proposed \$329 million to the Southern California Equitable Building Decarbonization Coalition (SoCal EBD Coalition), as the regional administrator for the Equitable Building Decarbonization Direct Install Program, Southern Region. Under the leadership of Los Angeles County,

the SoCal EBD Coalition comprises a diverse and experienced group of CBOs, councils of government (COGs), community choice aggregators (CCAs), regional energy networks (RENs), and program implementation experts. I-REN is a partner of the SoCal EBD Coalition to support implementation and outreach efforts in Riverside and San Bernardino Counties. Of the available funding of \$329M, \$1.35M was allocated to I-REN for marketing and outreach efforts only.

In October 2024, the I-REN Executive Committee recommend that the WRCOG Executive Committee authorize the WRCOG Executive Director to execute a MOU between WRCOG and Los Angeles County to provide administrative services for the CEC EBD Program, Southern Region for \$1.35M. The final MOU was approved by the WRCOG Executive Committee in August 2025.

After receiving authorization in October 2024 to execute a MOU with Los Angeles County, and in preparation of the launch of the CEC EBD Program, I-REN staff released a Request for Qualifications (RFQ) in February 2025, seeking a consultant to assist I-REN staff with the administration of this Program. The Inland Empire Community Foundation (IECF) submitted a response which met the criteria of the RFQ; therefore, I-REN staff found that IECF was uniquely positioned to best support I-REN due to IECF's existing bench of CBOs, and its expertise in administering grant programs similar to the EBD grant program. Of I-REN's \$1.35M marketing and outreach portion for this Program, IECF would receive up to \$1.14M to distribute to up to 10 CBOs. Each CBO would receive up to \$95k for its assistance with marketing and outreach in their respective fields; the remaining amount would be used for administrative services.

On July 15, 2025, the I-REN Executive Committee recommend that the WRCOG Executive Committee authorize the Executive Director to execute an agreement with the IECF for the administration of the CEC EBD Program in the I-REN region. The final MOU with IECF was approved by the WRCOG Executive Committee in August 2025 for \$1.14M.

In December 2025, I-REN staff submitted a formal memo to Los Angeles County explaining how I-REN was contracting with the IECF to manage up to 10 CBOs conducting EBD outreach. In discussion with the WRCOG fiscal team, it was determined to be more effective if I-REN did not bill to the EBD Program but rather have all of the \$1.35M be allocated to IECF to cover Program administration and disperse funds to the CBOs.

Present Situation

On March 3, 2026, staff from Los Angeles County, I-REN, and IECF held a meeting to discuss how funds would transfer from the CEC to Los Angeles County to I-REN to IECF to the CBOs. This discussion revealed various bottlenecks in the administration process and delays in CBOs receiving funds. To alleviate challenges, Los Angeles County suggested to contract directly with CBOs, rather than routing payment requests through I-REN. I-REN and IECF agreed this would be the best route. I-REN will be able to remain a community partner for the EBD Program, stay involved in programmatic updates, and be engaged in any outreach strategy meetings.

IECF has identified six CBOs to contract directly with Los Angeles County, based on the six Initial Community Focus Areas (ICFA) identified by the CEC, which are as follows:

1. Coachella Valley: Alianza Coachella Valley
2. San Bernardino: El Sol Neighborhood Center

3. Hesperia: Victor Valley Family Resource Center
4. Victorville / Apple Valley: Community Health Action Network
5. Riverside / Highgrove: Inland Equity Community Land Trust
6. Moreno Valley: Sigma Beta Xi Inc. Family Services

Los Angeles County is currently working with the six CBOs to develop contracts for EBD outreach. I-REN will need to terminate the MOU with Los Angeles County prior to entering agreements with the CBOs.

Unfunded Community Partner

While I-REN is recommending termination of the MOUs with Los Angeles County and IECF, I-REN will remain a listed community partner with the EBD program. I-REN will become an unfunded community partner and will no longer responsible for submitting monthly invoices or reporting participant enrollment to the CEC. I-REN shall continue to be included in bi-weekly strategy meetings for each of the six ICFAs in the Inland Empire and quarterly programmatic update meetings with all community partners. If any questions or issues arise with the EBD program, I-REN will have access to contacts for the EBD Program Advisor for support.

Prior Action(s):

August 4, 2025: The WRCOG Executive Committee authorized the Executive Director to execute a Memorandums of Understanding with Los Angeles County and the Inland Empire Community Foundation for the California Energy Commission Equitable Building Decarbonization Grant Program.

Financial Summary:

Activities related to this item are included in the WRCOG Fiscal Year 2026/2027 Agency Budget under the I-REN Fund (Fund 180).

Attachment(s):

[Attachment 1 - MOU between Los Angeles County and WRCOG.pdf](#)

[Attachment 2 - MOU between IECF and WRCOG.pdf](#)

Attachment

Memorandum of Understanding
between Los Angeles County and
WRCOG for the Equitable Building
Decarbonization Program

MEMORANDUM OF UNDERSTANDING BETWEEN
THE LOS ANGELES COUNTY INTERNAL SERVICES DEPARTMENT AND
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
RELATING TO
REGIONAL PARTNERSHIPS FOR THE IMPLEMENTATION OF THE
CALIFORNIA ENERGY COMMISSION EQUITABLE BUILDING DECARBONIZATION DIRECT
INSTALL PROGRAM

This Memorandum of Understanding ("MOU") is made and entered into on June 15, 2025, by and between the County of Los Angeles (County), through its Internal Services Department ("ISD"), and Western Riverside Council of Governments (WRCOG), a member of the Southern California Equitable Building Decarbonization (SoCal EBD) Coalition, who together are implementing the California Energy Commission (CEC) Equitable Building Decarbonization (EBD) Direct Install (DI) Program. The EBD DI Program will accelerate large-scale residential building decarbonization efforts underway in Southern California for single-family homes, multifamily properties, manufactured housing, and public housing in under resourced communities. Specifically, WRCOG will be responsible for conducting tailored and culturally relevant marketing, education, and outreach (ME&O) activities to inform and engage potential participants about EBD, the EBD DI Program, and its benefits. Activities will be informed by deep knowledge of the local needs, challenges, opportunities, and resources of communities, and delivered through established relationships.

I. PURPOSE

ISD, as the lead agency for implementation of the County's energy and environmental initiatives, is the recipient and administrator of the CEC EBD DI Grant Program for the Southern California region. On November 6, 2024, the Los Angeles County Board of Supervisors approved the acceptance of the 2024-2029 grant award to accelerate large scale residential building decarbonization funded by the EBD DI Program. ISD received an award of \$328,977,740¹ from the CEC.

The approved grant budget by the CEC, for Calendar Years 2024-2029, will provide regional engagement, outreach, and implementation support for the CEC Southern California Equitable Building Decarbonization Direct Install Program. Los Angeles County has requested assistance with general program design and support, program marketing, regional engagement support, energy planning, education and training, agency recognition, program motivation and competition, and identification of pilot activities. Community-based organizations (hereinafter CBOs) shall be guided in their work by program documents provided by ISD, as well as ongoing coordination with the designated Los Angeles County task lead.

The purpose of the MOU is for WRCOG to assist with the implementation of the CEC's

¹ Contingent upon USDOE HOMES approved funding.

Equitable Building Decarbonization program which seek to leverage their knowledge and perspective of their unique communities to increase the overall visibility and presence of projects, partnerships, and programs, generating new enrollments and registrations with communities and their members within their geographic region of influence, especially in hard to reach and disadvantaged communities; also, to support the program's efforts related to project identification with prioritized communities within the respective region, and to coordinate and deliver education and training activities to enrolled communities and their members. Finally, WRCOG will work with Los Angeles County to identify further potential strategies and activities to support the CEC EBD DI program and ensure all deliverables as it concerns their specific communities.

II. TERM OF MOU

This MOU shall be effective from June 15, 2025 through December 31, 2029, or until such time, or either ISD or WRCOG decides to terminate this MOU.

III. COMPENSATION FOR SERVICES

ISD shall pay WRCOG for its performance of services as described in the attached Scope of Work, and the payment shall constitute full and complete compensation for WRCOG services including administration and administrative support, marketing, education, and outreach activities of the aforementioned program in WRCOG respective local community. Said compensation shall be paid by ISD out of its 2024-2029 allocation of CEC funds, for allowable costs to be incurred for the express purposes specified. The parties understand and agree that such payment shall be conditioned upon the allocation determined by the CEC of said funds to ISD. Said funds shall be paid in accordance with the budget, which shall be provided on a yearly basis by ISD, as established in the program agreement with the CEC. Any money received by WRCOG hereunder, and not incurred for costs pursuant hereto, and/or during the term of this MOU, shall be returned to ISD upon the expiration of the County Fiscal Years in which WRCOG incurred costs for the Program.

IV. INVOICING, REPORTING & PAYMENTS

ISD will receive monthly invoices from WRCOG and shall review the invoices to ensure the following:

- (1) That WRCOG activities are consistent with the Scope of Work (SOW) contained in this MOU; and
- (2) That sufficient budgetary authorization exists.

The following Invoicing, Reporting and Payment Requirements are applicable to the SOW:

- (1) Time and Material Basis; Not to Exceed. All work will be performed on a

time and material basis and subject to the general provisions set forth below.

General Provisions

- (1) All charges shall be directly identifiable to, and required for, the authorized work or activity.
- (2) WRCOG shall notify the ISD agent responsible for the MOU at such time that WRCOG reasonably ascertains that the forecasted cumulative charges may exceed any budgets authorized (whether by task, total amount authorized, or both) by either the County or WRCOG.
- (3) Labor Related Costs Under Time and Material Basis. To the extent applicable, WRCOG shall invoice ISD, at the fixed hourly rates or Monthly Salary Rates for the applicable labor categories, for the performance of the authorized work by the WRCOG's employees or agents as established in the ISD and CEC EBD agreement under the WRCOG's respective budget form, as entered in the Direct Labor tab for rate caps. Such fixed hourly rates or Monthly Salary Rates shall be inclusive of all of the WRCOG's overhead costs (including all taxes and insurance), administrative and general fees. All labor related costs shall be charged at cost, without mark-up, and shall be necessary, reasonable, and ordinary. ISD will only reimburse for actual direct labor expenses incurred, not to exceed the rates specified in the Agreement. Rates must include dollars and cents.
- (4) Expenses. All expenses shall be charged at cost, without mark-up, and shall be necessary, reasonable, and ordinary. Expenses shall also comply with federal, State, and County expense policies.
- (5) Material and Miscellaneous Costs. Material and Miscellaneous Costs shall be substantiated with supporting documents and an invoice stating the unit price, quantity, and other information as required to identify the authorized work or activity. Materials are items under the agreement that do not meet the definition of Equipment and must be project-related. Food and drinks are not reimbursable expenses.
- (6) Subcontract Costs and Subcontractors. Subcontracted work or activities shall be charged at the rates actually paid by WRCOG. WRCOG shall provide ISD with an additional invoice for any WRCOG invoice that includes Subcontractor costs. WRCOG shall at all times be responsible for the services or deliverables which are to be provided by WRCOG or its Subcontractors, and for the acts and omissions of Subcontractors and persons directly or indirectly engaged by the Subcontractors. All expenses shall be charged at cost, without mark-up and must follow the same labor related costs established by CEC guidelines.

- (7) Travel Costs. All travel costs are reimbursed at state rates, subject to any state-wide prohibition on travel, except in agreements between the Energy Commission and a UC campus or the Federal Government. WRCOG will only receive reimbursement for travel costs for transportation (i.e. Flights, car rental, mileage, taxi) and lodging at state rates. All other travel related costs, such as meals and incidental expenditures, are not covered. WRCOG must obtain written pre-approval from ISD for all travel listed on the agreement budget forms, in accordance with the terms and conditions of this MOU. Approved air travel costs shall in no case exceed the cost of economy or coach fares where said fares are reasonably available. A copy of an airfare receipt indicating the final cost for the trip as well as applicable supporting documents showing the traveler's starting point, travel destination, departure and return, and the purpose of the trip are required for each air travel reimbursement. Automobile travel from the County agents or representatives' office to any Program job site, function or activity shall be paid at applicable County travel expense rates and mileage. Either a mileage log showing miles driven for each trip or a Google Maps/ equivalent application printout showing the travel path shall be provided by WRCOG for each mileage reimbursement request.
- (8) Records. WRCOG shall maintain, for a period of five (5) years after final payment, complete accounting records (and supporting documentation) of all invoiced costs. The County reserves the right to audit and copy any applicable documents related to the Work hours, all costs and expenses invoiced, and task completion records. Each invoice shall list the number of the Contract covered by each such invoice.
- (9) Key Personnel. WRCOG will appoint a CBO representative who will be the primary contact between WRCOG and the ISD, and who will be authorized to act on behalf of the WRCOG. Such appointment shall be communicated in writing to ISD as soon as reasonably practicable, following the execution of this MOU. WRCOG shall promptly notify ISD of any intended reassignment or proposed replacement of the key personnel who will be submitting invoicing and reporting information to ISD.
- (10) Activities Outside of Program Scope. ISD shall not be required to pay WRCOG for any activities undertaken by WRCOG that are outside of the Scope of this MOU, but that are otherwise invoiced by WRCOG.
- (11) Invoicing Requirements: WRCOG shall provide a monthly invoice to ISD within the 7th calendar day of every month for all reimbursable expenses incurred performing work under this Agreement in compliance with the Terms and Conditions for the prior month. Invoices must separate and distinguish Marketing, Education, Outreach, Planning and Material Development-

Related, and Administrative activity costs. The invoice and supporting documents are for work performed by WRCOG and its Subcontractors.

- (12) Invoice Deficiencies. In the event ISD determines that WRCOG's (or any of its Subcontractors' that are included for payment) invoices do not meet the invoicing requirements of the MOU, lack accounting transparency, and/or lack sufficient material support, ISD will notify WRCOG of the deficiencies and WRCOG shall promptly correct such deficiencies. ISD has the right to review and approve the data and the methods used to develop the invoice documentation. However, the failure of ISD to conduct such review or grant such approval shall not relieve WRCOG from its responsibilities and obligations under a particular invoice.
- (13) Payment by ISD. ISD shall pay undisputed charges within net thirty (30) days of receiving invoices that follow the requirements set forth in this MOU. ISD has the right to withhold payment of particular charges that ISD disputes in good faith, pending the resolution of the dispute, and ISD will provide WRCOG with notice of the amounts being withheld and the reasons for the dispute.

V. ISD RESPONSIBILITIES

- A. ISD shall periodically monitor the project performance by WRCOG on programs/projects activities by review of project records and meetings with WRCOG's staff. ISD shall promptly notify WRCOG of changes in any regulatory requirements, specifically governing the administration of funds, that become effective following the execution of this MOU.
- B. ISD may, after review and evaluation of the programs, modify the amount of funds designated for the programs, and/or require WRCOG to implement changes in the scope of services to be performed by WRCOG, in alignment with the agreement established between ISD and CEC.
- C. ISD authorizes WRCOG staff to assist the CEC EBD DI Program in accordance with all applicable federal, State, and County laws and regulations. Where necessary, ISD shall make available designated staff to work with WRCOG staff designated to assist the program on project-related activities.

VI. AMENDMENT TO MOU

ISD may modify the amount of funds designated to assist the WRCOG programs and/or modify the scope of services to be performed, subject to costs incurred or encumbered by contractual agreement, in alignment with the agreement established between ISD and CEC. However, any other changes to this MOU must be

accomplished by written consent of both parties.

VII. *TERMINATION OF MOU*

Either party may terminate this MOU by giving the other party 30 days written notice.

VIII. *List of Attachments*

- A. Scope of Work
- B. Budget
- C. Schedule of Products
- D. CEC EBD DI Program Terms and Conditions
- E. DOE HOMES Terms and Conditions
- F. CEC Invoice Template

[Signatures continue on the following
page.]

SIGNATURES

IN WITNESS WHEREOF, the ISD and the Western Riverside Council of Governments, by and through their duly authorized representatives have caused this MOU to be subscribed to on the day and year first above written.

COUNTY OF LOS ANGELES
INTERNAL SERVICES DEPARTMENT

By 
Michael Owah,
DIRECTOR

Date 8 / 14 / 2025

WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS

By 
DocuSigned by:
559AA08D610442A...
Dr. Kurt Wilson
EXECUTIVE DIRECTOR

Date / /

APPROVED AS TO FORM:

DAWYN R. HARRISON
COUNTY COUNSEL

By 
JASON C. CARNEVALE
Deputy County Counsel

ATTACHMENT A

SCOPE OF WORK

Scope of Work (SOW) for Community Outreach Partner: Western Riverside Council of Governments

The primary objective of this Scope of Work is to outline the roles, responsibilities, and approved activities for Western Riverside Council of Governments (WRCOG), a community-based organization (CBO) participating in the California Energy Commission (CEC) Equitable Building Decarbonization Direct Install Program (EBD DI) in the Southern Region as a Program Partner (“Partner”). WRCOG will complete the tasks outlined below under the direction of the Program Administrator, County of Los Angeles (LA County).

Program Overview

The EBD DI Program will accelerate large-scale residential building decarbonization efforts underway in Southern California for single-family homes, multifamily properties, manufactured housing, and public housing in under resourced communities in approved Community Focus Areas. The Program includes community-based organization (CBO) and Partner-led marketing, outreach, and education (ME&O) to underserved communities for decarbonization measures for the purpose of connecting them with a program Decarbonization Concierge who will complete eligibility screenings. Specific, geotargeting to qualified addresses within the respective community focus areas shall be identified by LA County and the Implementation Team through the use of Recurve and additional qualifying data, compiled and then shared with CBOs and community partners to conduct ME&O activities through the guidance of the Area Coordinator. The ME&O Plan shall describe this process in detail.

WRCOG will be responsible for conducting tailored and culturally relevant ME&O activities to inform and engage potential participants about EBD and its benefits. Activities will be informed by deep knowledge of the local needs, challenges, opportunities, and resources of communities, and delivered through established relationships. WRCOG will be supported by a dedicated Area Coordinator, who serves as the liaison between the CBO and the implementation team. The Area Coordinator is the single point of contact for WRCOG to facilitate effective and timely communication. The Area Coordinator will meet regularly with WRCOG to collect activity logs, gather feedback and lessons learned from outreach efforts, and provide guidance and support as needed.

Roles and Responsibilities

WRCOG will participate in activities to boost awareness and drive participation in EBD DI Program among targeted Southern California communities by educating residents on the environmental, economic, and health benefits of the program. WRCOG project tasks are numbered pursuant to CEC EBD DI tasks, summarized below in Table 1.

Table 1. Task Summary

Task #	Task Name
5.8.1	Outreach Strategies
5.8.2	Education Activities
5.8.3	Participant Handoff
5.8.4	Meetings and Reporting

WRCOG will perform contract management, including monitoring contract timelines, managing

amendments, and ensuring all contractual obligations are met efficiently. WRCOG will maintain detailed records of all expenditures and submit regular invoices as per the terms of its contract with LA County.

Monthly invoices shall be submitted clearly identifying Task 5.8, using the invoice template (**Attachment F. CEC Invoice Template**) with all required supporting documentation, to the Program Implementer by the 7th of every month.

Task 5.8.1. Outreach Strategies

WRCOG will conduct culturally appropriate outreach and engagement in each Community Focus Area, under the guidance of the Area Coordinator and Program Implementer. WRCOG is expected to implement a variety of outreach strategies to effectively reach the target audience. Community events such as workshops, town hall meetings, and informational booths at local markets and festivals will provide opportunities for direct engagement. Digital campaigns will utilize social media, email newsletters, and community websites to disseminate information widely and engage with residents online. Print materials, including flyers, brochures, and posters, (provided by the Program) will be distributed in community centers, libraries, and local businesses to ensure that information is accessible to those who may not be reached through digital channels.

Initially, WRCOG will serve as the point of contact for participating households. Once participants express interest in the EBD Direct Install Program, WRCOG will connect interested residents with the Program Implementer, ICF, to complete eligibility screening and assignment to an Intake Advisor for enrollment support and a program Decarbonization Concierge for long-term program support.

ICF will customize outreach materials per WRCOG's feedback. WRCOG will conduct outreach for participating communities to engage participants.

Task 5.8.1 Deliverables

- Attend annual Area Coordinator ME&O Strategy Meeting
- Annual outline of anticipated events and estimated target audience quantities per event type to Area Coordinator

Task 5.8.2. Education Activities

WRCOG shall engage the community through various activities designed to educate and involve community members in the EBD Direct Install Program. Workshops and demonstrations will provide hands-on experiences with decarbonization technologies such as heat pumps and induction cooktops, helping residents understand how these technologies work and the benefits they offer. Success stories, including testimonials and case studies from participants who have benefited from the program, will be shared to build trust and encourage others to enroll. Educational sessions will offer in-depth information on energy efficiency and decarbonization, helping community members make informed decisions. Partnerships with local schools, churches, and community groups will be established to co-host events and spread awareness, ensuring that outreach efforts are integrated into existing community activities. In planning education activities and interactions with the public, WRCOG is expected to adhere to the following guidelines and raise any concerns immediately to the assigned Area Coordinator.

- Provide potential program participants with educational materials in appropriate languages about the EBD Direct Install Program, the benefits of building decarbonization, and how the program's Decarbonization Concierge will provide support before, during, and after the retrofit project.

- Ensure outreach and engagement includes clear information on CEC-approved programs and products and does not include third-party services or products not associated with the EBD Direct Install Program or otherwise approved by CEC.
- Include prevention measures to ensure the CEC, California Climate Investments (CCI), and Department of Energy (DOE) names and logos, and the EBD Direct Install Program, are not used for private party advertising or gain, or to mislead or exploit property owners or occupants.

Task 5.8.2 Deliverables

- Quarterly update of confirmed events to Area Coordinator, including specific outreach activities, location of event, date of event, and anticipated target audience attendees for each event.

Table 2. Approved Outreach & Education Activities

Outreach Event Types	Sample Approved Activities	Estimated Total Target Audience Reached (Number)
Church Socials	• Presentations • Discussions • Share education materials	•
Community Parties	• Interactive games • Demonstrations • Testimonials & success stories	•
Cultural Events	• Art showcases • Cultural performances • Informational booths	•
Digital Campaigns	• Social media posts • Email newsletters • Online workshops	•
Fairs and Festivals	• Booths with interactive displays • Educational games • Giveaways	•
Health Clinics	• Information tables at health fairs • Presentations at wellness workshops • In-office info/flyers on bulletin boards	•
Neighborhood Meetings	• Presentations Q&A sessions • Distribution of informational packets • Showcase of completed project in neighborhood	•
Partnership Events	• Co-hosted events with local schools and businesses • Distribution of educational materials • Speaking opportunities	•
Public Events	• Informational booths	•

Outreach Event Types	Sample Approved Activities	Estimated Total Target Audience Reached (Number)
	- Workshops & demonstrations - Q&A sessions	
School Events	- Educational sessions - Science fairs - Environmental clubs	
Workshops/Other	- Hands-on demonstrations - Educational sessions - Tabling	

Task 5.8.3. Participant Handoff

WRCOG will conduct outreach and educational activities for the target audiences in each Community Focus Area and connect interested residents with the Program Implementer, ICF, to complete eligibility screening and assignment to an Intake Advisor for enrollment support and a program Decarbonization Concierge for long-term program support.

Task 5.8.3 Deliverables

- Support potential participants in completing an Interest Form
- Provide a list of interested participants to the Program Implementer on a monthly basis by the 7th of the month.

Task 5.8.4. Meetings and Reporting

WRCOG will track and report on program activity. WRCOG will ensure adherence to program guidelines and quality standards in all outreach activities, and the timeliness and accuracy of reporting on outreach activities, and outcomes

- Event Attendance:** Record the number of attendees at community events, workshops, and meetings, and assess the level of engagement and interaction at these events.
- Lead Generation:** Count the number of leads generated from outreach activities and potential participants handed off to the Decarbonization Concierge.

Task 5.8.4 Deliverables

- Attend bi-weekly Area Coordinator meetings
- Support event attendance, lead generation, and participant hand-off reporting with Area Coordinator.
- Submit marketing, education and outreach activity reports to Area Coordinators on a biweekly basis or as determined by Area Coordinators/ICF.

Timeline

Work and deliverables are to be completed in accordance with the CEC Schedule of Products (**Attachment C**).

Budget

Please see budget allocation (**Attachment B**). Per the EBD DI Terms and Conditions (**Attachment D**),

any budgetary alterations shall adhere to Section 6. Changes to the Agreement.

Summary of Deliverables

Task #	Task Name	Deliverables
5.8.1	Outreach Strategies	- Attend annual Area Coordinator ME&O Strategy Meeting - Annual outline of anticipated events to Area Coordinator
5.8.2	Education Activities	Quarterly update of confirmed events to Area Coordinator, including specific outreach activities, location, date, and anticipated target audience attendees for each event.
5.8.3	Participant Handoff	- Support potential participants in completing an Interest Form - Provide a list of interested participants to the Program Implementer on a monthly basis by the 7th of the month.
5.8.4	Meetings and Reporting	- Attend bi-weekly Area Coordinator meetings - Support event attendance, lead generation, and participant hand-off reporting with Area Coordinator. - Submit marketing, education and outreach activity reports to Area Coordinators on a biweekly basis or as determined by Area Coordinators/ICF.

ATTACHMENT B

BUDGET

BUDGET SUMMARY

EBD Reimbursable Share	Match Share	Total	Administration	Project-Related	Project	Administration	Project-Related	Project	Administration	Project-Related	Project	Administration	Project-Related	Project
\$ 89,576	\$ -	\$ 89,576	\$ -	\$ 65,215	\$ -	\$ -	\$ 24,361	\$ -	\$ -	\$ 89,576	\$ -	\$ -	\$ 89,576	\$ -
\$ 35,705	\$ -	\$ 35,705	\$ -	\$ 25,995	\$ -	\$ -	\$ 9,710	\$ -	\$ -	\$ 35,705	\$ -	\$ -	\$ 35,705	\$ -
\$ 125,281	\$ -	\$ 125,281	\$ -	\$ 91,210	\$ -	\$ -	\$ 34,070	\$ -	\$ -	\$ 125,281	\$ -	\$ -	\$ 125,281	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 1,140,000	\$ -	\$ 1,140,000	\$ -	\$ 829,973	\$ -	\$ -	\$ 310,028	\$ -	\$ -	\$ 1,140,000	\$ -	\$ -	\$ 1,140,000	\$ -
\$ 1,140,000	\$ -	\$ 1,140,000	\$ -	\$ 829,973	\$ -	\$ -	\$ 310,028	\$ -	\$ -	\$ 1,140,000	\$ -	\$ -	\$ 1,140,000	\$ -
\$ 78,025	\$ -	\$ 78,025	\$ -	\$ 56,806	\$ -	\$ -	\$ 21,219	\$ -	\$ -	\$ 78,025	\$ -	\$ -	\$ 78,025	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 78,025	\$ -	\$ 78,025	\$ -	\$ 56,806	\$ -	\$ -	\$ 21,219	\$ -	\$ -	\$ 78,025	\$ -	\$ -	\$ 78,025	\$ -
\$ 1,343,306	\$ -	\$ 1,343,306	\$ -	\$ 977,989.12	\$ -	\$ -	\$ 365,317.01	\$ -	\$ -	\$ 1,343,306	\$ -	\$ -	\$ 1,343,306.13	\$ -
		Percent of Total	0%	100%	0%	0%	100%	0%	0%	100%	0%	0%	100%	0%

LABOR

Employee Name	Job Classification / Title	Cost Category (Select from drop-down menu)	Hourly Rates		State EBD Funds	Federal EBD Funds	Total EBD Funds (State+Fed)	Match Share	Total
			Maximum Labor Rate (\$ per hour)	# of Hours					
Louis Fernandez	Accounting Manager	Project-Related	\$ 63.64	300	\$ 13,900	\$ 5,192	\$ 19,093	\$ -	\$ 19,093
Janis Leonard	Administrative Services Manager	Project-Related	\$ 68.54	285	\$ 14,222	\$ 5,312	\$ 19,534		\$ 19,534
Julian Brambila	Staff Analyst	Project-Related	\$ 39.98	285	\$ 8,296	\$ 3,099	\$ 11,394	\$ -	\$ 11,394
Casey Dailey	Director of Energy & Environmental Programs	Project-Related	\$ 83.20	300	\$ 18,172	\$ 6,788	\$ 24,960	\$ -	\$ 24,960
Karina Camacho	Sr. Staff Analyst	Project-Related	\$ 48.65	300	\$ 10,626	\$ 3,969	\$ 14,595	\$ -	\$ 14,595
			\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
Hourly Direct Labor Totals									
			\$ 65,215		\$ 24,361	\$ 89,576	\$ -	\$ 89,576	

TRAVEL, EQUIPMENT, MATERIALS & MISCELLANEOUS

No costs

3-
B

SUBCONTRACTS

Cost Category (Select from drop-down menu)	Subcontractor or Vendor Name	Organization Type	Purpose and Cost Basis	CA Business Certifications DVBE/ SB/MB/None	State EBD Funds	Federal EBD Funds	Total EBD Funds (State+Fed)	Match Share	Total
Project-Related	TBD	Vendor	Community engagement and project coordination		\$ 69,164	\$ 25,836	\$ 95,000	\$ -	\$ 95,000
Project-Related	TBD	Vendor	Community engagement and project coordination		\$ 69,164	\$ 25,836	\$ 95,000	\$ -	\$ 95,000
Project-Related	TBD	Vendor	Community engagement and project coordination		\$ 69,164	\$ 25,836	\$ 95,000	\$ -	\$ 95,000
Project-Related	TBD	Vendor	Community engagement and project coordination		\$ 69,164	\$ 25,836	\$ 95,000	\$ -	\$ 95,000
Project-Related	TBD	Vendor	Community engagement and project coordination		\$ 69,164	\$ 25,836	\$ 95,000	\$ -	\$ 95,000
Project-Related	TBD	Vendor	Community engagement and project coordination		\$ 69,164	\$ 25,836	\$ 95,000	\$ -	\$ 95,000
Project-Related	TBD	Vendor	Community engagement and project coordination		\$ 69,164	\$ 25,836	\$ 95,000	\$ -	\$ 95,000
Project-Related	TBD	Vendor	Community engagement and project coordination		\$ 69,164	\$ 25,836	\$ 95,000	\$ -	\$ 95,000
Project-Related	TBD	Vendor	Community engagement and project coordination		\$ 69,164	\$ 25,836	\$ 95,000	\$ -	\$ 95,000
Project-Related	TBD	Vendor	Community engagement and project coordination		\$ 69,164	\$ 25,836	\$ 95,000	\$ -	\$ 95,000
Project-Related	TBD	Vendor	Community engagement and project coordination		\$ 69,164	\$ 25,836	\$ 95,000	\$ -	\$ 95,000
Project-Related	TBD	Vendor	Community engagement and project coordination		\$ 69,164	\$ 25,836	\$ 95,000	\$ -	\$ 95,000
Project-Related	TBD	Vendor	Community engagement and project coordination		\$ 69,164	\$ 25,836	\$ 95,000	\$ -	\$ 95,000
Project-Related	TBD	Vendor	Community engagement and project coordination		\$ 69,165	\$ 25,836	\$ 95,000	\$ -	\$ 95,000
					\$ -	\$ -	\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -	\$ -	\$ -
Total:					\$ 829,973	\$ 310,028	\$ 1,140,000	\$ -	\$ 1,140,000

INDIRECT COSTS AND PROFIT

Name of Indirect Cost	Maximum Rate	Indirect Cost Base Description	Cost Category (Select from drop-down menu)	Indirect Cost Base Amount	State EBD Funds	Federal EBD Funds	Total EBD Funds (State+Fed)	Match Share	Total
Overhead	62.28%	Overhead	Project-Related	\$ 16,630	\$ 12,108	\$ 4,523	\$ 16,630	\$ -	\$ 16,630
Overhead	62.28%	Overhead	Project-Related	\$ 17,015	\$ 12,388	\$ 4,627	\$ 17,015	\$ -	\$ 17,015
Overhead	62.28%	Overhead	Project-Related	\$ 9,925	\$ 7,226	\$ 2,699	\$ 9,925	\$ -	\$ 9,925
Overhead	62.28%	Overhead	Project-Related	\$ 21,741	\$ 15,829	\$ 5,913	\$ 21,741	\$ -	\$ 21,741
Overhead	62.28%	Overhead	Project-Related	\$ 12,713	\$ 9,256	\$ 3,457	\$ 12,713	\$ -	\$ 12,713
Total:					\$ 56,806	\$ 21,219	\$ 78,025	\$ -	\$ 78,025

ATTACHMENT C

SCHEDULE OF PRODUCTS

<i>Task Number</i>	<i>Task Name</i>	<i>Product(s)</i>	<i>Due Date</i>
1.1	Attend Kick-off Meeting		
		Kick-Off Meeting Agendas (CEC)	10 calendar days before Kick-Off Meetings
		Updated Schedule of Products and Due Dates	10 calendar days after Kick-off Meetings
1.2	Critical Project Review (CPR) Meetings		
	For each CPR Meeting	Agenda and a list of expected participants (CEC)	10 calendar days before CPR meeting
		CPR Report	10 calendar days before CPR meeting
		Schedule for written determination (CEC)	10 calendar days after CPR meeting
		Written determination (CEC)	As indicated in schedule for written determination
1.3	Program Meetings and Briefings (2 per month for first year)		
		Agenda and a list of expected participants (CEC)	10 calendar days before Meeting
		Written documentation of meeting agreements	5 calendar days after meeting
1.4	Advisory Group		
		List of potential Advisory Group members for the region	At Kick-off Meeting
		Final list of potential Advisory Group members (CEC)	30 calendar days after Kick-off Meeting
		List of confirmed Advisory Group members for the region	15 calendar days after receiving the list from CEC
		Advisory Group meeting agendas (CEC)	5 calendar days before Meetings
1.5	Invoices		
		Invoices	15th of every month or as specified by CAM
		True-up updates for advanced funds	15th of every month or as specified by CAM
1.6	Monthly Progress Report		
		Monthly progress reports	15th of every month
1.7	Obtain and Execute Subawards		
		List of subaward agreements and timeline for execution	At Kick-off Meeting
		Subaward agreements (Draft, if requested)	30 calendar days after Kick-off Meeting
		Subaward agreements (Final)	52 calendar days after Kick-off Meeting
1.8	Annual Reports and Presentations		
		Annual reports and presentations (Drafts)	January 30
		Annual reports and presentations (Finals)	15 calendar days after CAM provides comments on draft reports
1.9	Final Report and Presentation		
		Final report (Draft)	90 calendar days before the end of the agreement term
		Final report (Final)	60 calendar days before the end of the Agreement Term
1.10	Final Meetings		
		Written documentation of meeting agreements and unresolved activities	5 calendar days after final meeting
		Schedule for completing closeout activities	10 calendar days after final meeting

2	Internal Controls, Processes and Procedures	
	Internal controls, processes, and procedures	2 months after Kick-off Meeting
	Updated internal controls, processes, and procedures	As needed or requested by the CAM (no less than annually)
	Monthly fiscal accounting in Task 1.6 Monthly Progress Reports	15th of every month
3	Program Data Collection and Reporting	
	Project data	Daily or as specified by CAM
	Metrics and Data Reports	Within 15 calendar days of CAM request
4	Assist CEC with DOE HOMES Application Components	
	Responses for DOE application components (Draft)	Within 15 calendar days of request from CAM
	Responses for DOE application components (Final)	Within 15 calendar days of request from CAM
	Components for Consumer Protection Plan (Draft)	Within 15 calendar days of request from CAM
	Components for Consumer Protection Plan (Final)	Within 15 calendar days of request from CAM
	Components for Market Transformation Plan (Draft)	Within 15 calendar days of request from CAM
	Components for Market Transformation Plan (Final)	Within 15 calendar days of request from CAM
	Input on draft Community Benefits Plan, Education and Outreach Strategy, Utility Data Access Plan, and Privacy and Security Risk Assessment	Within 15 calendar days of request from CAM
5.1	Community Focus Areas	
	Proposed Initial Community Focus Areas List and Justification	As part of application
	Final Initial Community Focused Areas List	1 month after Kick-off Meeting
	Amended Community Focus Areas List and Justification	30 calendar days after request from the CAM
5.2	Community Application Process	
	Proposed Community Application Process and Selection Criteria	6 months after Kick-off Meeting
	Final Community Application Process and Selection Criteria	9 months after Kick-off Meeting
5.3	Workforce Plan and Contractor Enrollment	
	Workforce Plan outline	2 months after Kick-off Meeting
	Workforce Plan (Draft)	3 months after Kick-off Meeting
	Workforce Plan (Final)	5 months after Kick-off Meeting
	Data submitted as part of Task 3	See Task 3
5.4	Standard Packages of Measures	
	Packages of Measures	4 months after Kick-off Meeting
	Bi-Annual Report on Packages of Measures	June 30th and December 31st of each calendar year (excluding the fifth year)
5.5	Pricing and Cost Caps	
	Cost-Control Mechanisms	4 months after Kick-off Meeting
	Data submitted as part of Task 3	See Task 3
5.6	Household/Property Targeting	
	Household Identification and Screening Plan (Draft)	3 months after Kick-off Meeting
	Household Identification and Screening Plan (Final)	5 months after Kick-off Meeting
5.7	Set-Aside for Manufactured Homes	
	Manufactured and Mobile Homes Service Plan (Draft)	6 months after Kick-off Meeting
	Manufactured and Mobile Homes Service Plan (Final)	9 months after Kick-off Meeting
	Data submitted as part of Task 3	See Task 3
5.8	Outreach and Engagement	
	Outreach Materials	5 months after Kick-off Meeting
	Outreach and Engagement Log	Part of Task 3 Project Data

5.9	Household Eligibility and Initial Enrollment	
	Application Template	2 months after Kick-off Meeting
	Data submitted as part of Task 3	See Task 3
5.10	Home Assessments	
	Home Assessment Approach and Processes (Draft)	3 months after Kick-off Meeting
	Home Assessment Approach and Processes (Final)	5 months after Kick-off Meeting
	Updated Home Assessment Approach and Processes (if requested by CAM)	within 30 days of request from CAM
	Data submitted as part of Task 3	See Task 3
5.11	Program Participation Agreements and Tenant Protections	
	Program Participation Agreement Template	5 months after Kick-off Meeting
	Data submitted as part of Task 3	See Task 3
5.12	Building Decarbonization Retrofits	
	Data submitted as part of Task 3	See Task 3
	Post-installation Project Certificate Template (Draft)	5 months after Kick-off Meeting
	Post-installation Project Certificate Template (Final)	6 months after Kick-off Meeting
5.13	Quality Assurance and Quality Control (QA/QC)	
	Hotline Call Log Tracker	Weekly or as specified by the CAM
	QA/QC Procedures (Draft)	4 months after Kick-off Meeting
	QA/QC Procedures (Final)	6 months after Kick-off Meeting
	Data submitted as part of Task 3	See Task 3
5.14	Participant Surveys	
	Participant Survey (Draft)	5 months after Kick-off Meeting
	Participant Survey (Final)	9 months after Kick-off Meeting
	Data submitted as part of Task 3	See Task 3
6	Continuous Improvement	
	<i>No Recipient Products for this Task</i>	
7	Coordination and Layering with Other Programs	
	Coordination Plan (Draft)	4 months after Kick-off Meeting
	Coordination Plan (Final)	6 months after Kick-off Meeting
	Data submitted as part of Task 3	See Task 3
8	Coordination with Other Programs and Public Interest Research	
	Data submitted as part of Task 3	See Task 3

ATTACHMENT D

CEC EQUITABLE BUILDING DECARBONIZATION

DIRECT INSTALL PROGRAM TERMS AND CONDITIONS

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TERMS AND CONDITIONS

1. Grant Agreement

This project is being funded with a grant from the California Energy Commission's (CEC) Equitable Building Decarbonization Program. The Equitable Building Decarbonization Program is funded in part by the California Climate Investments² program, and is subject to the laws enacted for the administration of auction proceeds deposited into the Greenhouse Gas Reduction Fund, including without limitation: AB 109 (Chapter 249, Statutes of 2017); Health and Safety Code section 39710 et. seq.; and Government Code sections 16428.8 – 16428.95, including any amendments to these sections.

Under this Agreement, the Recipient shall develop and implement the Equitable Building Decarbonization Direct Install Program, which is a block grant program and governed by California Public Resources Code section 25665.3. Recipient understands that the CEC currently only has \$19,096,500 of the potential \$31,108,439 maximum possible funding for administrative costs under this Agreement and \$171,868,500 of the potential \$297,869,301 for incentives awarded under this Agreement. Therefore, upon execution of this Agreement, Recipient only has authority to spend up to \$19,096,500 in administrative costs, not to exceed 10 percent of the total budget for state funds and 8 percent of the total budget for federal funds. In the future, the CEC may allocate none, some, or the entire remaining contingent amount up to a maximum amount of \$31,108,439 in administrative costs. Recipient shall only be authorized to spend more than the existing \$31,108,439 in administrative costs upon execution of an amendment to this Agreement that authorizes the Recipient to spend more funds.

The Recipient, as implementer of the Equitable Building Decarbonization Direct Install Program, is a conduit of the funds that will be awarded to provide assistance to Retrofit Awardees, and the grant-funded Retrofit Awards do not result in the performance of services by the Retrofit Awardees to the CEC, but the CEC is a real party in interest to the agreements between the Recipient and Retrofit Awardees. The CEC will not take title to equipment acquired by the Retrofit Awardees; and the performance under the Retrofit Awards is not controlled by the CEC. The Retrofit Awardees are being provided assistance to carry out their own projects and are not providing services to the CEC or Recipient. The Retrofit Awards directly benefit each Retrofit Awardee's project. The products produced by the Recipient are a by-product of the main purpose of the block grant. The products are used to monitor the use of grant funds and do not result in a service to the CEC.

² California Climate Investments is a statewide initiative that puts billions of Cap-and-Trade dollars to work reducing greenhouse gas emissions, strengthening the economy, and improving public health and the environment – particularly in disadvantaged communities.

This Agreement is comprised of the grant funding award, these Terms and Conditions, and all attachments, including Federal Award Terms and Conditions (Attachment 10). These Terms and Conditions are standard requirements for grant awards. The CEC may impose additional special conditions in this grant Agreement that address the unique circumstances of this project. Special conditions that conflict with these standard provisions take precedence.

The Recipient's authorized representative shall sign all copies of this Agreement and return all signed packages to the CEC's Grants and Loans Office within 30 days of receipt. Failure to meet this requirement may result in the forfeiture of this award. When all required signatures are obtained, an executed copy will be returned to the Recipient.

The term of this Agreement or the Agreement Period is the length of this Agreement between the CEC and the Recipient. Project means Recipient's specific project that is funded in whole by this Agreement. The Recipient's project will coincide with the Agreement Period.

All reimbursable work and/or the expenditure of funds must occur within the approved term of this Agreement. The CEC cannot authorize any payments until all parties sign this Agreement.

2. Documents Incorporated by Reference

The documents below are incorporated by reference into this Agreement. These terms and conditions will govern in the event of a conflict with the documents below, with the exception of the documents in subsections (e) and (f). Where this Agreement or California laws and regulations are silent or do not apply, the CEC will use the federal cost principles and acquisition regulations listed below as guidance in determining whether reimbursement of claimed costs is allowable. Documents incorporated by reference include:

CEC Guidelines

- a. Equitable Building Decarbonization Direct Install Program Guidelines, <https://www.energy.ca.gov/publications/2023/equitable-building-decarbonization-direct-install-program-guidelines>.

Solicitation Documents (if award is made through a competitive solicitation)

- b. The funding solicitation under which this Agreement was awarded.

- c. The Recipient's proposal submitted in response to the solicitation.

California Air Resources Board Documents

- d. California Air Resources Board, Funding Guidelines for Agencies that Administer California Climate Investments, www.arb.ca.gov/ccifundingguidelines

Federal Cost Principles (applicable to state and local governments, Indian tribes, institutions of higher education, and nonprofit organizations)

- e. 2 Code of Federal Regulations (CFR) Part 200, Subpart E (sections 200.400 et seq.).

Federal Acquisition Regulations (applicable to commercial organizations)

- f. 48 CFR, Ch.1, Subchapter E, Part 31, Subpart 31.2: Contracts with Commercial Organizations (supplemented by 48 CFR, Ch. 9, Subchapter E, Part 931, Subpart 931.2 for Department of Energy grants).

Nondiscrimination

- g. 2 California Code of Regulations (CCR), section 11099 et seq.: Contractor Nondiscrimination and Compliance.

General Laws

- h. Any federal, state, or local laws or regulations applicable to the project that are not expressly listed in this Agreement.

3. Due Diligence

The Recipient is required to take timely actions which, taken collectively, move this project to completion. The Commission Agreement Manager (CAM) will periodically evaluate the project schedule and the Scope of Work tasks. If the CAM determines (1) the Recipient is not being diligent in completing the tasks in the Statement of Work or (2) the time remaining in this Agreement is insufficient to complete all project work tasks by the approved Agreement end term date, the CAM may recommend that this Agreement be terminated, and the Agreement may, without prejudice to any of the CEC's remedies, be terminated.

4. Products

- a. **"Products"** are defined as any tangible item specified for delivery to the CEC in the Scope of Work, including but not limited to data, reports, plans, and other program documents. Unless otherwise directed, draft copies of all products identified in the Scope of Work and Schedule of Products shall be submitted to the CAM for review and comment in the manner and form specified in the Scope of Work.

- b. If the CEC determines that a product is substandard given its description and intended use as described in this Agreement, CEC staff, without prejudice to any of the CEC's other remedies, may refuse to authorize payment for the product and any subsequent products that rely on or are based upon the product under this Agreement.
- c. Failure to submit a product required in the Scope of Work may be considered material noncompliance with the Agreement terms. Without prejudice to any other remedies, noncompliance may result in actions such as the withholding of future payments or awards, or the suspension or termination of the Agreement.

5. Publications - Legal Statement on Reports and Products

- a. The Recipient is encouraged to publish or otherwise make publicly available the results of the work conducted under the award.

No product or report produced because of work funded by this program shall be represented to be endorsed by the CEC, and all such products or reports shall include the following statement:

LEGAL NOTICE

This document was prepared as a result of work sponsored by the California Energy Commission. It does not necessarily represent the views of the CEC, its employees, or the State of California. The CEC, the State of California, its employees, contractors, and subcontractors make no warranty, express or implied, and assume no legal liability for the information in this document; nor does any party represent that the use of this information will not infringe upon privately owned rights.

- b. Acknowledgement of California Climate Investments

Recipients shall acknowledge the California Climate Investments program as the source of project funds, in any publications, websites, signage, invitations, and other media-related and public-outreach products. The standard funding language is:

The Equitable Building Decarbonization Program is part of California Climate Investments, a statewide initiative that puts billions of Cap-and-Trade dollars to work reducing greenhouse gas emissions, strengthening the economy, and improving public health and the environment – particularly in disadvantaged communities. The Cap-and-Trade program creates a financial incentive for industries to invest in clean technologies and develop innovative ways to reduce pollution. California Climate Investments projects include affordable housing, renewable energy, public transportation, zero-emission vehicles, environmental restoration, more sustainable agriculture, recycling, and much more. At least 35 percent of these investments are located within and benefiting residents of disadvantaged communities, low-income communities, and low-income households across California. For more information, visit the California Climate Investments website at: www.caclimateinvestments.ca.gov.

The Recipient is encouraged to display the California Climate Investments logo on equipment and signage to acknowledge the funding source.

Guidance on California Climate Investments logo usage, signage guidelines, and high-resolution files are contained in a style guide available at: <http://www.caclimateinvestments.ca.gov/logo-graphics-request>.

6. Changes to the Agreement

a. Procedure for Requesting Changes

The Recipient must submit a written request to the CAM for any change to the Agreement. The request must include:

- A brief summary of the proposed change;
- A brief summary of the reason(s) for the change;
- Justification for the change; and
- The revised section(s) of the Agreement, with changes made in underline/ strikethrough format.

b. Approval of Changes

No amendment or variation of this Agreement shall be valid unless made in writing and signed by both of the parties except for the CEC's unilateral termination rights in Section 11 of these terms. No oral understanding or agreement is binding on any of the parties. Changes to the Agreement must be approved at a CEC business meeting or by the Executive Director (or his/her designee).

The CAM or Commission Agreement Officer (CAO) will provide the Recipient with guidance regarding the level of CEC approval required for a proposed change.

c. Personnel or Subcontractor Changes

All changes below require advance written approval by the CAM, in addition to the appropriate level of CEC approval as described in subsection (b).

1) Replacement of Key Personnel, Subcontractors, and Vendors

The CAM must provide advance written approval of the replacement of personnel, subcontractors, and vendors who are identified in the Agreement and are critical to the outcome of the project, such as the Project Manager.

2) Assignment of New Personnel to an Existing Job Classification

If the Recipient or a subcontractor seeks to assign new personnel to a job classification identified in Attachment 4 (Budget Forms), the Recipient or subcontractor must submit the individual's resume and proposed job classification and rate to the CAM for approval. The proposed rate may not exceed the maximum rate identified for the job classification. Neither the Recipient nor any subcontractor may use the job classifications or rates of their subcontractors for personnel.

If the individual performs any work prior to the effective date of the amendment documenting the change, the Recipient will bear the expense of the work.

3) Promotion of Existing Personnel (Applies to Recipients and major subcontractors)

Promotion of existing Recipient and major subcontractor personnel to rates higher than those listed for their current classification in Attachment 4 will not be approved. The actual rates (e.g., direct labor rates, fringe benefit rates, and indirect rates) shall not exceed the approved rates in the Budget.

4) Addition of job classifications and changes in hours.

- 5) Increased direct operating expenses and rates that exceed the expenses and rates identified in Attachment 4.

7. Contracting and Procurement Procedures

This section provides general requirements for (a) an agreement between the Recipient and a third-party subcontractor³ (subcontract), and (b) an agreement between the Recipient and a Retrofit Awardee (Retrofit Award). Where these terms require the Recipient to flow down terms to subcontractors and Retrofit Awardees, the Recipient shall ensure that its agreement with subcontractors and Retrofit Awardees also require the flow down of these terms to every lower-tiered level of sub-subcontractor and sub-Retrofit Awardee.

For subcontracts that are listed as “to be determined” in the Budget, the Recipient must submit a revised Budget to the CAM, identifying the subcontractor and specific items of cost expected to be incurred by that subcontractor. In addition, Recipient must have a fully executed subcontract or Retrofit Award before the subcontractor or Retrofit Awardee can incur any costs for which the Recipient will seek reimbursement.

The Recipient is required, where feasible, to employ contracting and procurement practices that promote open competition for all goods and services needed to complete this project. Recipient shall obtain price quotes from an adequate number of sources for all subcontracts.

The CEC will defer to the Recipient's own regulations and procedures as long as they reflect applicable state and local laws and regulations and are not in conflict with the minimum standards specified in this Agreement.

Upon request, the Recipient must submit to the CAM a copy of all solicitations for services or products required to carry out the terms of this Agreement and copies of the proposals or bids received.

³ A subcontractor is any person or entity that receives grant funds directly from the Recipient and is entrusted by the Recipient to make decisions about how to conduct some of the block grant project activities. A subcontractor's role involves discretion over grant activities and is not merely just selling goods or services. A subcontractor cannot also be a Retrofit Awardee. A vendor is a person or entity that sells goods or services to the Recipient, Subcontractor, or any lower-tiered level of Sub-Subcontractor, in exchange for some of the grant funds, and does not make decisions about how to perform the grant's activities. A vendor's role is ministerial and does not involve discretion over grant activities.

The Recipient is responsible for handling all contractual and administrative issues arising out of or related to any subcontracts it enters into under this Agreement. Nothing contained in this Agreement or otherwise creates any contractual relation between the CEC and any subcontractors, and no subcontract may relieve the Recipient of its responsibilities under this Agreement. The Recipient agrees to be as fully responsible to the CEC for the acts and omissions of its subcontractors or persons directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Recipient.

The Recipient's obligation to pay its subcontractors is an independent obligation from the CEC's obligation to make payments to the Recipient. As a result, the CEC has no obligation to pay or enforce the payment of any funds to any subcontractor. The Recipient is responsible for establishing and maintaining contractual agreements with and reimbursing each subcontractor for work performed in accordance with the terms of this Agreement.

All subcontracts must incorporate all of the following:

- A clear and accurate description of the material, products, or services to be procured as well as a detailed budget and timeline.
- A detailed budget and timeline.
- Provisions that allow for administrative, contractual, or legal remedies in instances where subcontractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
- Provisions for termination by the Recipient, including termination procedures and the basis for settlement, and language conforming to the termination provision related to Executive Order N-6-22 – Russia Sanctions.
- A statement that further assignments will not be made to any third or subsequent tier subcontractor without additional advance written consent of the CEC.
- Language conforming to the following provisions:
 - Publications - Legal Statement on Reports and Products (Section 5)
 - Equipment (Section 10)
 - Travel and Per Diem (Section 13)
 - Standard of Performance (Section 14)
 - Fiscal Accounting Requirements (Section 16)
 - Indemnification (Section 17)
 - Nondiscrimination Statement of Compliance (Section 20.b)
 - Site Visits (Section 21)

- Public Works – Payment of Prevailing Wages (Section 23)
- Intellectual Property (Section 24)
- Remedies for Non-Compliance (Section 25)
- Enforcement (Section 26)
- Receipt of Confidential Information and Personal Information (Section 28)
- Conflicts of Interest (Section 31)
- Survival of the following provisions:
 - Equipment (Section 10)
 - Fiscal Accounting Requirements (Section 16)
 - Intellectual Property (Section 24)
 - Receipt of Confidential Information and Personal Information (Section 28)

Recipients who are subcontracting with University of California (UC) may use the terms and conditions negotiated by the CEC with UC for their subcontracts. Recipients who are subcontracting with the United States Department of Energy (DOE) national laboratories may use the terms and conditions negotiated with DOE.

Without limiting any of the CEC's other remedies, failure to comply with the above requirements may result in the termination of this Agreement.

Retrofit Awards funded in whole or in part by this Agreement must incorporate all of the following:

- Provisions that allow for administrative, contractual, or legal remedies in instances where Retrofit Awardees violate or breach contract terms, including Program Participation Agreement terms and the tenant protections therein, and provide for such sanctions and penalties as may be appropriate, including the repayment to CEC of grant funds spent under the Retrofit Award.
- Provisions for termination by the Recipient, including termination procedures and the basis for settlement, and language conforming to the termination provision related to Executive Order N-6-22 – Russia Sanctions.
- A statement that further assignments will not be made to any third or subsequent tier Retrofit Awardee without additional advance written consent of the CEC.
- Language conforming to the following provisions:
 - Equipment (Section 10)
 - Indemnification (Section 17)

- Site Visits (Section 21)
- Remedies for Non-Compliance (Section 25)
- Enforcement (Section 26)
- Receipt of Confidential Information and Personal Information (Section 28), if applicable
- Conflicts of Interest (Section 31)
- Survival of the following provisions:
 - Equipment (Section 10)

8. Bonding and Insurance

The Recipient will follow its own bonding and insurance requirements relating to bid guarantees, performance bonds, and payment bonds without regard to the dollar value of the subcontract(s) as long as they reflect applicable state and local laws and regulations.

9. Permits and Clearances

The Recipient is responsible for ensuring all necessary permits and environmental documents are prepared and clearances are obtained from the appropriate agencies.

10. Equipment

Equipment is defined as having a useful life of at least one year, having an acquisition unit cost of at least \$5,000, and purchased with grant funds. Equipment means any products, objects, machinery, apparatus, implements, or tools purchased, used, or constructed within the project, including those products, objects, machinery, apparatus, implements or tools from which over thirty percent (30%) of the equipment is composed of materials purchased for the project. For purposes of determining depreciated value of equipment used in the Agreement, the project shall terminate at the end of the normal useful life of the equipment purchased, funded and/or developed with CEC funds. The CEC may determine the normal useful life of such equipment.

Title to equipment and any appliance acquired by the Recipient with grant funds shall vest in the Recipient, and the Recipient may transfer title to Retrofit Awardees. Title to equipment acquired by Retrofit Awardees with grant funds, if any, shall vest in the Retrofit Awardee. The Recipient shall use the equipment in the project or program for which it was acquired as long as needed, whether or not the project or program continues to be supported by grant funds, and the Recipient shall not encumber the property without CAM approval. When no longer needed for the original project or program, the Recipient shall contact the CAM for disposition instructions.

The Recipient shall also flow to Retrofit Awardee any requirements developed in the Program Participation Agreements developed under the Scope of Work. The Recipient shall require Retrofit Awardee to comply with any limitations on equipment or appliance disposition provided in any lease addendum, deed recording, or other document provided by the Recipient.

11. Termination

This project may be terminated for any reason set forth below.

With Cause

The CEC may, for cause, terminate this Agreement upon giving five (5) calendar days advance written notice to the Recipient. In this event, the Recipient will use all reasonable efforts to mitigate its expenses and obligations.

The term "for cause" includes but is not limited to the following:

- Reorganization to a business entity unsatisfactory to the CEC;
- Retention or hiring of subcontractors, or replacement or addition of personnel, that fail to perform to the standards and requirements of this Agreement;
- The Recipient's inability to pay its debts as they become due and/or the Recipient's default of an obligation that impacts its ability to perform under this Agreement; or
- Significant change in state or CEC policy such that the work or product being funded would not be supported by the CEC.

Without Cause

The CEC may terminate this Agreement without cause upon giving thirty (30) days advance written notice to the Recipient. In this event, the Recipient will use all reasonable efforts to mitigate its expenses and obligations.

If this Agreement is terminated with or without cause, the CEC reserves the right to transfer this project to another Equitable Building Decarbonization regional administrator and Recipient will use good faith efforts to take steps to effectuate the transfer.

12. Stop Work

CEC staff may, at any time, by written notice to Recipient, require Recipient to stop all or any part of the work tasks in this Agreement. Stop work orders may be issued for reasons such as a project exceeding budget, standard of performance, out of scope work, delay in project schedule, misrepresentations and the like.

- a. Compliance. Upon receipt of such a stop work order, Recipient shall immediately take all necessary steps to comply therewith and to stop the incurrence of costs allocable to the CEC.
- b. Canceling a Stop Work Order. Recipient shall resume the work only upon receipt of written instructions from CEC staff.

13. Travel and Per Diem

- a. The Recipient shall be reimbursed for travel and per diem expenses using the same rates provided to non-represented State employees, subject to any state-wide prohibition on travel. The Recipient must pay for travel in excess of these rates. The Recipient may obtain current rates from the [CEC's website](http://www.energy.ca.gov/contracts/TRAVEL_PER_DIEM.PDF) at:
http://www.energy.ca.gov/contracts/TRAVEL_PER_DIEM.PDF.
- b. For purposes of payment, Recipient's headquarters shall be considered the location of the Recipient's office where the employees' assigned responsibilities for this award are permanently assigned.
- c. Travel identified in the Budget section of this Agreement is approved and does not require further authorization.
- d. Travel that is not included in the Budget section of this Agreement shall require written authorization from the CAM and CAO prior to travel departure. The CEC will reimburse travel expenses from the Recipient's office location.
- e. The Recipient must retain documentation of travel expenses in its financial records. The documentation must be listed by trip and include dates and times of departure and return, departure city, and destination city. Travel receipts, including for travel meals and incidentals, shall be submitted with payment requests requesting reimbursement from the CEC.

14. Standard of Performance

Recipient, its subcontractors, and their employees, in the performance of Recipient's work under this Agreement shall be responsible for exercising the degree of skill and care required by customarily accepted good professional practices and procedures used in the Recipient's field.

Any costs for failure to meet the foregoing standard or to correct otherwise defective work that requires re-performance of the work, as directed by CAM, shall be borne in total by Recipient and not the CEC.

It is the Recipient's duty to ensure that CEC funds are not misspent by subcontractors or misused by Retrofit Awardees. For example, Recipient must ensure CEC funds are used to reimburse or otherwise pay for allowable costs that are actually incurred. This includes that it is the Recipient's duty to develop internal controls to detect fraud, waste, and abuse.

In the event Recipient/subcontractor fails to perform in accordance with the above standard:

- a. Recipient/subcontractor will re-perform, at its own expense, any task which was not performed to the reasonable satisfaction of the CAM. Any work re-performed pursuant to this paragraph shall be completed within the time limitations originally set forth for the specific task involved. Recipient/subcontractor shall work any overtime required to meet the deadline for the task at no additional cost to the CEC;
- b. The CEC shall provide a new schedule for the re-performance of any task pursuant to this paragraph in the event that re-performance of a task within the original time limitations is not feasible; and
- c. The CEC shall have the option to direct Recipient/subcontractor not to re-perform any task which was not performed to the reasonable satisfaction of the CAM pursuant to application of (a) and (b) above. In the event the CEC directs Recipient/subcontractor not to re-perform a task, the CEC and Recipient shall negotiate a reasonable settlement for satisfactory work performed. No previous payment shall be considered a waiver of the CEC's right to reimbursement.

Nothing contained in this section is intended to limit any of the rights or remedies which the CEC may have under law.

15. Payment of Funds

a. Advance funds for Retrofit Awards

This Agreement is for the Recipient to administer a block grant program. Under Public Resources Code section 25661(b) the CEC has authority to advance up to 25 percent of the clean energy program moneys allocated to recipients of a financial incentive, and Public Resources Code section 25660(c) confers block grant authority.

Under this Agreement, the Recipient can request but is not guaranteed to receive advance funds for Retrofit Awards (i.e., incentives). Funds will not be advanced for other project expenditures. It is solely within the CEC's discretion to allow advance funds. Because the CEC earns interest on the funds in its accounts, the CEC can lose interest if it advances funds long before Recipient actually pays out the funds (i.e., the funds sit in Recipient's account instead of the CEC's interest-earning account). The Recipient shall establish a separate ledger account or fund for receipt and disbursement of advance funds under this Agreement.

Accordingly, the Recipient, if allowed to receive advance funds for Retrofit Awards, shall take reasonable efforts to minimize the time between receiving advance funds and paying them out. The CEC can request at any time that the Recipient repay to the CEC any funds advanced to Recipient that the Recipient has not paid out, and the Recipient shall repay the unspent advanced funds within 10 days of receiving the CEC's request.

The Recipient shall pay to the CEC any interest it earns on advanced funds that cumulatively total more than \$200. This means over the life of this Agreement, if the Recipient cumulatively earns more than \$200 on advanced funds, any additional interest amounts after that shall be paid to the CEC. Alternatively, the CEC in its sole discretion, can instead subtract the interest amount over \$200 from the amount paid to Recipient as requested in Recipient's future invoices.

In addition to other documentation the Recipient must provide under this Agreement, upon request by the CEC, the Recipient shall provide all documents related to advanced funds received and paid out and any interest earned on the funds.

b. Reimbursement for all other project expenditures

The CEC agrees to reimburse the Recipient for actual allowable expenditures incurred in accordance with the Budget. The rates in the Budget are rate caps, or the maximum amount allowed to be billed.

The Recipient can only bill for actual expenses incurred at the Recipient's actual rates not to exceed the rates specified in the Budget (e.g., direct labor rates, fringe benefit rates, and indirect rates). For example, if the Budget includes an employee's hourly rate of \$50/hour but the employee is only paid \$40/hour, the Recipient can only bill for \$40/hour. Under the same example, if the employee earned \$70/hour but the Budget only lists \$50/hour, the Recipient can only bill for \$50. Another example is if the maximum fringe benefit rate listed in the Budget is 20% but the Recipient's actual fringe benefit rate is only 15%, the Recipient can only bill at 15%. The actual rates (e.g., direct labor rates, fringe benefit rates, and indirect rates) should not exceed the approved rates in the Budget.

(1) Payment Requests

The Recipient may request payment from the CEC no more frequently than monthly. The final payment request must be received by the CEC along with the Final Report 60 days prior to the end of the Agreement term.

Payments will generally be made on a reimbursement basis for Recipient expenditures, i.e., after the Recipient has incurred the cost for a service, product, supplies, or other approved budget item. No reimbursement for food or beverages shall be made other than allowable per diem charges.

Funds in this Agreement have a limited period in which they must be expended. All Recipient expenditures must occur within the approved term of this Agreement.

(2) Documentation

All payment requests must be submitted using a completed Payment Request form and emailed to invoices@energy.ca.gov. This form must be accompanied by an itemized list of all charges and copies of all receipts or invoices necessary to document these charges for the CEC, including backup documentation for actual expenditures, such as timecards, vendor invoices, and proof of payment. Any payment request that is submitted without the itemization will not be authorized. If the itemization or documentation is incomplete, inadequate, or inaccurate, the CAM will inform the Recipient via a Dispute Notification Form (Std. 209) and hold the invoice until all required information is received or corrected. Any penalties imposed on the Recipient by a subcontractor because of delays in payment will be paid by the Recipient.

Any documentation in foreign currency must be converted to dollars, and the conversion rate must be included in your itemization.

(3) Certification

The following certification shall be included on each Payment Request form and signed by the Recipient's authorized officer:

I certify that this invoice is correct and proper for payment, and reimbursement for these costs has not and will not be received from any other sources, including but not limited to a government entity contract, subcontract, or other procurement method.

Additional certification is required related to the payment of prevailing wages. Refer to Sections 20 and 23 of these terms and conditions for more information.

(4) Government Entity

Government Entity is defined as a governmental agency from California or any state or a state college or state university from California or any state; a local government entity or agency, including those created as a Joint Powers Authority; an auxiliary organization of the California State University or a California community college; the Federal Government; a foundation organized to support the Board of Governors of the California Community Colleges or an auxiliary organization of the Student Aid Commission established under Education Code 69522.

(5) Release of Funds

The CAM will not process any payment request during the Agreement term until the following conditions have been met:

- All required reports have been submitted and are satisfactory to the CAM.
- All applicable special conditions have been met.
- All appropriate permits or permit waivers from governmental agencies have been issued to the Recipient and copies have been received by the CAM.
- All products due have been submitted and are satisfactory to the CAM.
- Other prepayment conditions as may be required by the CAM have been met. Such conditions will be specified in writing ahead of time, if possible.

(6) Fringe Benefits, Indirect Overhead, and General and Administrative (G&A)

Indirect cost rates must be developed in accordance with generally accepted accounting principles. If the Recipient has an approved fringe benefits or indirect cost rate (indirect overhead or G&A) from their cognizant Federal Agency, the Recipient may bill at the federal rate up to the Budget rate caps if the following conditions are met:

- The Recipient may bill at the federal provisional rate but must adjust annually to reflect their actual final rates for the year in accordance with the Labor, Fringe, and Indirect Invoicing Instructions which can be accessed in this agreement.

- The cost pools used to develop the federal rates must be allocable to the CEC Agreement, and the rates must be representative of the portion of costs benefiting the CEC Agreement. For example, if the federal rate is for manufacturing overhead at the Recipient's manufacturing facility and the CEC Agreement is for research and development at their research facility, the federal indirect overhead rate would not be applicable to the CEC Agreement.
- The federal rate must be adjusted to exclude any costs that are specifically prohibited in the CEC Agreement.
- The Recipient may only bill up to the Agreement Budget rate caps unless and until an amendment to the Agreement Budget is approved.

(7) Retention

It is the CEC's policy to retain 10 percent of any payment request or 10 percent of the total CEC award until the end of the project. After the project is complete the Recipient must submit a completed payment request form requesting release of the retention. The CAM will review the project file and, when satisfied that the terms of the funding Agreement have been fulfilled, will authorize release of the retention.

Retention shall only be held for administrative costs.

The CEC may choose to release retention on an annual basis, if the Recipient's performance and completion of products and activities over the course of the year in question (referred to herein as a Retention Year) is determined by the CAM to be satisfactory. The Retention Year shall align with the reporting period for the Recipient's Annual Reports. After the completion of a Retention Year and submission of the associated Annual Report, the Recipient may submit a completed payment request form requesting release of retention pursuant to this paragraph.

(8) State Controller's Office

Payments are made by the State Controller's Office.

16. Fiscal Accounting Requirements

a. Accounting and Financial Methods

The Recipient shall establish a separate ledger account or fund for receipt and disbursement of CEC funds for each project funded by the CEC. Expenditure details must be maintained in accordance with the approved budget details using appropriate accounting practices.

b. Retention of Records

The Recipient shall retain all project records (including financial records, progress reports, and payment requests) for a minimum of three (3) years after the final payment has been received or five (5) years after the state grant term, whichever is later, unless otherwise specified in the funding Agreement.

Records for nonexpendable personal property acquired with grant funds shall be retained for five years after its final disposition or five years after the state grant term, whichever is later.

c. Audits

Upon written request from the CEC, the Recipient shall provide detailed documentation of all expenses at any time throughout the project. In addition, the Recipient agrees to allow the CEC or any other agency of the State, or their designated representative, upon written request, to have reasonable access to and the right of inspection of all records that pertain to the project during the term of this Agreement and for a period of three (3) years thereafter or three years after the federal grant term, whichever is later, unless the CEC notifies the Recipient, prior to the expiration of such three-year period, that a longer period of record retention is necessary. Further, the Recipient agrees to incorporate an audit of this project within any scheduled audits, when specifically requested by the State. Recipient agrees to include a similar right to audit in any subcontract.

Recipients are strongly encouraged to conduct annual audits in accordance with the single audit concept. The Recipient should provide two copies of the independent audit report and any resulting comments and correspondence to the CAM within 30 days of the completion of such audits.-

17. Indemnification

The Recipient agrees to indemnify, defend, and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting to Recipient, the CEC, and to any and all contractors, subcontractors, Retrofit Awardees, vendors, materialmen, laborers, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Recipient in the performance of this Agreement.

This includes repayment to CEC for funds advanced which were not spent, either by the Recipient or a subcontractor, in accordance with the terms of this Agreement.

18. *Workers' Compensation Insurance*

- a. Recipient hereby warrants that it carries Worker's Compensation Insurance for all of its employees who will be engaged in the performance of this Agreement, and agrees to furnish to the CAM satisfactory evidence of this insurance at any time the CAM may request.
- b. If Recipient is self-insured for worker's compensation, it hereby warrants such self-insurance is permissible under the laws of the State of California and agrees to furnish to the CAM satisfactory evidence of this insurance at any time the CAM may request.

19. *General Provisions*

- a. Governing Law

It is hereby understood and agreed that this Agreement shall be governed by the laws of the State of California as to interpretation and performance.

- b. Independent Capacity

The Recipient, and the agents and employees of the Recipient, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the CEC.

- c. Assignment

Without the written consent of the CEC in the form of a formal written amendment, this Agreement is not assignable or transferable by Recipient either in whole or in part.

- d. Timeliness

Time is of the essence in this Agreement.

- e. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

- f. Waiver

No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative, that is, in addition to every other remedy provided therein or by law.

g. Assurances

The CEC reserves the right to seek further written assurances from the Recipient and its team that the work of the project under this Agreement will be performed consistent with the terms of the Agreement.

h. Change in Business

(1) Recipient shall promptly notify the CEC of the occurrence of each of the following:

- (a) A change of address.
- (b) A change in the business name or ownership.
- (c) The existence of any litigation or other legal proceeding affecting the Project.
- (d) The occurrence of any casualty or other loss to Project personnel, equipment or third parties of a type commonly covered by insurance.
- (e) Receipt of notice of any claim or potential claim against Recipient for patent, copyright, trademark, service mark and/or trade secret infringement that could affect the CEC's rights.

(2) Recipient shall not change or reorganize the type of business entity under which it does business except upon prior written notification to the CEC. A change of business entity or name change requires an amendment assigning or novating the Agreement to the changed entity. In the event the CEC is not satisfied that the new entity can perform as the original Recipient, the CEC may terminate this Agreement as provided in the termination paragraph.

i. Survival of Terms

It is understood and agreed that certain provisions shall survive the completion or termination date of this Agreement for any reason. The provisions include, but are not limited to:

- Publications - Legal Statement on Reports and Products (Section 5)
- Equipment (Section 10)
- Termination (Section 11)
- Payment of Funds (Section 15)
- Fiscal Accounting Requirements (Section 16)
- Indemnification (Section 17)
- Change in Business (Section 19.h)

- Intellectual Property (Section 24)

20. **Certifications and Compliance**

Federal, State and Municipal Requirements

Recipient must obtain any required permits and shall comply with all applicable federal, State, and municipal laws, rules, codes, and regulations for work performed under this Agreement.

Nondiscrimination Statement of Compliance

During the performance of this Agreement, Recipient and its subcontractors shall not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. Recipient and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Recipient and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code sections 12990 et seq.) and the applicable regulations promulgated thereunder (CCR, Title 2, section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4.1 of Title 2 of the CCR are incorporated into this Agreement by reference and made a part of it as if set forth in full. Recipient and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

The Recipient shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

Drug-Free Workplace Certification

By signing this Agreement, the Recipient hereby certifies under penalty of perjury under the laws of the State of California that the Recipient will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- (1) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations as required by Government Code section 8355(a)(1).

(2) Establish a Drug-Free Awareness Program as required by Government Code section 8355(a)(2) to inform employees about all of the following:

- The dangers of drug abuse in the workplace;
- The person's or organization's policy of maintaining a drug-free workplace;
- Any available counseling, rehabilitation, and employee assistance programs; and
- Penalties that may be imposed upon employees for drug abuse violations.

(3) Provide, as required by Government Code section 8355(a)(3), that every employee who works on the proposed project:

- Will receive a copy of the company's drug-free policy statement;
- Will agree to abide by the terms of the company's statement as a condition of employment on the project.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both, and the Recipient may be ineligible for any future State awards if the CEC determines that any of the following has occurred: (1) the Recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

d. Child Support Compliance Act (Applicable to California Employers)

For any Agreement in excess of \$100,000, the Recipient acknowledges that:

- It recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- To the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

e. Americans with Disabilities Act

By signing this Agreement, Recipient assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101, et seq.), which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA.

f. Air or Water Pollution Violation

Under state laws, the Recipient will not be:

- (1) In violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district;
- (2) Subject to a cease-and-desist order not subject to review issued pursuant to section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or
- (3) Finally determined to be in violation of provisions of federal law relating to air or water pollution.

g. National Labor Relations Board Certification (Not applicable to public entities)

The Recipient, by signing this Agreement, swears under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Recipient within the immediately preceding two-year period because of the Recipient's failure to comply with an order of a federal court that orders the Recipient to comply with an order of the National Labor Relations Board.

21. Site Visits

The CEC and/or its designees have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. Recipient must provide and must require subcontractors and Retrofit Awardees to provide reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

22. Budget Contingency Clause

It is mutually agreed that this Agreement shall be of no further force and effect if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the work identified in the Scope of Work. In this event, the CEC shall have no liability to pay any funds whatsoever to the Recipient or to furnish any other consideration under this Agreement, and the Recipient shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the CEC shall have the option to either: 1) cancel this Agreement with no liability occurring to the CEC; or 2) offer an Agreement Amendment to the Recipient to reflect the reduced amount.

23. Public Works -- Payment of Prevailing Wages Generally Required by Law

Projects that receive an award of public funds from the CEC often involve construction, alteration, demolition, installation, repair, or maintenance work over \$1,000.

NOTE: Projects that receive an award of public funds from the CEC are likely to be considered public works under the California Labor Code. See Chapter 1 of Part 7 of Division 2 of the California Labor Code, commencing with section 1720 and Title 8, CCR, Chapter 8, Subchapter 3, commencing with section 16000.

Accordingly, the CEC assumes that all projects it funds are public works. Projects deemed to be public works require among other things the payment of prevailing wages.

NOTE: Prevailing wage rates can be significantly higher than non-prevailing wage rates.

By accepting this Agreement, Recipient as a material term of this Agreement shall be fully responsible for complying with all California public works requirements including but not limited to payment of prevailing wage. Public Resources Code section 25665.3(f) provides that "[p]rojects funded pursuant the [Equitable Building Decarbonization] direct install program shall be performed by workers paid prevailing wage where possible and when applicable." Therefore, as a material term of this Agreement, Recipient must either:

(a) Proceed on the assumption that the project is a public work and ensure that:

- (i) prevailing wages are paid; and
- (ii) the project budget for labor reflects these prevailing wage requirements; and
- (iii) the project complies with all other requirements of prevailing wage law including but not limited to keeping accurate payroll records, and complying with all working hour requirements and apprenticeship obligations;

or,

(b) Timely obtain a legally binding determination from the California Department of Industrial Relations (DIR) or a court of competent jurisdiction before work begins on the project that the proposed project is not a public work.

NOTE: Only the DIR and courts of competent jurisdiction have jurisdiction to issue legally binding determinations that a particular project is or is not a public work.

If the Recipient is unsure whether the project receiving this award is a “public work” as defined in the California Labor Code, it may wish to seek a timely determination from the DIR or an appropriate court.

NOTE: Such processes can be time consuming and therefore it may not be possible to obtain a timely determination before the date for performance of the award commences.

If the Recipient does not timely obtain a binding determination from DIR or a court of competent jurisdiction that the project is not a public work, before this Agreement from the CEC is executed, the Recipient shall assume that the project is a public work and that payment of prevailing wages is required and shall pay prevailing wages unless and until such time as the project is subsequently determined to not be a public work by DIR or a court of competent jurisdiction.

NOTE: California Prevailing Wage law provides for substantial damages and financial penalties for failure to pay prevailing wages when payment of prevailing wages is required.

Subcontractors and Flow-down Requirements. Recipient shall ensure that its subcontractors, if any, also comply with above requirements with respect to public works/prevailing wage. Recipient shall ensure that all agreements with its contractors/subcontractors to perform work related to this project contain the above terms regarding payment of prevailing wages on public works projects. Recipient shall be responsible for any failure of Recipient’s subcontractors to comply with California prevailing wage and public works laws.

Indemnification and Breach. Any failure of Recipient or its subcontractors to comply with the above requirements shall constitute a breach of this Agreement that excuses the CEC’s performance of this Agreement at the CEC’s option, and shall be at Recipient’s sole risk. In such a case, CEC may refuse payment to Recipient of any amount under this Agreement and CEC shall be released, at its option, from any further performance of this award or any portion thereof. By accepting this Agreement, and as a material term of this Agreement, Recipient agrees to indemnify the CEC and hold the CEC harmless for any and all financial consequences arising out of or resulting from the failure of Recipient and/or any of Recipient’s subcontractors to pay prevailing wages or to otherwise comply with the requirements of prevailing wage law.

Budget. Recipient's budget and subcontractors' budgets on public works projects must indicate which job classifications are subject to prevailing wage. For detailed information about prevailing wage and the process to determine if the proposed project is a public work, Recipient may wish to contact the DIR or a qualified labor attorney of their choice for guidance.

Covered Trades. For public works projects, Recipient may contact DIR for a list of covered trades and the applicable prevailing wage.

Questions. If Recipient has any questions about this contractual requirement or the wage, record keeping, apprenticeship or other significant requirements of California prevailing wage law, it is recommended that Recipient consult DIR and/or a qualified labor attorney of its choice before accepting this Agreement.

Certification. Recipient shall certify to the CEC on each Payment Request Form, either that (1) prevailing wages were paid to eligible workers who provided labor for work covered by the payment request and that the Recipient and all contractors and subcontractors otherwise complied with all California prevailing wage laws, or (2) that the project is not a public work requiring the payment of prevailing wages. In the latter case, Recipient shall provide competent proof of a DIR or court determination that the project is not a public work requiring the payment of prevailing wages.

Prior to the release of any retained funds under this Agreement, the Recipient shall submit to the CEC the above-described certificate signed by the Recipient and all contractors and subcontractors performing public works activities on the project. Absent such certificate, Recipient shall have no right to any funds under this Agreement, and CEC shall be relieved of any obligation to pay said funds.

24. *Intellectual Property*

- a. The CEC makes no claim to "intellectual property" developed under this Agreement except as expressly provided herein.
- b. "Intellectual property" means: (a) inventions, technologies, designs, drawings, software, formulas, compositions, processes, techniques, works of authorship, trademarks, service marks, and logos that are created, conceived, discovered, made, developed, altered, or reduced to practice with Agreement or match funds during or after the Agreement term; (b) any associated proprietary rights to these items, such as patent and copyright; and (c) any upgrades or revisions to these items.

"Product" means any tangible item specified for delivery to the CEC in the Scope of Work.

“Works of authorship” does not include written products created for Agreement reporting and management purposes, such as reports, summaries, lists, letters, agendas, schedules, and invoices.

- c. The CEC owns all products identified in the Scope of Work, with the exception of products that fall within the definition of “intellectual property.”
- d. The CEC has a no-cost, non-exclusive, transferable, irrevocable, royalty-free, worldwide, perpetual license to use, publish, translate, modify, and reproduce intellectual property for governmental purposes, including but not limited to providing data and reports to other government entities, state legislature, and utility companies and using data for the development of future programs.
- e. The Recipient may not, in supplying work under this Agreement, knowingly infringe or misappropriate any intellectual property right of a third party and will take reasonable actions to avoid infringement.

To the extent allowed under California law, the Recipient will defend and indemnify the CEC from and against any claim, lawsuit, or other proceeding, loss, cost, liability, or expense (including court costs and reasonable fees of attorneys and other professionals) to the extent arising out of: (i) any third party claim that a product infringes any patent, copyright, trade secret, or other intellectual property right of any third party; or (ii) any third party claim arising out of the negligent or other tortious acts or omissions by the Recipient or its employees, subcontractors, or agents in connection with or related to the products or the Recipient’s performance under this Agreement.

25. CEC Remedies for Recipient’s Non-Compliance

Without limiting any of its other remedies, the CEC may, for Recipient’s noncompliance of any Agreement requirement, withhold future payments, demand and be entitled to repayment of past reimbursements, or suspend or terminate this Agreement. The tasks in the Scope of Work are non-severable, and completion of all of them is material to this Agreement. Thus, the CEC, without limiting its other remedies, is entitled to repayment of all funds paid to Recipient if the Recipient does not timely complete all tasks in the Scope of Work. These remedies will also be flowed down to Retrofit Awardees in the event of breach of their Program Participation Agreements.

Further, if any penalty, fine, or other assessment is issued against the CEC or the CEC and other parties as a result of the Recipient's, its subcontractors', or a Retrofit Awardee's failure to comply with the Agreement requirements, the Recipient shall pay all assessment amounts with its own, non-grant funds, including any assessment against the CEC. Should the Recipient fail to pay the penalty, fine, or other assessment, the Recipient acknowledges that such monies may be paid out of retention.

26. Enforcement

a. Recovery of Overpayment or Misuse of Funds

The CEC may direct the CEC's Office of Chief Counsel to commence formal legal action against any applicant or Recipient to recover any portion of a payment under the Agreement that the Executive Director determines the applicant or Recipient was not otherwise entitled to receive.

b. Fraud and Misrepresentation

The Executive Director may initiate an investigation of any applicant, Recipient, subcontractor, vendor, or Retrofit Awardee that the Executive Director has reason to believe may have misstated, falsified, or misrepresented information in submitting an application, payment claim, or reporting any information required by the Agreement. Based on the results of the investigation, the Executive Director may take any action deemed appropriate, including, but not limited to, termination of the Agreement, recovery of any overpayment, and, with the concurrence of the CEC, recommending the Attorney General initiate an investigation and prosecution under Government Code section 12650, et seq., or other provisions of law.

27. Confidential Recipient Information

a. Identification of Confidential Recipient Information

- (1) For the purposes of this Section, "Confidential Recipient Information" refers to information belonging to the Recipient that the Recipient has satisfactorily identified as confidential and the CEC has agreed to designate as confidential under Title 20 CCR section 2505.
- (2) Prior to the effective date of this Agreement, the Recipient will identify all products (or information contained within products) it considers Confidential Recipient Information, and provide the legal basis for confidentiality, in Attachment 1 to this Exhibit. If the CEC agrees the information is confidential, it will not disclose it except as provided in subsection (b).
- (3) During the Agreement, if the Recipient obtains or develops additional products (or information contained within products) not originally identified as Confidential Recipient Information in Attachment 1 to

this Exhibit, the Recipient will follow the procedures for a request for designation of confidential information as specified in Title 20 CCR section 2505.

The CEC's Executive Director will make the confidentiality determination. Such subsequent determinations may be added to the list of confidential deliverables in the Attachment 1 to this Exhibit. The CEC will not disclose information subject to an application for confidential designation except as provided in subsection (b).

- (4) When submitting products containing Confidential Recipient Information, the Recipient will mark each page of any document containing Confidential Recipient Information as "confidential" and present it in a sealed package to the Contracts, Grants, and Loans Office.

The CAM may require the Recipient to submit a non-confidential version of the product if it is feasible to separate the Confidential Recipient Information from the non-confidential information. The Recipient is not required to submit such products in a sealed package.

b. Disclosure of Confidential Recipient Information

The CEC will only disclose Confidential Recipient Information under the circumstances specified in Title 20 CCR sections 2506, 2507, and 2508. All Confidential Recipient Information that is legally disclosed by the Recipient or any other entity will become a public record and will no longer be subject to the CEC's confidentiality designation.

c. Waiver of Consequential Damages

In no event will the CEC or the state of California be liable for any special, incidental, or consequential damages based on breach of warranty, breach of contract, negligence, strict tort, or any other legal theory for the disclosure of the Confidential Recipient Information, even if the CEC has been advised of the possibility of such damages.

Damages that the CEC and the state of California will not be responsible for include but are not limited to lost profit; lost savings or revenue; lost goodwill; lost use of the product or any associated equipment; cost of capital; cost of any substitute equipment, facilities, or services; downtime; the claims of third parties including customers; and injury to property.

d. Limitations on the Disclosure of Products

During the Agreement, the Recipient, subcontractors, any lower-tiered level of sub-subcontractors, and Vendors must receive written approval from the CAM prior to disclosing the contents of any draft product to a third party. However, if the CEC makes a public statement about the content of any product provided by the Recipient and the Recipient believes the statement is incorrect, the Recipient may state publicly what it believes is correct.

28. Receipt of Confidential Information and Personal Information

For the purposes of this Section, “confidential information” refers to information the CEC has designated as confidential pursuant to Title 20 CCR section 2505 *et seq.*, information the CEC has otherwise deemed or stated to be confidential, and other information exempt from public disclosure under the provisions of the California Public Records Act or other applicable state or federal laws.

For the purposes of this Section, “personal information” refers to information that meets the definition of “personal information” in California Civil Code section 1798.3(a) or one of the data elements set forth in California Civil Code section 1798.29(g)(1) or (g)(2). Personal information is a type of confidential information and is therefore subject to all requirements for confidential information provided in this Agreement and applicable law. However, there are additional requirements specific to personal information.

For the purposes of this Section, “special terms for confidential information” refers to the CEC’s special terms and conditions for the receipt of confidential information and personal information. The CEC’s special terms for confidential information include, but are not limited to, having in place an Information Security Program Plan, and obtaining nondisclosure agreements from all individuals who will be provided access to confidential information or personal information.

If the Recipient will receive confidential information or personal information from the CEC or a third-party for the performance of this Agreement, the Recipient must first agree to and comply with the CEC’s special terms for confidential information.

If any other individual or entity participating in any way with this Agreement, including but not limited to subcontractors, Retrofit Awardees, vendors, and other project partners, will receive confidential information or personal information from the CEC or a third-party for the performance of this Agreement, that individual or entity must first agree to and comply with the CEC's special terms for confidential information. The Recipient must flow-down the CEC's special terms for confidential information into each subcontract, Retrofit Award, vendor agreement, or other project partner agreement that will be provided access to confidential information or personal information before the individual or entity has access to any such information. Recipient must also require all individuals and entities to flow-down this Section to any lower tier subcontractors, Retrofit Awardees, vendors, project partners, and other individual or entity participating in any way with this Agreement that will be provided access to Confidential Information or Personal Information before the individual or entity has access to any such information.

If this Agreement does not include the CEC's special terms for confidential information and CEC determines the Recipient or any other individual or entity participating in any way with this Agreement will receive confidential information or personal information from the CEC or a third-party for the performance of this Agreement, the CEC reserves the option to amend this Agreement to add its special terms for confidential information.

Except as provided in Title 20 CCR sections 2506, 2507, and 2508, and the CEC's special terms for confidential information, Recipient or any other individual or entity participating in any way with this Agreement may not disclose any information provided to it by the CEC or a third party for the performance of this Agreement if the information has been designated as confidential or is the subject of a pending application for confidential designation.

29. Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine the Recipient is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide the Recipient advance written notice of such termination, allowing the Recipient at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the CEC.

30. Greenhouse Gas Reduction Fund Requirements

- a. This Agreement is funded in part by the Greenhouse Gas Reduction Fund (GGRF) created pursuant to Government Code section 16428.8. This Agreement is subject to, and Recipient shall comply with, the provisions of the laws enacted for spending of auction proceeds deposited into the GGRF, including without limitation: Health and Safety Code section 39710 et. seq.; Government Code section 16428.8 – 16428.95, including any amendments to these sections. In addition to GGRF reporting requirements, Recipients will be responsible for other reporting requirements as outlined in the Scope of Work and specified by the CAM.

b. Reporting

Recipients of GGRF funds must submit reports on expenditures, investment benefits, and project outcomes, per guidance from the California Air Resources Board (CARB). Recipient shall provide reports on all projects during the term of this Agreement and for a period specified by CARB to meet project outcome reporting requirements.

Reporting shall follow the technical standards, format, process, and timing specified by the CAM, consistent with the project-type specific reporting requirements in CARB guidance and methodologies. Information to be reported includes, but is not limited to:

(1) Greenhouse Gas (GHG) Reductions

- Recipient Name or Project ID
- Project description
- Project location
- Census tract
- Project Stages and Dates for Reaching Milestones: Project Selected; Completed; Operational; GHG reductions began
- GGRF dollars allocated and total project cost including GGRF and non-GGRF monies
- Leveraged and/or match funds
- Quantification Period (number of years the project will provide GHG emission reductions)
- Number of projects/incentives/dwellings modified
- Estimated /actual total project GHG emission reductions
- Other information as specified by the CAM and in accordance with CARB requirements

(2) Priority Populations

Recipient reporting shall include information regarding benefits to priority populations, consistent with the detailed information in the CARB guidance which is posted at www.arb.ca.gov/cqi-quantification. Recipient reporting shall include any information needed to evaluate, using the appropriate Benefit Criteria Table, whether the project has a direct benefit to priority populations.

“Priority populations” include residents of: (A) census tracts identified as disadvantaged by California Environmental Protection Agency per SB 535; (B) census tracts identified as low-income per AB 1550; or (C) a low-income household per AB 1550.

(3) Co-Benefits

Recipient reporting shall include each project’s economic, environmental, or public health benefits, including, but not limited to:

- Estimated /actual total reductions in other criteria air pollutants (PM 2.5, NOx, etc.)
- Estimated /actual energy and fuel costs saved (kWh, therms, or other fuels) for energy efficiency and electrification projects
- Other information as specified by the CAM and in accordance with CARB requirements.

(4) Job Creation Benefits

Recipient reporting shall include data related to the number of job-years provided, average wages and benefits, the number of people who completed job training or received industry-recognized certifications, targeted hiring strategy and residence location of job/training recipients, as specified by the CAM and in accordance with CARB requirements.

31. Conflicts of Interest

- a. Recipient agrees to continuously review new and upcoming projects in which Recipient, its subcontractors or other project partners may be involved for potential conflicts of interest (e.g., Gov. Code § 81000 et seq., and Gov. Code § 1090 et seq.). Recipient shall inform the CAM as soon as a question arises about whether a potential conflict may exist or as soon as the Recipient knows a conflict exists. The CAM and CEC's Chief Counsel's Office shall determine what constitutes a potential conflict of interest. The CEC reserves the right to redirect work and funding on a project if the CEC's Chief Counsel's Office determines that there is a potential conflict of interest.

- b. **Appearances of Conflicts of Interest**

The Recipient acknowledges that in governmental agreements even the appearance of a conflict of interest can be harmful to the interest of the State. Thus, the Recipient, its subcontractors and project partners shall refrain from any practices, activities, or relationships that appear to conflict with their obligations under this Agreement, unless the Recipient receives prior written approval of the CEC. In the event the Recipient is uncertain whether the appearance of a conflict of interest may exist, the Recipient shall submit to the CAM a written description of the relevant details.

- c. **Prohibition on Participating in CEC Funding Opportunities**

Under this Agreement, the Recipient and its subcontractors and project partners will, with oversight from the CEC, develop and implement programs. Accordingly, the Recipient and its subcontractors and project partners are prohibited from participating and agree not to participate in any manner (e.g., as an applicant, subcontractor, or match-funding partner) in any financial incentive program implemented under this Agreement.

- d. **Possible amendment of conflicts of interest provisions**

The Recipient acknowledges that, if amendments to this Agreement are made to develop and fund programs or otherwise expand the scope of work, the role of employees of the Recipient, subcontractors and project partners may become more defined. As those responsibilities and tasks are defined, the CAM and CEC's Chief Counsel's Office reserve the right to determine if it is appropriate to designate certain individuals who are participating in the making of government decisions as "consultants" under the Political Reform Act and therefore require the disclosure of economic interests pursuant to Government Code section 87300 and the CEC's Conflict of Interest Code at CCR, Title 20, sections 2401-2402. Upon such determination, this Agreement shall be amended to include the specific procedural requirements applicable to the Recipient, subcontractors and project partners, and any designated consultants.

32. Disclosure.

The Recipient shall promptly inform the CEC when it is engaged by another State agency for work that is similar to a product under the scope of work contemplated in this Agreement. Where that similar work product or deliverable is applicable to this Agreement, the Recipient may use such work product or deliverable, but is barred from billing the CEC in this Agreement for the work performed under the other agreement and not actually performed under this Agreement. Where actual labor is expended to generate the same or similar work product or deliverable under this Agreement as another agreement, the Recipient is allowed to bill for such labor actually performed.

ATTACHMENT E

DOE HOMES TERMS AND CONDITIONS

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Subpart A. Award Provisions

1. Purpose

The purpose of this exhibit is to provide the federal terms and conditions for California Energy Commission (CEC)'s award to Subrecipient under this Agreement. This award is made pursuant to the Section 50121 of the Inflation Reduction Act (IRA), which is referred to as the Home Owner Managing Energy Savings (HOMES) Rebate Program.

2. Summary of Award

Name of Federal awarding agency	U.S. Department of Energy
Name of Recipient /pass-through entity, and contact information for awarding official of the Recipient	California Energy Commission
Name of Subrecipient	
Subrecipient's unique entity identifier (DUNS)	
Federal award identification number (FAIN)	
Federal Award Date of award to the Recipient by the Federal agency	
Subaward period of performance start and end date	
Amount of Federal funds obligated by this action by the pass-through entity to the Subrecipient	
Total amount of Federal funds obligated to the Subrecipient by the pass-through entity including the current obligation	
Total amount of the Federal award committed to the Subrecipient by the pass-through entity	
Federal award description as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	
Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement;	
Identification of whether the award is research and development (R&D)	
Indirect cost rate for Federal award (including if the application of the de minimis rate per §200.414 Indirect (F&A) costs)	[refer to Sub's grant application]

3. Resolution of Conflicting Terms

In the event of any conflict in the terms of this Agreement, this Exhibit will take precedence.

4. **Documents Incorporated by Reference**

The following documents are hereby incorporated by reference:

- a. Award Agreement between the U.S. Department of Energy (DOE) and CEC, Award No. DE-SE0000024 (Award).
- b. Public Law 117-169, IRA.
- c. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 Code of Federal Regulations (CFR) part 200 as amended by 2 CFR part 910, located at <http://www.eCFR.gov>.
- d. The Administrative and Legal Requirements Document (ALRD) for the HOMES Rebate Program, located at <https://www.energy.gov/scep/home-energy-rebate-programs-guidance>.
- e. The standard DOE financial assistance intellectual property provisions applicable to various types of recipients, located at: <https://energy.gov/gc/standard-intellectual-property-ip-provisions-financial-assistance-awards>.
- f. The National Policy Assurances, located at: <http://www.nsf.gov/awards/managing/rtc.jsp> and <https://www.energy.gov/management/articles/national-policy-assurances-be-incorporated-award-terms>.
- g. Research Terms and Conditions and the DOE Agency Specific Requirements at <http://www.nsf.gov/bfa/dias/policy/rtc/index.jsp> (if the Award is for research and the Award is to a university or non-profit).
- h. Subrecipient's application or proposal for the HOMES Rebate Program as accepted by CEC.

5. **Funding Restrictions**

Funding is contingent upon the availability of funds appropriated by Congress for the purpose of this program and the availability of future-year budget authority.

6. **Flow down requirements**

- a. Subrecipient must require inclusion in all lower tier subrecipient or subcontract agreements, all federal award terms, and conditions in 2 CFR part 200 as amended by 2 CFR part 910 as set forth in 2 CFR 200.101 and ensure strict compliance.
- b. Subrecipient must require inclusion in all lower tier subrecipient or subcontract agreements all applicable Intellectual Property provisions and National Policy Assurances incorporated by reference in Subpart A.3.
- c. Subrecipient must require inclusion in all lower tier subrecipient or subcontract agreements, all other requirements as applicable in this Exhibit or elsewhere in the Agreement.

7. **Reporting Requirements**

- a. The federal reporting requirements are described in the Federal Assistance Reporting Checklist, Attachment 2 to Award DE-SE000024.

- b. CEC's noncompliance with reporting requirements may result in withholding of future payments, suspension, or termination of the Award, and withholding of future federal awards.
- c. Subrecipient must assist CEC with meeting all federal reporting requirements by providing all information requested by CEC for reporting purposes within the timeframes requested by CEC. Failure to by Subrecipient to comply with this requirement is a material breach of this Agreement.
- d. Scientific and Technical Information (STI) generated under this Award will be submitted to DOE via the Office of Scientific and Technical Information's Energy Link system. STI submitted under this Award will be disseminated via DOE's OSTI.gov website subject to approved access limitations. Citations for journal articles produced under the Award will appear on the DOE PAGES website. STI submitted to E-Link must not contain any Protected Personal Identifiable Information (PII), limited rights data (proprietary data), classified information, information subject to export control classification, or other information not subject to release.

8. Stewardship

- a. CEC and the Office of State and Community Energy Programs (SCEP) within DOE will exercise normal stewardship in overseeing the project activities performed under this Agreement. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to address deficiencies that develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the project objectives have been accomplished.
- b. Subrecipient may be required to participate in, or provide information, documents, or other assistance requested by CEC or SCEP for the purpose of CEC or SCEP's federal stewardship.

9. CEC and Federal Involvement

- a. Subrecipient may be required to participate in periodic review meetings with SCEP to assess work performance under the Award and the timely achievement of technical milestones and deliverables. SCEP will determine the frequency of review meetings and select the day, time, and location of each review meeting. Subrecipient may be required to provide an overview of work performed under this Agreement, including but not limited to:
 - i. Technical progress compared to the Milestone Summary Table stated in Attachment 1 of Award DE-SE000024.
 - ii. Subrecipient's actual expenditures compared to the approved budget in Attachment 3 of Award DE-SE000024.
 - iii. Other subject matter specified by the DOE Technology Manager/Project Officer.
- b. Subrecipient must notify CEC, who in turn will notify SCEP, in advance of scheduled tests and internal project meetings that would entail discussion of topics that could result in major changes to the baseline project technical scope/approach, cost, or schedule. Upon request by CEC or SCEP, Subrecipient must provide CEC and SCEP with reasonable access (by telephone, webinar, or otherwise) to the tests and project meetings.
- c. CEC and SCEP's authorized representatives have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. Subrecipient must provide, and must require any lower tier

subrecipients to provide, reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the government representatives in the

performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

- d. Subrecipient must provide, and must require any lower tier subrecipients to provide, any information, documents, site access, or other assistance requested by CEC SCEP for the purpose of federal stewardship or substantial involvement.

10. Audits

- a. Subrecipient and its lower tier subrecipients, contractors, and subcontractors must provide any information, documents, site access, or other assistance requested by SCEP, DOE or Federal auditing agencies (e.g., DOE Inspector General, Government Accountability Office) for the purpose of audits and investigations. Such assistance may include, but is not limited to, reasonable access to records of the Subrecipient and its lower tier subrecipients, contractors, and subcontractors relating to this Agreement.
- b. Consistent with 2 CFR part 200 as amended by 2 CFR part 910, DOE may audit the financial records or administrative records of the Subrecipient and its lower tier subrecipients, contractors, and subcontractors relating to this Award at any time. Government-initiated audits are generally paid for by DOE.
- c. DOE may conduct a final audit at the end of the project period (or the termination of the Award, if applicable). Upon completion of the audit, the Subrecipient and its lower tier subrecipients, contractors, and subcontractors are required to refund to DOE any payments for costs that were determined to be unallowable. If the audit has not been performed or completed prior to the closeout of the award, DOE retains the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.
- d. DOE will provide reasonable advance notice of audits and will minimize interference with ongoing work, to the maximum extent practicable.

11. Refund Obligation

Subrecipient must refund any excess payments, received from CEC, including any interest. This obligation to refund excess payment also applies to any Subrecipient costs determined unallowable by CEC or DOE.

12. Foreign Travel

Subrecipient must obtain the prior written approval of CEC for any foreign travel costs.

13. Program Income

If the Subrecipient earns program income during the project period as a result of this Agreement, Subrecipient must add the program income to the funds committed to this Agreement and used to further eligible project objectives.

14. Decontamination and/or Decommissioning (D&D) Costs

Notwithstanding any other provision, DOE or CEC are not responsible for or have any obligation to Subrecipient for (1) Decontamination and/or Decommissioning (D&D) of any of Subrecipient's facilities, or (2) any costs which may be incurred by Subrecipient in connection with the D&D of any of its facilities due to the performance of the work under this Agreement, whether said work was performed prior to or subsequent to the effective date of this Agreement.

15. National Environmental Policy Act (NEPA)

- a. DOE must comply with the National Environmental Policy Act prior to authorizing the use of Federal funds.
- b. DOE has determined that certain "Allowable Activities" listed in the State Energy Office NEPA Determination (Attachment 5) to Award DE-SE000024 are categorically excluded and require no further NEPA review. Subrecipient is thereby authorized to use Federal funds for the "Allowable Activities" listed in the IRA 50121 and 50122, Home Energy Rebate Programs Early Admin Funds ALRD NEPA Determination, subject to this Section 14 and the restrictions listed in Attachment 5.
- c. This NEPA Determination only applies to activities funded by the IRA 50121 and 50122, Home Energy Rebate Programs Early Admin Funds ALRD.
- d. Activities not listed under "Allowable Activities" are subject to additional NEPA review and approval by DOE. For activities requiring additional NEPA review, Subrecipient may be required to complete the environmental questionnaire found at <https://www.eere-pmc.energy.gov/NEPA.aspx> and receive notification from DOE that the NEPA review has been completed and approved by DOE's Contracting Officer prior to initiating the project or activities.
- e. Subrecipient must identify and promptly notify CEC of extraordinary circumstances, cumulative impacts or connected actions that may lead to significant effects on the human environment, or any inconsistency with the "integral elements" (as contained in 10 CFR Part 1021, Appendix B) as they relate to project activities.
- f. Subrecipient must adhere to the terms and restrictions of California's DOE executed Historic Preservation Programmatic Agreement (PA). DOE executed Historic Preservation PA are available on the Office of State and Community Energy Programs website: <https://www.energy.gov/scep/historic-preservation-executed-programmatic-agreements>.
- g. Subrecipients are responsible for completing the online NEPA and Historic preservation training at <http://www.energy.gov/node/4816816> and contacting NEPA with any questions GONEPA@ee.doe.gov.
- h. If Subrecipient intends to undertake activities or projects that do not fall within the NEPA determination, those activities and projects are subject to additional NEPA review by DOE and are not authorized for Federal funding unless and until DOE's Contracting Officer provides written authorization on those additions or modifications. Should Subrecipient elect to undertake activities or projects prior to written authorization from DOE's Contracting Officer, Subrecipient does so at risk of not receiving Federal funding for those activities and projects, and such costs may not be recognized as allowable cost match.

16. Historic Preservation

- a. DOE must comply with the requirements of Section 106 of the National Historic Preservation Act prior to authorizing the use of Federal funds. Section 106 applies to historic properties

that are listed in or eligible for listing in the National Register of Historic Places.

- b. Subrecipient must comply with all the Stipulations of California's DOE executed Historic Preservation PA. All DOE executed PAs are available on the Office of State and Community Energy Programs website: <https://www.energy.gov/scep/historic-preservation-executed-programmatic-agreements>.
- c. In addition to the Stipulations in their PAs, Recipients must notify CEC, who will in turn DOE via GONEPA@ee.doe.gov whenever:
 - i. Subrecipient or the State Historic Preservation Office (SHPO)/Tribal Historic Preservation Office (THPO) believes that the Criteria of Adverse Effect pursuant to 36 CFR § 800.5, apply to the proposal under consideration by DOE;
 - ii. There is a disagreement between an applicant, or its authorized representative, and the SHPO/THPO about the scope of the area of potential effects, identification, and evaluation of historic properties and/or the assessment of effects;
 - iii. There is an objection from a consulting party or the public regarding their involvement in the review process established by 36 CFR Part 800, Section 106 findings and determinations, or implementation of agreed upon measures; or
 - iv. There is the potential for a foreclosure situation or anticipatory demolition as defined under 36 CFR §800.9 (b) and 36 CFR § 800.9 (c).

17. Intellectual Property

Intellectual property rights are subject to 2 CFR 200.315 (e.g., institution of higher education or nonprofit organizations) or 2 CFR 910.362 (e.g., for-profit).

18. Performance of Work in United States

- a. All work performed under this Agreement must be performed in the United States unless DOE provides a waiver. This requirement does not apply to the purchase of supplies and equipment; however, Subrecipient should make every effort to purchase supplies and equipment within the United States.
- b. If Subrecipient fails to comply with the Performance of Work in the United States requirement, DOE's Contracting Officer may deny reimbursement for the work conducted outside the United States and such costs may not be recognized as allowable Subrecipient cost share regardless if the work is performed by Subrecipient or its lower tier subrecipients, vendors or other project partners.
- c. DOE may approve the performance of a portion of the work outside the United States under limited circumstances. Contractor must obtain a waiver via CEC prior to conducting any work outside the U.S.
- d. Subrecipient must obtain a waiver from DOE's Contracting Officer prior to conducting any work outside the U.S. To request a waiver, the Contractor must submit a written request to CEC, who in turn will provide to DOE, that includes:
 - i. The rationale for performing the work outside the U.S.;

- ii. A description of the work proposed to be performed outside the U.S;
- iii. The proposed budget of work to be performed; and
- iv. The countries in which the work is proposed to be performed.

The rationale must demonstrate to the satisfaction of DOE that the performance of work outside the United States would further the purposes of the Federal Program and is in the economic interests of the United States. DOE's Contracting Officer may require additional information before considering such a request.

19. Foreign National Involvement

Subrecipients and its lower tier subrecipients and contractors who anticipate involving foreign nationals in the performance of an award, may be required to provide CEC and DOE with specific information about each foreign national to satisfy requirements for foreign national participation. A foreign national is defined as any person who is not a U.S. citizen by birth or naturalization. The volume and type of information collected may depend on various factors associated with the award.

20. Publications

Subrecipient is required to include the following acknowledgement in publications arising out of, or relating to, work performed under this Agreement, whether copyrighted or not:

- a. Acknowledgment: "This material is based upon work supported by the U.S. Department of Energy's Office of State and Community Energy Programs (SCEP) under the IRA Home Energy Rebates Award Number DE-SE000024."
- b. Full Legal Disclaimer: "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."
- c. Abridged Legal Disclaimer: "The views expressed herein do not necessarily represent the views of the U.S. Department of Energy or the United States Government."

Subrecipient should make every effort to include the full Legal Disclaimer. However, in the event Subrecipient is constrained by formatting and/or page limitations set by the publisher, the abridged Legal Disclaimer is an acceptable alternative.

21. Budget Changes

- a. Any increase in the total project cost, whether DOE share or Cost Share, must be approved in advance and in writing by CEC and DOE's Contracting Officer. Any change that alters the project scope, milestones or deliverables requires prior written approval of CEC and DOE's

Contracting Officer. SCEP may deny reimbursement for any failure to comply with the requirements in this term.

- b. Subrecipient must obtain the prior written approval for any transfer of funds among direct cost categories where the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total project cost. Subrecipient must notify CEC, who will in turn the DOE Technology Manager/Project Officer of any transfer of funds among direct cost categories where the cumulative amount of such transfers is equal to or below 10 percent of the total project cost.
- c. Subrecipient must obtain the prior written approval for any transfer of funds between direct and indirect cost categories. If Subrecipient's actual allowable indirect costs are less than those budgeted, Subrecipient may use the difference to pay additional allowable direct costs during the project period so long as the total difference is less than 10% of total project costs and the difference is reflected in actual requests for reimbursement.

22. Interim Conflict of Interest Policy for Financial Assistance

- a. The DOE interim Conflict of Interest Policy for Financial Assistance (COI Policy) can be found at <https://www.energy.gov/management/pf-2022-17-department-energy-interim-conflict-interest-policy-requirements-financial>. This policy is applicable to all non-Federal entities applying for, or that receive, DOE funding by means of a financial assistance award (e.g., a grant, cooperative agreement, or technology investment agreement) and, through the implementation of this policy by the entity, to each Investigator who is planning to participate in, or is participating in, the project funded wholly or in part under this Award. The term "Investigator" means the Principal Investigator and any other person, regardless of title or position, who is responsible for the purpose, design, conduct, or reporting of a project funded by DOE or proposed for funding by DOE.
- b. Subrecipient must flow down the requirements of the interim COI Policy to any lower tier subrecipients, with the exception of DOE National Laboratories.
- c. Further, Subrecipient must identify all financial conflicts of interests (FCOI), i.e., managed, and unmanaged/unmanageable, in its initial and ongoing FCOI reports. It is understood that non-Federal entities and individuals receiving DOE financial assistance awards will need sufficient time to come into full compliance with DOE's interim COI Policy. To provide some flexibility, DOE allows for a staggered implementation. **Specifically, prior to award, Subrecipient must ensure all Investigators on this Award complete their significant financial disclosures; review the disclosures; determine whether a FCOI exists; develop and implement a management plan for FCOIs; and provide DOE with an initial FCOI report that includes all FCOIs (i.e., managed, and unmanaged/unmanageable).** Subrecipient will have 180 days from the date of this Award to come into full compliance with the other requirements set forth in DOE's interim COI Policy.

23. Terms Subject to Change Upon Obligation of Full Formula Award Allocation

- a. These terms and conditions cover the initial allocation of funds for this program. Subrecipient is advised that some terms may be added, modified, or removed upon CEC's application and approval for the full formula allocation under this program, in order to properly implement all programmatic requirements associated with the program.
- b. Additional terms that may be incorporated include, but are not limited to:

- i. Publication of Information on the Internet
- ii. Certification and Registration
- iii. Whistleblowers and False Claims

24. Reporting Tracking and Segregation of Incurred Costs

IRA funds may be used in conjunction with other funding, as necessary to complete projects, but tracking and reporting must be separate. Subrecipient must keep separate records for IRA funds and must ensure those records comply with the requirements of the IRA.

Subpart B. General Provisions

1. Compliance with Federal, State, and Municipal Law

- a. Subrecipient must comply with all applicable federal, state, and local laws and regulations for all work performed under this Agreement.
- b. Subrecipient must obtain all necessary federal, state, and local permits, authorizations, and approvals for all work performed under this Agreement.
- c. Any apparent inconsistency between federal and state laws and regulations and the terms and conditions of this Award must be referred to CEC's Contract Administration Manager for guidance.

2. Record Retention

Subrecipient is required to retain records relating to this Award consistent with 2 CFR 200.334 through 200.338.

3. Allowable costs

- a. Allowable costs are determined in accordance with 2 CFR part 200 as amended by 2 CFR part 910. All project costs must be allowable, allocable, and reasonable in accordance with the applicable federal cost principles. Pursuant to 2 CFR 910.352, the cost principles in the Federal Acquisition Regulations (48 CFR Part 31.2) apply to for-profit entities. The cost principles contained in 2 CFR Part 200, Subpart E apply to all entities other than for-profits. Costs to support or oppose union organizing, whether directly or as an offset for other funds, are unallowable.
- b. Subrecipient must document and maintain records of all project costs, including, but not limited to, the costs paid by Federal funds, costs claimed by its lower-tier subrecipients and project costs that the Subrecipient claims as cost sharing, including in-kind contributions. Subrecipient is responsible for maintaining records adequate to demonstrate that costs claimed have been incurred, are reasonable, allowable, and allocable, and comply with the cost principles. Upon request, the Subrecipient is required to provide such records. Such records are subject to audit. Failure to provide adequate supporting documentation may result in a determination that those costs are unallowable.
- c. Payments made for costs determined to be unallowable by either DOE, cognizant agency for indirect costs, or pass-through entity, either as direct or indirect costs, must be refunded (including interest) to the Federal Government in accordance with instructions from the Federal

agency that determined the costs are unallowable unless Federal statute or regulation directs otherwise. See also 2 CFR 200.300 through 200.309.

4. Indirect Costs

Subrecipient's indirect costs must be appropriately managed, be allowable, and comply with the requirements of the Award and 2 CFR Part 200 as amended by 2 CFR Part 910.

5. Profit or Fees

See 2 CFR 910.358 for limitations pertaining to profit or fees.

6. Project Closeout

In addition to any other requirements set forth in this Agreement, Subrecipient must comply with the project closeout requirements in 2 CFR 200.344.

7. Property Standards

See 2 CFR 200.310 through 200.316 for requirements. Also see 2 CFR 910.360 for additional requirements for real property and equipment for For-Profit Subrecipients, which include but are not limited to prior approval for real property or equipment with an acquisition cost per unit of \$5,000 or more and, in certain circumstances, recording UCC financing statements.

8. Insurance Coverage

See 2 CFR 200.310 for insurance requirements for real property and equipment acquired or improved with Federal funds. Also see 2 CFR 910.360(d) for additional requirements for real property and equipment for For-Profit recipients.

9. Real Property

- a. Subject to the conditions set forth in 2 CFR 200.311, title to real property acquired or improved under a Federal award will conditionally vest upon acquisition in the non-Federal entity. The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.311 before disposing of the property.
- b. Except as otherwise provided by Federal statutes or by the Federal awarding agency, real property will be used for the originally authorized purpose as long as needed for that purpose. When real property is no longer needed for the originally authorized purpose, the non-Federal entity must obtain disposition instructions from DOE or pass-through entity. The instructions must provide for one of the following alternatives: (1) retain title after compensating DOE as described in 2 CFR 200.311(c)(1); (2) Sell the property and compensate DOE as specified in 2 CFR 200.311(c)(2); or (3) transfer title to DOE or to a third party designated/approved by DOE as specified in 2 CFR 200.311(c)(3).
- c. See 2 CFR 200.311 for additional requirements pertaining to real property acquired or improved under a Federal award. Also see 2 CFR 910.360 for additional requirements for real property for For-Profit recipients.

10. Equipment

- a. Subject to the conditions provided in 2 CFR 200.313, title to equipment (property) acquired under a Federal award will vest conditionally with the non-Federal entity. The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.313 before disposing of the property.
- b. States must use equipment acquired under a Federal award by the state in accordance with state laws and procedures.
- c. Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as it is needed, whether or not the project or program continues to be supported by the Federal award. When no longer needed for the originally authorized purpose, the equipment may be used by programs supported by DOE in the priority order specified in 2 CFR 200.313(c)(1)(i) and (ii).
- d. Management requirements, including inventory and control systems, for equipment are provided in 2 CFR 200.313(d).
- e. When equipment acquired under a Federal award is no longer needed, the non-Federal entity must obtain disposition instructions from DOE or pass-through entity.
- f. Disposition will be made as follows: (a) items of equipment with a current fair market value of \$5,000 or less may be retained, sold, or otherwise disposed of with no further obligation to DOE; (b) Non-Federal entity may retain title or sell the equipment after compensating DOE as described in 2 CFR Part 200.313(e)(2); or (c) transfer title to DOE or to an eligible third Party as specified in CFR Part 200.313(e)(3).
- g. See 2 CFR 200.313 for additional requirements pertaining to equipment acquired under a Federal award. Also see 2 CFR 910.360 for additional requirements for equipment for For-Profit recipients. See also 2 CFR 200.439 Equipment and other capital expenditures.

11. Supplies

See 2 CFR 200.314 for requirements pertaining to supplies acquired under a Federal award. See also 2 CFR 200.453 Materials and supplies costs, including costs of computing devices.

12. Property Trust Relationship

Real property, equipment, and intangible property, that are acquired or improved with a Federal award must be held in trust by the non-Federal entity as trustee for the beneficiaries of the project or program under which the property was acquired or improved. See 2 CFR 200.316 for additional requirements pertaining to real property, equipment, and intangible property acquired or improved under a Federal award.

13. Uniform Commercial Code (UCC) Financing Statements

Per 2 CFR 910.360 (Real Property and Equipment), when applicable, requires when Subrecipient purchases with federal funds, and federal share of the financial assistance agreement is more than \$1,000,000, Subrecipient must:

Properly record, and consent to DOE's ability to properly record if the Subrecipient fails to do so, UCC financing statement(s) for all equipment in excess of \$5,000 purchased with project funds. These financing statement(s) must be approved in writing by the DOE Contracting Officer prior to the recording, and they shall provide notice that the recipient's title to all equipment (not real

property) purchased with federal funds under the financial assistance agreement is conditional pursuant to the terms of this section, and that the government retains an undivided reversionary interest in the equipment. The UCC financing statement(s) must be filed before the DOE Contracting Officer may reimburse the recipient for the federal share of the equipment unless otherwise provided for in the relevant financial assistance agreement. The recipient shall further make any amendments to the financing statements or additional recordings, including appropriate continuation statements, as necessary or as the Contracting Officer may direct.

14. Conference Spending

Subrecipient must not expend any funds on a conference not directly and programmatically related to the purpose for which the grant or cooperative agreement was awarded that would defray the cost to the United States Government of a conference held by any Executive branch department, agency, board, commission, or office for which the cost to the United States Government would otherwise exceed \$20,000, thereby circumventing the required notification by the head of any such Executive Branch department, agency, board, commission, or office to the Inspector General (or senior ethics official for any entity without an Inspector General), of the date, location, and number of employees attending such conference.

15. Lobbying

- a. By accepting funds under this Award, the Subrecipient agrees that it must not use, directly or indirectly, any federal funds to influence or attempt to influence, directly or indirectly, congressional action on any legislative or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.
- b. If this Award to subrecipient exceeds \$100,000, the Subrecipient must complete and submit SF-LLL, "Disclosure of Lobbying Activities" (<https://www.grants.gov/web/grants/forms/sf-424-individual-family.html>) to ensure that non-federal funds have not been paid and will not be paid to any person for influencing or attempting to influence any of the following in connection with the application for this Program

16. Telecommunications and Video Surveillance Services or Equipment Prohibition

As set forth in 2 CFR 200.216, Subrecipient is prohibited from obligating or expending project funds (Federal funds and Subrecipient cost share) to:

- a. Procure or obtain;
- b. Extend or renew a contract to procure or obtain; or
- c. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology

Company (or any subsidiary or affiliate of such entities).

- ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
- iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

See Public Law 115-232, section 889, 2 CFR 200.216, and 2 CFR 200.471 for additional information.

17. Affirmative Action and Pay Transparency Requirements

All federally assisted construction contracts exceeding \$10,000 annually will be subject to the requirements of Executive Order 11246:

- a. Subrecipient and its subrecipients, contractors and subcontractors are prohibited from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identity or national origin.
- b. Subrecipient and its subrecipients, contractors and subcontractors are required to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment. This includes flowing down the appropriate language to all subrecipients, contractors and subcontractors.
- c. Subrecipient and its subrecipients, contractors and subcontractors are prohibited from taking adverse employment actions against applicants and employees for asking about, discussing, or sharing information about their pay or, under certain circumstances, the pay of their co-workers.

The Department of Labor's (DOL) Office of Federal Contractor Compliance Programs (OFCCP) uses a neutral process to schedule contractors for compliance evaluations. OFCCP's Technical Assistance Guide⁴ should be consulted to gain an understanding of the requirements and possible actions the Subrecipient and its subrecipients, contractors and subcontractors must take. Additionally, for construction projects valued at \$35 million or more and lasting more than one year, the Subrecipient and its subrecipients, contractors and subcontractors may be selected by OFCCP as a mega construction project. If selected, DOE, under relevant legal authorities including Sections 205 and 303(a) of Executive Order 11246, will require participation as a condition of the award. This program offers extensive compliance assistance with EO 11246. For more information regarding this program, see <https://www.dol.gov/agencies/ofccp/construction/mega-program>.

18. Nondiscrimination

By signing this Agreement or accepting funds under this Agreement, Subrecipient assures that it will comply with applicable provisions of the following, national policies prohibiting discrimination:

⁴ See OFCCP's Technical Assistance Guide at: <https://www.dol.gov/sites/dolgov/files/ofccp/Construction/files/ConstructionTAG.pdf?msclkid=9e397d68c4b111ec9d8e6fecb6c710ec>. Also see the National Policy Assurances at <http://www.nsf.gov/awards/managing/rtc.jsp>.

- a. On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.), as implemented by DOE regulations at 10 CFR part 1040.
- b. On the basis of race, color, religion, sex, or national origin, in Executive Order 11246 [3 CFR, 1964-1965 Comp., p. 339], as implemented by Department of Labor regulations at 41 CFR part 60.
- c. On the basis of sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.), as implemented by DOE regulations at 10 CFR parts 1041 and 1042.
- d. On the basis of age, in the Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR part 90 and DOE at 10 CFR part 1040.
- e. On the basis of handicap, in (1) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by Department of Justice regulations at 28 CFR part 41 and DOE regulations at 10 CFR part 1041 and (2) The Architectural Barriers Act of 1968 (42 U.S.C. 4151, et seq.).

19. **Americans with Disabilities Act of 1990**

Subrecipient shall comply with: (i) section 504 of the Rehabilitation Act of 1973 which prohibits discrimination on the basis of disability in federally assisted programs; (ii) the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination on the basis of disability irrespective of funding; and (iii) all applicable regulations and guidelines issued pursuant to both the Rehabilitation Act and the ADA.

20. **Promoting Free Speech and Religious Liberty**

States, local governments, or other public entities may not condition sub-awards in a manner that would discriminate, or disadvantage sub-recipients based on their religious character.

21. **Nondisclosure and Confidentiality Agreement Assurances**

- a. By entering into this Agreement, Subrecipient attests that it does not and will not require its employees or contractors to sign internal nondisclosure or confidentiality agreements or statements prohibiting or otherwise restricting its employees or contractors from lawfully reporting waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- b. The Subrecipient further attests that it **does not and will not** use any Federal funds to implement or enforce any nondisclosure and/or confidentiality policy, form, or agreement it uses unless it contains the following provisions:

“These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General or any investigative or law enforcement representative of a Federal department or agency of a suspected violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this Agreement and are controlling.”

- c. The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- d. Notwithstanding the provision listed in paragraph (a), a nondisclosure or confidentiality policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity, other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure or confidentiality forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

22. Export Control

- a. The United States Government regulates the transfer of information, commodities, technology, and software considered to be strategically important to the U.S. to protect national security, foreign policy, and economic interests without imposing undue regulatory burdens on legitimate international trade. There is a network of federal agencies and regulations that govern exports that are collectively referred to as "Export Controls". Subrecipient is responsible for ensuring compliance with all applicable U.S. Export Control laws and regulations relating to any work performed under this Award, at the Subrecipient or lower tier level.
- b. Subrecipient must immediately report to DOE any export control violations related to the project funded under this Award, at the Subrecipient or a lower tier level, and provide the corrective actions to prevent future violations.

23. Corporate Felony Conviction and Federal Tax Liability Assurances

- a. By entering into this Agreement, Subrecipient attests that it has not been convicted of a felony criminal violation under Federal law in the 24 months preceding the date of signature.
- b. Subrecipient further attests that it does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- c. For purposes of these assurances, the following definitions apply:

A Corporation includes any entity that has filed articles of incorporation in any of the 50 states, the District of Columbia, or the various territories of the United States [but not foreign corporations]. It includes both for-profit and non-profit organizations.

24. Insolvency, Bankruptcy or Receivership

- a. Subrecipient shall immediately notify the CEC, who will in turn notify DOE, of the occurrence of any of the following events:
 - i. the Subrecipient, or its parent's filing of a voluntary case seeking liquidation or reorganization under the Bankruptcy Act;

- ii. the Subrecipient's consent to the institution of an involuntary case under the Bankruptcy Act against the Subrecipient, or its parent;
 - iii. the filing of any similar proceeding for or against the Subrecipient, or its parent, or its consent to, the dissolution, winding-up or readjustment of the Subrecipient's debts, appointment of a receiver, conservator, trustee, or other officer with similar powers over the Subrecipient under any other applicable state or federal law; or
 - iv. The Subrecipient's insolvency due to its inability to pay its debts generally as they become due.
- b. Such notification shall be in writing and shall:
 - i. specifically set out the details of the occurrence of an event referenced in paragraph (a);
 - ii. provide the facts surrounding that event; and
 - iii. provide the impact such event will have on the project being funded by this Award.
- c. Upon the occurrence of any of the four events described in the first paragraph, CEC and DOE reserve the right to conduct a review of the Subrecipient's award to determine the Subrecipient's compliance with the required elements of the Award (including such items as cost share, progress towards technical project objectives, and submission of required reports). If the DOE review determines that there are significant deficiencies or concerns with the Subrecipient's performance under the Award, the DOE reserves the right to impose additional requirements, as needed, including
 - i. change the Subrecipient's payment method; or
 - ii. institute payment controls.
- d. Failure of the Subrecipient to comply with this term may be considered a material noncompliance of this financial assistance award by the DOE Contracting Officer.

25. **Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

All contracts made by a non-Federal entity under the Federal award, including those made by the Subrecipient, must contain the provisions listed in Appendix II to 2 CFR Part 200.

26. **Final Incurred Cost Audit**

In accordance with 2 CFR Part 200 as amended by 2 CFR Part 910, the CEC and/or DOE reserves the right to initiate a final incurred cost audit on this Award. If the audit has not been performed or completed prior to the closeout of the award, the CEC and/or DOE retains the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

27. **Required Reporting under the Federal Funding and Transparency Act of 2006**

- a. Public Law 109-282, the Federal Funding Accountability and Transparency Act of 2006 as amended (FFATA), requires certain disclosures of entities and organizations receiving federal funds. The administrative requirements for complying with FFATA are contained in 2 CFR Part 170. Subrecipient must comply, as applicable, with all FFATA requirements including but not

limited to providing CEC with any required data within the timeframe requested by CEC.

- b. Unless an exemption applies, CEC must report each action that equals or exceeds \$30,000 in Federal funds for a subaward to an “non-federal entity” as defined in 2 CFR Part 170 to <https://www.fsrs.gov>.
- c. Unless an exemption applies, CEC must report the names and total compensation of each of Subrecipient’s five most highly compensated executives for the preceding fiscal year if:
 - i. In Subrecipient's preceding fiscal year, Subrecipient received: (a) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and (b) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards)
 - ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).
- d. Additional definitions relevant to this Section are contained in 2 CFR Part 170.

28. Unique Entity Identifier

- a. Unique Entity Identifier refers to the identifier assigned by the Federal repository, System for Award Management (SAM), to uniquely identify business entities.
- b. No entity may receive a subaward under this Program from CEC until the Subrecipient entity has provided its Unique Entity Identifier to CEC. CEC may not make a subaward to an entity unless the entity has provided its Unique Entity Identifier number to CEC.
- c. Entity includes non-Federal entities as defined at 2 CFR 200.1 and also includes all of the following for purposes of this Section:
 - i. A foreign organization;
 - ii. A foreign public entity;
 - iii. A domestic for-profit organization; and
 - iv. A Federal agency.
 - v. Subaward has the meaning given in 2 CFR 200.1.
 - vi. Subrecipient has the meaning given in 2 CFR 200.1.

29. Annual Independent Audits

- a. Subrecipient must comply with the annual independent audit requirements in 2 CFR 200.500 through .521 for institutions of higher education, nonprofit organizations, and state and local governments (Single audit), and 2 CFR 910.500 through .521 for for-profit entities (Compliance audit).
- b. The annual independent audits are separate from any Government-initiated audits and must be paid for by Subrecipient. To minimize expense, Subrecipient may have a Compliance audit

in conjunction with its annual audit of financial statements. The financial statement audit is **not** a substitute for the Compliance audit. If the audit (Single audit or Compliance audit, depending on Subrecipient entity type) has not been performed or completed prior to the closeout of the award, DOE may impose one or more of the actions outlined in 2 CFR 200.338, Remedies for Noncompliance.

30. Integrity and Performance Matters

- a. Subrecipient must immediately notify CEC of any civil, criminal, or administrative proceedings as described in part b. of this Section, below.
- b. Subrecipient must submit information as directed by CEC about each proceeding that (1) is in connection with the award or performance of a Financial Assistance, cooperative agreement, or procurement contract from the Federal Government; (2) reached its final disposition during the most recent five-year period; and (3) is one of the following:
 - i. A criminal proceeding that resulted in a conviction (judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of *nolo contendere*).
 - ii. A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
 - iii. An administrative proceeding, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000. An administrative proceeding is a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or Financial Assistance awards. It does not include audits, site visits, corrective plans, or inspection of deliverables.
 - iv. Any other criminal, civil, or administrative proceeding if (1) it could have led to an outcome described in paragraph i., ii., or .iii., above; (2) it had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and (3) the requirement in this Section to disclose information about the proceeding does not conflict with applicable laws and regulations.

31. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

32. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40

U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

33. Rights to Inventions Made Under a Contract or Agreement.

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the Recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

34. Clean Air Act and the Federal Water Pollution Control Act

If this award to Subrecipient exceeds \$150,000, Subrecipient agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the CEC, which will in turn report to the DOE and the Regional Office of the U.S. Environmental Protection Agency (EPA).

35. Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the SAM, in accordance with the Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

36. Procurement of recovered materials

A Subrecipient that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

37. Domestic Preferences for Procurements

- a. As appropriate and to the extent consistent with law, Subrecipient should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- b. For purposes of this section:
 - i. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - ii. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- c. Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

38. Fraud, Waste, and Abuse

- a. The mission of the DOE Office of Inspector General (OIG) is to strengthen the integrity, economy and efficiency of DOE’s programs and operations including deterring and detecting fraud, waste, abuse, and mismanagement. The OIG accomplishes this mission primarily through investigations, audits, and inspections of DOE activities to include grants, cooperative agreements, loans, and contracts. The OIG maintains a Hotline for reporting allegations of fraud, waste, abuse, or mismanagement. To report such allegations, please visit <https://www.energy.gov/ig/ig-hotline>.
- b. Subrecipient must disclose, in a timely manner, in writing to CEC and DOE all violations of State and Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.
- c. Failure to make the required disclosures can result in any of the remedies described in 2 CFR 200.339. (See also 2 CFR part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.)

ATTACHMENT F
CEC INVOICE TEMPLATE

Attachment

Memorandum of Understanding
between the Inland Empire
Community Foundation and
WRCOG for the Equitable Building
Decarbonization Program

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS PROFESSIONAL SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this 4th day of August, 2025, by and between the Western Riverside Council of Governments, a California public agency ("WRCOG"), and Inland Empire Community Foundation, a nonprofit, public benefit corporation ("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 administrative 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 California Energy Commission Equitable Building Decarbonization Direct Install 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 administrative 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.

3.1.1.1 Equipment. Equipment is defined as having a useful life of at least one year, having an acquisition unit cost of at least \$5,000, and purchased with grant funds. Equipment means any products, objects, machinery, apparatus, implements, or tools purchased,

used, or constructed within the project, including those products, objects, machinery, apparatus, implements or tools from which over thirty percent (30%) of the equipment is composed of materials purchased for the project. For purposes of determining depreciated value of equipment used in the Agreement, the project shall terminate at the end of the normal useful life of the equipment purchased, funded and/or developed with CEC funds. The CEC may determine the normal useful life of such equipment.

Title to equipment acquired by Consultant with grant funds, if any, shall vest in the Consultant. Consultant shall use the equipment in the project or program for which it was acquired as long as needed, whether or not the project or program continues to be supported by grant funds, and the Consultant shall not encumber the property without WRCOG and CAM approval. When no longer needed for the original project or program, the Consultant shall contact the WRCOG and CAM for disposition instructions.

3.1.2 Term. The term of this Agreement shall be from **August 4, 2025 to June 30, 2030**, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

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

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

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

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

terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to WRCOG, or who are determined by the WRCOG to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the WRCOG. The key personnel for performance of this Agreement are as follows:

Michelle Decker, President/CEO
Celia Cudiamat, Chief Impact Officer
Khyati Mehta, Chief Financial Officer

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

3.2.6 Consultant's Representative. Consultant hereby designates Celia Cudiamat, 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.

3.2.8.1 Any costs for failure to meet the foregoing standard or to correct otherwise defective work that requires re-performance of the work, as directed by WRCOG, shall be borne in total by Consultant and not WRCOG.

3.2.8.2 In the event Consultant fails to perform in accordance with the above standard:

(A) Consultant will re-perform, at its own expense, any task which was not performed to the reasonable satisfaction of the WRCOG. Any work re-performed pursuant to this paragraph shall be completed within the time limitations originally set forth for the specific task involved. Consultant shall work any overtime required to meet the deadline for the task at no additional cost to the WRCOG;

(B) WRCOG shall provide a new schedule for the re-performance of any task pursuant to this paragraph in the event that re-performance of a task within the original time limitations is not feasible; and

(C) WRCOG shall have the option to direct Consultant not to re-perform any task which was not performed to the reasonable satisfaction of the WRCOG pursuant to application of (a) and (b) above. In the event WRCOG directs Consultant not to re-perform a task, WRCOG and Consultant shall negotiate a reasonable settlement for satisfactory work performed. No previous payment shall be considered a waiver of the WRCOG's right to reimbursement.

(D) Nothing contained in this section is intended to limit any of the rights or remedies which WRCOG may have under law.

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.

3.2.9.1 Nondiscrimination Statement of Compliance. During the performance of this Agreement, Consultant and its subcontractors shall not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. Consultant and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Consultant and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code sections 12990 et seq.) and the applicable regulations promulgated thereunder (CCR, Title 2, section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4.1 of Title 2 of the CCR are incorporated into this Agreement by reference and made a part of it as if set forth in full. Consultant and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement. Consultant shall include the nondiscrimination and

compliance provisions of this clause in all subcontracts to perform work under this Agreement.

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) Automobile Liability.

(i) The automobile liability policy shall be endorsed to state that: (1) WRCOG, SANBAG, CVAG, their respective 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, SANBAG, CVAG, their respective 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, SANBAG, CVAG, their respective 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, 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 "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **One Million One Hundred Forty Thousand Dollars (\$1,140,000.00)** 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, including a 15% administrative fee applied to the total invoiced amount. The statement shall contain the invoice number and date; remittance address; Agreement number 2026-67-2080-001, 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 or five (5) years after the state grant term, whichever is later. Records for nonexpendable personal property acquired with grant funds shall be retained for five (5) years after its final disposition or five (5) years after the state grant term, whichever is later.

3.4.2 Accounting and Financial Methods. Consultant shall establish a separate ledger account or fund for receipt and disbursement of CEC funds for each project funded by the CEC. Expenditure details must be maintained in accordance with the approved budget details using appropriate accounting practices.

3.4.3 Audits. Upon written request from WRCOG, Consultant shall provide detailed documentation of all expenses at any time throughout the project. In addition, Consultant agrees to allow WRCOG or any other agency of the State, or their designated representative, upon written request, to have reasonable access to and the right of inspection of all records that pertain to the project during the term of this Agreement and for a period of three (3) years thereafter or three years after the federal grant term, whichever is later, unless the CEC notifies WRCOG, prior to the expiration of such three-year period, that a longer period of record retention is necessary. Consultant is strongly encouraged to conduct annual audits in accordance with the single audit concept. Consultant should provide two copies of the independent audit report and any resulting comments and correspondence to WRCOG within 30 days of the completion of such audits.

3.4.4 Site Visits. WRCOG, the CEC, and/or its designees have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. Consultant must provide reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

3.5 General Provisions.

3.5.1 Remedies for Consultant's Non-Compliance.

3.5.2 Without limiting any of its other remedies, WRCOG may, for Consultant's noncompliance of any Agreement requirement, withhold future payments, demand and be entitled to repayment of past reimbursements, or suspend or terminate this Agreement. The tasks in the Scope of Work are non-severable, and completion of all of them is material to this Agreement. Thus, WRCOG, without limiting its other remedies, is entitled to repayment of all funds paid to Consultant if the Consultant does not timely complete all tasks in the Scope of Work.

3.5.3 Further, if any penalty, fine, or other assessment is issued against WRCOG as a result of the Consultant's, its subcontractors', or failure to comply with the Agreement requirements, the Consultant shall pay all assessment amounts with its own, non-grant funds, including any assessment against WRCOG. Should Consultant fail to pay the penalty, fine, or other assessment, the Consultant acknowledges that such monies may be paid out of retention.

3.5.4 Enforcement.

3.5.4.1 Recovery of Overpayment or Misuse of Funds. WRCOG and/or the CEC may commence formal legal action against Consultant to recover any portion of a payment under the Agreement if it is determined that Consultant was not otherwise entitled to receive said payment.

3.5.4.2 Fraud and Misrepresentation. WRCOG and/or the CEC may initiate an investigation of Consultant if there is reason to believe that Consultant may have

misstated, falsified, or misrepresented information in submitting an application, payment claim, or reporting any information required by the Agreement. Based on the results of the investigation, WRCOG and/or the CEC may take any action deemed appropriate, including, but not limited to, termination of the Agreement, recovery of any overpayment, and recommending the Attorney General initiate an investigation and prosecution under Government Code section 12650, et seq., or other provisions of law.

3.5.5 Termination of Agreement.

3.5.5.1 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.

3.5.5.2 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.

3.5.5.3 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.

3.5.6 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: Inland Empire Community Foundation
3700 Sixth Street, Suite 200
Riverside, CA 92501
Attn: Michelle Decker

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

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.

3.5.7 Ownership of Materials and Confidentiality.

3.5.7.1 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.

3.5.7.2 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 and the CEC are 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.

3.5.7.3 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.

3.5.7.4 Infringement Indemnification. Consultant shall defend, indemnify, and hold WRCOG, SANBAG, CVAG, the State of California 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 of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.5.8 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.

3.5.9 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.

3.5.10 Indemnification. Consultant shall defend, indemnify, and hold WRCOG, SANBAG, CVAG, the State of California, 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, the State of California 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, the State of California 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, the State of California 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.

3.5.11 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.

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

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

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

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

3.5.16 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 and the CEC. 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.

3.5.17 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.

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

3.5.19 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.

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

3.5.21 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.

3.5.22 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.

3.5.23 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.

3.5.24 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.

3.5.25 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.

3.5.26 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.

3.7 Publications – Legal Statement on Reports and Products

3.7.1 CEC Notice. No product or report produced because of work funded by this program shall be represented to be endorsed by the CEC, and all such products or reports shall include the following statement:

LEGAL NOTICE

This document was prepared as a result of work sponsored by the California Energy Commission. It does not necessarily represent the views of the CEC,

its employees, or the State of California. The CEC, the State of California, its employees, contractors, and subcontractors make no warranty, express or implied, and assume no legal liability for the information in this document; nor does any party represent that the use of this information will not infringe upon privately owned rights.

3.7.2 Acknowledgement of California Climate Investments. The Consultant shall acknowledge the California Climate Investments program as the source of project funds, in any publications, websites, signage, invitations, and other media-related and public-outreach products. The standard funding language is:

The Equitable Building Decarbonization Program is part of California Climate Investments, a statewide initiative that puts billions of Cap-and-Trade dollars to work reducing greenhouse gas emissions, strengthening the economy, and improving public health and the environment – particularly in disadvantaged communities. The Cap-and-Trade program creates a financial incentive for industries to invest in clean technologies and develop innovative ways to reduce pollution. California Climate Investments projects include affordable housing, renewable energy, public transportation, zero-emission vehicles, environmental restoration, more sustainable agriculture, recycling, and much more. At least 35 percent of these investments are located within and benefiting residents of disadvantaged communities, low-income communities, and low-income households across California. For more information, visit the California Climate Investments website at: www.caclimateinvestments.ca.gov.

The Consultant is encouraged to display the California Climate Investments logo on equipment and signage to acknowledge the funding source.

Guidance on California Climate Investments logo usage, signage guidelines, and high-resolution files are contained in a style guide available at: <http://www.caclimateinvestments.ca.gov/logo-graphics-request>.

3.8 Receipt of Confidential Information and Personal Information

3.8.1 For the purposes of this Section, "confidential information" refers to information the CEC has designated as confidential pursuant to Title 20 CCR section 2505 *et seq.*, information the CEC has otherwise deemed or stated to be confidential, and other information exempt from public disclosure under the provisions of the California Public Records Act or other applicable state or federal laws. For the purposes of this Section, "personal information" refers to information that meets the definition of "personal information" in California Civil Code section 1798.3(a) or one of the data elements set forth in California Civil Code section 1798.29(g)(1) or (g)(2). Personal information is a type of confidential information and is therefore subject to all requirements for confidential information provided in this Agreement and applicable law. However, there are additional requirements specific to personal information. For the purposes of this Section, "special terms for confidential information" refers to the CEC's special terms and conditions for the receipt of confidential information and personal information. The CEC's special terms for confidential information include, but are not limited to, having in place an Information

Security Program Plan, and obtaining nondisclosure agreements from all individuals who will be provided access to confidential information or personal information. If the Consultant will receive confidential information or personal information from the CEC or a third-party for the performance of this Agreement, the Consultant must first agree to and comply with the CEC's special terms for confidential information.

3.8.2 Except as provided in Title 20 CCR sections 2506, 2507, and 2508, and the CEC's special terms for confidential information, Consultant or any other individual or entity participating in any way with this Agreement may not disclose any information provided to it by the CEC or a third party for the performance of this Agreement if the information has been designated as confidential or is the subject of a pending application for confidential designation.

3.9 Compliance with Executive Order N-6-22 Certification.

3.9.1 Consultant shall comply with Executive Order N-6-22 issued on March 4, 2022 and shall execute a Certification Form, attached hereto as Exhibit "D" and incorporated herein by this reference. Failure to comply with the provisions of Executive Order N-6-22 may result in termination of this Agreement. Should WRCOG determine that the Consultant is a target of economic sanctions or working with a target of economic sanctions, WRCOG shall provide the Consultant with written notice of termination, allowing the Consultant at least 30 calendar days to provide a written response prior to such termination.

3.10 Conflict of Interest.

3.10.1 Consultant agrees to continuously review new and upcoming projects in which Contract, its subcontractors or other project partners may be involved for potential conflicts of interest (e.g., Gov. Code § 81000 et seq., and Gov. Code § 1090 et seq.). Consultant shall inform the WRCOG as soon as a question arises about whether a potential conflict may exist or as soon as the Consultant knows a conflict exists. WRCOG shall determine what constitutes a potential conflict of interest. WRCOG reserves the right to redirect work and funding on a project if it is determined that there is a potential conflict of interest.

3.10.2 Appearances of Conflicts of Interest. Consultant acknowledges that in governmental agreements even the appearance of a conflict of interest can be harmful to the interest of the WRCOG. Thus, the Consultant, its subcontractors and project partners shall refrain from any practices, activities, or relationships that appear to conflict with their obligations under this Agreement, unless the Consultant receives prior written approval of WRCOG. In the event the Consultant is uncertain whether the appearance of a conflict of interest may exist, the Consultant shall submit to WRCOG a written description of the relevant details.

3.10.3 Prohibition on Participating in CEC Funding Opportunities. Under this Agreement, the Consultant and its subcontractors and project partners will, develop and implement programs. Accordingly, the Consultant and its subcontractors and project partners are prohibited from participating and agree not to participate in any manner (e.g., as an applicant, subcontractor, or match-funding partner) in any financial incentive program implemented under this Agreement.

3.10.4 Possible amendment of conflicts of interest provisions. The Consultant acknowledges that, if amendments to this Agreement are made to develop and fund programs or otherwise expand the scope of work, the role of employees of the Consultant, subcontractors and project partners may become more defined. As those responsibilities and

tasks are defined, WRCOG reserve the right to determine if it is appropriate to designate certain individuals who are participating in the making of government decisions as "consultants" under the Political Reform Act and therefore require the disclosure of economic interests pursuant to Government Code section 87300 and the CEC's Conflict of Interest Code at CCR, Title 20, sections 2401-2402. Upon such determination, this Agreement shall be amended to include the specific procedural requirements applicable to the Consultant, subcontractors and project partners, and any designated consultants.

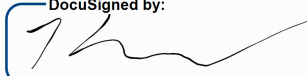
[SIGNATURES ON FOLLOWING PAGE]

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**

**INLAND EMPIRE COMMUNITY
FOUNDATION**

DocuSigned by:

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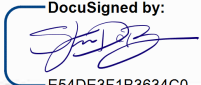


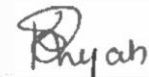
By: Dr. Kurt Wilson
Title: Executive Director

By: Michelle Decker
Title: President/CEO

APPROVED AS TO FORM:

ATTEST:

By: 
E54DE3F1B3634C0...
General Counsel
Best Best & Krieger LLP

By: 
Its: 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 signatories, evidence of signature authority shall be provided to WRCOG.

EXHIBIT "A"

SCOPE OF SERVICES

A variety of Marketing, Education & Outreach (ME&O) methods will be required for the Program. The outline below describes I-REN's expectations and the types of tasks to be performed by the firm(s) for on-call ME&O services.

The qualified and selected Community Based Organizations (CBOs) will work in coordination with I-REN and the program administrator will build on this scope of work to develop a final scope of work. The following provides a brief outline of the activities that would likely be included. This is not an exhaustive list, but rather an informative description of the activities, products, and tasks related to the ME&O support being sought through the Program in the region. The Scope of Work will include the following elements:

- Supporting the Program Administrator with description of the target audience, geographic area, and communication channels for outreach and engagement specific to the community being reached.
- Supporting the development of a summary of the culturally appropriate outreach materials to be developed and customized for the community being reached, including the content, format, language, and distribution methods.
- Support with the development of a plan for conducting outreach and engagement activities in each community, including the frequency, duration, and objectives of each activity, and the metrics and indicators to measure the effectiveness and outcomes of each activity.

Specific outreach activities could include:

- Planning and attending community events, such as workshops, webinars, fairs, or festivals, to promote the Program and its benefits, and to recruit eligible participants.
- Following up with interested participants in the community, providing them with information and assistance on how to enroll in the program, and addressing any questions or concerns they may have.
- Directing questions to the Decarb Concierge, a dedicated staff person who can help participants navigate the program and connect them with contractors and other resources.
- Participating in targeted communication campaigns, such as social media, newsletters, flyers, or radio, to raise awareness and interest in the program among the target audience.

CBOs would be expected to attend a recurring bi-weekly meeting scheduled with the implementation team and the other partner CBOs to report on the progress, challenges, and lessons learned from the outreach and engagement activities, and to coordinate and collaborate on the sub-regional strategy.

EXHIBIT "B"

SCHEDULE OF SERVICES

**INLAND EMPIRE COMMUNITY FOUNDATION
WRCOG I-REN Equitable Building Decarbonization
Direct Install Program**

Timeline	Service Activity
August 4-30, 2025	Finalize and fully execute WRCOG Professional Services Agreement. WRCOG and IECF meet to discuss next steps.
September 1-30, 2025	Learn about program; Research and identify targeted Census tracks; Coordinate with marketing implementer on local co-branding; Participate in relevant meetings/activities with WRCOG and other stakeholders as needed
October 1- October 31, 2025	Ongoing learning about program; Research and create list of potential applicants that serve targeted Census tracks; Participate in meetings/activities with WRCOG and other stakeholders as needed
November 1- December 31, 2025	Develop guidelines and application form; Conduct focus groups as needed; Participate in relevant meetings with WRCOG and other stakeholders as needed
January 15- February 28, 2026	Grant opportunity opens; Technical assistance workshops; Office hours; Community meetings; Participate in relevant meetings/activities with WRCOG and other stakeholders as needed
March 1-April 15, 2026	Proposal reviews, due diligence, decision making; Participate in relevant meetings with WRCOG and other stakeholders as needed; Participate in relevant meetings/activities with WRCOG and other stakeholders as needed
April 16- May 30, 2026	Discuss grant recommendations with WRCOG; Release award letters; Send grant agreements and supplemental forms; Participate in relevant meetings/activities with WRCOG and other stakeholders as needed
June 1-30, 2026	Grantees convening/orientation, individual meetings as needed; Participate in relevant meetings/activities with WRCOG and other stakeholders as needed
July 1, 2026-June 30, 2029	Nonprofit grantees/ Grant performance period; Bi-Monthly check-in meetings the first year, Quarterly meetings second and third year; Peer learning roundtables; Participate in grantees' activities as necessary; Participate in relevant meetings/activities with WRCOG and other stakeholders as needed
July 1-June 30, 2030	Program wrap-up convening/celebration, activities, meetings, reports, etc.; Participate in relevant meetings/activities with WRCOG and other stakeholders as needed

EXHIBIT "C"

**COMPENSATION
BILLING RATES**

<u>Name</u>	<u>Title</u>	<u>Hourly Rate</u>
Celia Cudiamat	Chief Impact Officer	\$101
Camille LaMaster	Grants Administrator	\$33
Charee Gillins	Communications & Marketing Director	\$56
Khyati Mehta	Chief Financial Officer	\$108
Kelsey Bates	Accounting Manager	\$49

1. Travel and Per Diem

a. Consultant shall be reimbursed for travel and per diem expenses using the same rates provided to non-represented State employees, subject to any state-wide prohibition on travel. Consultant must pay for travel in excess of these rates. Consultant may obtain current rates from the CEC's website at: http://www.energy.ca.gov/contracts/TRAVEL_PER_DIEM.PDF.

b. For purposes of payment, Consultant's headquarters shall be considered the location of the Consultant's office where the employees' assigned responsibilities for this award are permanently assigned.

c. Travel identified in the Compensation section of this Agreement is approved and does not require further authorization.

d. Travel that is not included in the Compensation section of this Agreement shall require written authorization from the WRCOG prior to travel departure. The CEC will reimburse travel expenses from the Consultant's office location.

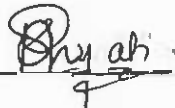
e. Consultant must retain documentation of travel expenses in its financial records. The documentation must be listed by trip and include dates and times of departure and return, departure city, and destination city. Travel receipts, including for travel meals and incidentals, shall be submitted with payment requests requesting reimbursement from WRCOG.

EXHIBIT "D"**EXECUTIVE ORDER N-6-22 CERTIFICATION**

Executive Order N-6-22 issued by Governor Gavin Newsom on March 4, 2022, directs all agencies and departments that are subject to the Governor's authority to (a) terminate any contracts with any individuals or entities that are determined to be a target of economic sanctions against Russia and Russian entities and individuals; and (b) refrain from entering into any new contracts with such individuals or entities while the aforementioned sanctions are in effect.

Executive Order N-6-22 also requires that any consultant that: (1) currently has a contract with the Owner funded through grant funds provided by the State of California; and/or (2) submits a bid or proposal or otherwise proposes to or enter into or renew a contract with the Owner with State of California grant funds, certify that the person is not the target of any economic sanctions against Russia and Russian entities and individuals.

The Consultant hereby certifies, SUBJECT TO PENALTY OF PERJURY, that a) the Consultant is not a target of any economic sanctions against Russian and Russian entities and individuals as described in Executive Order N-6-22 and b) the person signing below is duly authorized to legally bind the Consultant. This certification is made under the laws of the State of California.

Signature: 

Printed Name: Khyati Mehta

Title: Chief Financial Officer

Consultant: Inland Empire Community Foundation

Date: June 26, 2025



Western Riverside Council of Governments WRCOG Executive Committee

Staff Report

Subject: First Amendment to a Memorandum of Understanding between WRCOG and University Enterprise Corporation at California State University of San Bernardino for Evaluation, Measurement & Verification Studies

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

Date: August 3, 2026

Recommended Action(s):

1. Authorize the WRCOG Executive Director to execute a First Amendment to the Memorandum of Understanding between WRCOG and the University Enterprise Corporation at California State University San Bernardino for additional I-REN Evaluation, Measurement, and Verification Studies, increasing the total not-to-exceed amount to \$160,096.

Summary:

I-REN has an existing Memorandum of Understanding (MOU) with the University Enterprise Corporation (UEC) at California State University San Bernardino (CSUSB) for Evaluation, Measurement, and Verification (EM&V) studies, in an amount not-to-exceed \$120,000, for a term through December 31, 2027. The EM&V studies were authorized by the California Public Utilities Commission (CPUC) as part of I-REN's current Business Plan activities and are intended to assess how I-REN is currently performing, guide I-REN in modifying its existing programs, and shape future programs and activities.

Staff is now requesting authorization for a First Amendment to the MOU to fund additional EM&V studies with CSUSB.

Purpose / WRCOG 2022-2027 Strategic Plan Goal:

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

Discussion:

Background

When the CPUC authorized funding for I-REN in 2021, a portion of the authorized budget was set aside for EM&V research. I-REN's total EM&V budget is \$626,464, as approved by the CPUC. The EM&V studies are used to improve I-REN's portfolio of programs and ensure that the programs are collecting data to support evaluation needs. I-REN staff held workshops for each of its three sectors - Public,

Codes & Standards, and Workforce Education & Training - to brainstorm potential studies that would benefit I-REN's processes and enhance its existing programs. I-REN staff also held meetings with representatives from the UEC at CSUSB on the development of these studies and the process for executing them to obtain maximum results.

Present Situation

I-REN uses EM&V to conduct studies and analyses on ways to improve processes, assess needs of the region, and evaluate program effectiveness. The purpose of the EM&V studies conducted under the current MOU was to address needs identified through stakeholder engagement to support current program development, with results helping to inform the programs in I-REN's Business Plan.

As the original six studies have been completed, I-REN staff have identified the need for additional EM&V research to further support program improvement and inform the next Business Plan Application (BPA) filing. The remaining balance of I-REN's CPUC-approved EM&V budget of \$626,464 provides capacity for additional studies beyond the original \$120,000 commitment.

I-REN utilized CSUSB on five of the six studies, at \$20,000 each. WRCOG paid CSUSB a total of \$100,000, leaving a balance of \$20,000 in the contract. WRCOG staff is requesting authorization for a First Amendment to the existing MOU with UEC at CSUSB to fund additional EM&V studies. CSUSB estimates its portion for these additional studies would be \$60,095.80. The amendment would increase the not-to-exceed amount of the MOU from \$120,000 to \$160,095.80 to accommodate the additional research scope for the six new studies.

Prior Action(s):

July 21, 2026: The I-REN Executive Committee recommended that the WRCOG Executive Committee authorize the WRCOG Executive Director to execute a First Amendment to the Memorandum of Understanding between WRCOG and the University Enterprise Corporation at California State University San Bernardino for additional I-REN Evaluation, Measurement, and Verification Studies, increasing the total not-to-exceed amount to \$160,096.

May 5, 2025: The WRCOG Executive Committee authorized the Executive Director to execute a Memorandum of Understanding between WRCOG and the University Enterprises Corporation at California State University, San Bernardino, for I-REN's Evaluation, Measurement, and Verification Studies in an amount not-to-exceed \$120,000, for a term through December 31, 2027.

Financial Summary:

Activities related to this item are included in the approved WRCOG Fiscal Year 2026/2027 budget under the I-REN Fund (Fund 180).

Attachment(s):

[Attachment 1 - 1st Amendment between WRCOG and UEC.pdf](#)

**FIRST AMENDMENT TO
MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
UNIVERSITY ENTERPRISE CORPORATION AT CSUSB
AND
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
FOR
REGIONAL ENERGY NETWORK (REN) EVALUATION MEASUREMENT AND
VERIFICATION STUDIES**

1. PARTIES AND DATE.

This First Amendment is made and entered into this 21st day of July, 2026, by and between the Western Riverside Council of Governments, a California public agency ("WRCOG") on the individually and on behalf of the Inland Regional Energy Network ("I-REN") and the University Enterprise Corporation at CSUSB (UEC), a non-profit 501 (c)(3) public benefit corporation and recognized auxiliary in good standing of California State University. The UEC serves as the recipient, and fiscal agent, of grants and contracts awarded to California State University, San Bernardino ("Organization"). WRCOG and Organization are sometimes referred to herein individually as "Party" and collectively as "Parties".

2. RECITALS.

2.1 Master Agreement.

WRCOG and Organization have entered into that certain Memorandum of Understanding dated May 5, 2025 ("Master Agreement").

2.2 First Amendment.

WRCOG and Organization desire to enter into this First Amendment for the purposes of providing additional compensation for additional EM&V Studies.

3. TERMS.

3.1 Additional Services

The "Services", as that term is defined in the Master Agreement, shall be amended to include additional services as more particularly described in Exhibit "A-1", attached hereto to this amendment and incorporated herein by this reference.

3.2 Additional Costs.

For the Services described in Exhibit "A-1" to this First Amendment, WRCOG shall reimburse Organization for pre-approved time and materials expended in performance of each additional study, not to exceed Twenty Thousand Dollars (\$20,000.00) per study. Compensation shall be invoiced and paid in accordance with the reimbursement provisions of the Master Agreement and the rates set forth in Exhibit "B-1" attached to this First Amendment and incorporated herein by this reference.

3.3 Continuation of Existing Provisions.

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

3.4 Counterparts.

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

3.5 Electronic Delivery of 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
MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
UNIVERSITY ENTERPRISE CORPORATION AT CSUSB
AND
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
FOR
REGIONAL ENERGY NETWORK (REN) EVALUATION MEASUREMENT AND
VERIFICATION STUDIES**

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

WRCOG

WESTERN RIVERSIDE COUNCIL
GOVERNMENTS

By: _____
Christopher Gray
Interim Executive Director

Date: _____

APPROVED AS TO FORM:

By: _____
Steven DeBaun
General Counsel to WRCOG

ORGANIZATION

UNIVERSITY ENTERPRISE
CORPORATION AT CSUSB

By: Julie Wessel
Julie Wessel, Director
Sponsored Programs

Date: 6.30.26

EXHIBIT A-1

SCOPE OF SERVICES



iren.gov

I-REN Evaluation, Measurement, & Verification Plan for 2022-2027 Energy Efficiency Portfolio

Introduction

The Inland Empire Regional Energy Network (I-REN) is submitting this workplan for our Evaluation, Measurement, & Verification (EM&V) research, which will launch in July 2026. The EM&V plan will be used to improve I-REN's portfolio of programs and ensure that the programs are collecting data to support evaluation needs. I-REN's three sectors are summarized below:

Public Sector:

I-REN's Public Sector Programs offer no-cost energy efficiency support to all public agencies within I-REN territory. This program provides local governments with support and resources to develop and implement their strategic energy plans and energy efficiency projects.

Codes & Standards (C&S):

I-REN's C&S program aids local building professionals and departments in gaining a deeper comprehension of and effectively enforcing energy building codes. I-REN's C&S programs encompass two core areas: Training and Education, and Technical Support.

Workforce Education & Training (WE&T):

I-REN's WE&T program supports local career opportunities through no-cost workforce and education programs, promoting a skilled workforce and developing energy efficiency training for job pathways. I-REN's WE&T program includes an Energy Fellowship program that helps job seekers find employment in energy efficiency.

EM&V Studies Overview

I-REN's EM&V Studies will include six research efforts, two for each of I-REN's sectors. These efforts are summarized below and described in more detail later in this document.

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.



Public Sector Studies:

Study 1: High electricity costs in the Inland Empire

Summary

This study aims to examine the drivers of high and increasing electricity costs for public agencies in the Inland Empire and to assess the role I-REN can play in addressing affordability challenges. Understanding these cost drivers is critical for informing future program design and technical assistance. The primary objective of this study is to identify where and why electricity costs are rising for public agencies and to evaluate how I-REN's programs, partnerships, and regional presence can support cost mitigation strategies.

Key questions:

- What are the primary drivers of increased electricity costs for public agencies in the Inland Empire?
- What affordability challenges are most acute for public agencies serving disadvantaged and under-resourced communities?
- What role does I-REN currently play, or could play, in helping agencies understand and manage rising electricity costs?

Methodology

- Literature review: Review prior research, policy papers, and articles examining energy affordability and electricity cost trends in California, with a focus on the Inland Empire. This includes analysis from organizations such as M Cubed and other entities that have evaluated public-sector energy costs, bill components, and the role of RENs in affordability initiatives.
- Energy Data Analysis Program: Leverage insights from the California Energy Commission's Energy Data Analysis Program as it becomes available to analyze aggregated, community-level energy consumption and cost data. This analysis will help identify trends in electricity usage, peak demand, and cost drivers across different jurisdictions and customer types. Additionally, this analysis will look at the rate structure across different agency types (i.e. schools, water districts, cities, counties, etc.).
- Program analysis: Assess how current I-REN offerings intersect with identified cost drivers, including strategic energy planning, technical assistance, and workforce capacity. This analysis can include any I-REN Energy Resilience Roadmaps that have been developed for agencies to date and contain information regarding annual energy usage and costs.

Tasks

- Research and Data Collection
- Analysis of Cost Drivers and Regional Impacts

- Role of I-REN and REN Value Assessment
- Findings and Recommendations

Study 2: Public Sector Project Roadblocks

Summary:

This study aims to identify and analyze the most common roadblocks that prevent public sector energy projects from advancing through a typical project development and implementation process. While public agencies may express interest in energy efficiency or decarbonization projects and, in some cases, initiate early planning steps, a range of recurring challenges can impede progress before projects reach completion. The study will also assess challenges specific to implementing Normalized Metered Energy Consumption (NMEC) projects, which may require additional capacity, data management, or institutional coordination. Findings from this study will inform how I-REN can refine program design, technical assistance, and implementation support to better address common public sector project challenges.

Key questions:

- What are the most common roadblocks to completing public sector NMEC projects? At what step of the project do roadblocks occur?
- Are there consistent barriers that prevent projects from moving through a standard project development process?
- What challenges exist when implementing NMEC projects?

Methodology:

- Desk review of project records including an analysis of any project related documents and communications to identify the roadblock or reason for the project not moving forward.
- Agency survey of public agencies engaged in I-REN's programs
- Implementer survey/interviews to understand regulatory/process barriers and roadblocks
- Detailed data collection method that tracks where in the project pipeline a project became delayed or unsuccessful.

Tasks:

- Review of Public Sector Project Pathways
- Survey Design and Deployment
- Roadblock Analysis
- Findings and Recommendations

C&S Studies:

Study 3: Continuation of Low Engagement Jurisdictions

Summary:

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.

Key questions:

- Which jurisdictions have formal building departments?
- Which jurisdictions contract out their building departments?
- What are common characteristics of jurisdictions that I-REN has little outreach to?
- What barriers do these jurisdictions face regarding access to materials and resources?

Methods:

- Research and report on jurisdictions with which I-REN does not have a strong relationship (jurisdictions that are not utilizing I-REN's resources).
- Research and report the type of building departments within these jurisdictions.
- Survey these jurisdictions to learn how I-REN can engage with them.

Study 4: IDSM Preparation

Summary:

This study aims to evaluate how I-REN's C&S offerings can support local jurisdictions in preparing for Integrated Demand Side Management (IDSM) strategies and implementation. The primary objective of this study is to identify pathways through which I-REN's C&S trainings, technical assistance, and resources can better enable jurisdictions to plan for and implement IDSM-aligned projects. The study will also assess how Energy Code considerations relate to microgrid development and how C&S can play a preparatory role in supporting these emerging projects.

Key questions:

- How can jurisdictions leverage existing I-REN's C&S offerings to support IDSM planning and implementation?
- Are there C&S resources that I-REN does not currently offer that can be developed to support IDSM planning and implementation?

- What Energy Code considerations are most relevant to IDSM and microgrid projects at the local level?
- What knowledge or capacity gaps exist among building departments related to IDSM concepts?
- How can C&S training and technical assistance improve jurisdictional readiness for microgrids and other integrated energy strategies?

Methodology:

- Literature review of needs for IDSM
- Research ways C&S offerings can benefit IDSM efforts

Tasks:

- IDSM and Microgrid Literature Review
- Assessment of C&S Alignment with IDSM Needs
- Synthesis of Findings
- Findings and Recommendations

WE&T Studies:

Study 5: ESA Workforce Pipeline Success

Summary:

This study aims to define what “success” looks like for I-REN’s engagement with the Energy Savings Assistance (ESA) workforce pipeline, including collaboration with Synergy, other ESA contractors, and county business and workforce services. The primary objective of this study is to develop a concise set of outcomes, such as referrals, interviews, hires, and short-term retention, that can be used to evaluate the effectiveness and scalability of ESA-connected workforce activities.

Key questions:

- What near-term, measurable workforce outcomes should define success for the ESA workforce pipeline collaboration (Synergy and other ESA contractors + counties), beyond generic counts of meetings and contacts?
- Scalability of the ESA pipeline?

Methodology:

- As collaboration begins with Synergy and I-REN, determine practical metrics for ESA success.
- Convene a brief virtual focus group or 1:1 interviews with Synergy + 1–2 other ESA contractors + county business services to co-define 3–5 practical metrics (e.g., number of referrals, interviews, hires, 90-day retention) post I-REN funded training. Map the pathway for energy related careers in this region and how that connects to our funded trainings.

Tasks:

- Stakeholder Engagement Planning
- Focus Group and Interviews
- Workforce Pathway Mapping
- Findings and Recommendations

Study 6: Energy Employer “Partnership-Ready”

Summary:

This study aims to identify the characteristics that make energy employers “partnership-ready” for county workforce agencies and regional workforce initiatives in the Inland Empire. By understanding what differentiates employers who move beyond passive participation, I-REN and

county partners can better prioritize outreach, strengthen workforce pipelines, and replicate successful engagement models.

Key questions:

- Of the employers in the IE Energy Employer list and roundtable networks, what characteristics correlate with counties being able to turn them into active partners (MOUs, job orders, co-hosted roundtables, or trainee placements)?

Methodology:

- Tag the existing employer list with a few simple attributes (size, type of work, prior contact with counties, roundtable attendance).
- Quick internal survey or group discussion with county business services and I-REN staff: which employers have moved beyond “list” status into real engagement, and why.
- Produce a short “ideal employer profile” and outreach script that counties and I-REN can use when prioritizing who to invite to roundtables or engage for pipelines. Who is helping lead discussion, and why are there clear winners like Grid Alternatives.

Tasks:

- Employer List Review
- Practitioner Input on Partnership Readiness
- Analysis of Partnership-Enabling Characteristics
- Development of Employer Engagement Tools

EXHIBIT B-1
RATES

I-REN 2026 EM&V					
I-REN Program	Task/Subtask Name/Description	TEC Budget	CSUSB Budget	Frontier Budget	Total Study Budget
Public Sector	Study 1: High electricity costs in the Inland Empire	\$ -	\$ 7,650.80	\$ 1,650.00	\$ 9,300.80
Public Sector	Study 2: Public Sector Project Roadblocks	\$ -	\$ 14,191.00	\$ 14,850.00	\$ 29,041.00
Codes & Standards	Study 3: Continuation of Low Engagement Jurisdictions	\$ -	\$ 6,787.00	\$ 9,900.00	\$ 16,687.00
Codes & Standards	Study 4: IDSM Preparation	\$ -	\$ 14,191.00	\$ 13,200.00	\$ 27,391.00
Workforce Education and Training	Study 5: ESA Workforce Pipeline Success	\$ 16,500.00	\$ 17,276.00	\$ 2,475.00	\$ 36,251.00
Workforce Education and Training	Study 6: Energy Employer "Partnership-Ready"	\$ 44,550.00	\$ -	\$ 2,475.00	\$ 47,025.00
	Partner Totals	\$ 61,050.00	\$ 60,095.80	\$ 44,550.00	\$ 166,537.80



Western Riverside Council of Governments WRCOG Executive Committee

Staff Report

Subject: 2026 Agency Accomplishments and Work Plan
Contact: Christopher Gray, Interim Executive Director, cgray@wrcog.us, (951) 405-6710
Date: August 3, 2026

Recommended Action(s):

1. Receive and file.
-

Summary:

This Staff Report documents key agency accomplishments during the first six months of 2026, including administrative and programmatic items. Additionally, the Report presents key work efforts for the remaining six months of 2026. These key efforts will include an update of the Strategic Plan, a potential Bylaws update, continuing update of personnel and fiscal policies, and advocacy efforts.

Purpose / WRCOG 2022-2027 Strategic Plan Goal:

The purpose of this item is to provide an update on Agency accomplishments over the past six months and also to present key WRCOG work efforts for the remainder of 2026. This item supports WRCOG's 2022-2027 Strategic Plan Goal #4 (Communicate proactively about the role and activities of the Council of Governments).

Discussion:

Six-Month Accomplishments

Attachment 1 provides an overview of major agency accomplishments since December 2025. Key accomplishments were related to the following items:

- General Assembly Revenue
- HR / Personnel Policy Update
- I-REN Operations
- WRCOG Events
- AB 2307
- External Outreach / Stakeholder Relations
- Lobbying / Advocacy
- Agency Transparency
- Agency Awards

Six-Month Work Plan

Attachment 2 provides an overview of major WRCOG efforts that are anticipated to occur from July to December 2026. Some of these efforts include:

- Personnel Policies update
- Fiscal policy update
- Bylaws update
- Strategic Plan update
- Sacramento lobbying trip
- Legislative Platform update
- Planning for the 2027 & 2028 General Assembly events
- C-PACE future direction
- Classification & Compensation Study

Prior Action(s):

None.

Financial Summary:

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

Attachment(s):

[Attachment 1 - Agency Accomplishments.pdf](#)

[Attachment 2 - 6-Month Work Plan.pdf](#)

Attachment

Agency Accomplishments
December 2025 – June 2026

Major WRCOG Accomplishments (December 2025 to June 2026)

Accomplishments	Description	Strategic Plan Goal
General Assembly Revenue	Highest GA revenues including sponsorships, in-kind donations, and ticket sales in the history of the event (over \$400K).	3 (Fiscal Stability) 4 (Communicate Proactively)
HR / Personnel Policy Update	Resolved outstanding leave balance issues, updated Key Personnel Policies, and hired first HR Manager.	3 (Fiscal Stability) 7 (Safe Inclusive Environment)
I-REN Operations	Filled 3 positions that were approved 2 years ago but never filled; reallocated existing staff so that 2 Program Managers are now working on I-REN full-time.	3 (Fiscal Stability) 6 (Sustainability)
WRCOG Events	Sustainability Summit (260 attendees) and Woman's Day Event (200 attendees).	4 (Communicate Proactively)
AB 2307	Worked with southwest cities to develop and introduce legislation to support a regional effort to work with Caltrans to address regional traffic congestion.	1 (Advocacy) 5 (Infrastructure)
External Outreach / Stakeholder Relations	Riverside Monday Morning Group; San Bernardino City/County Conference; Murrieta/Wildomar Chamber; Portero Groundbreaking; Sun Lakes Boulevard Groundbreaking; I-15 Smart Freeways Ribbon Cutting; Congressional Meeting Regarding Housing Affordability.	4 (Communicate Proactively)
Lobbying/Advocacy	Retained TPA to support WRCOG's overall lobbying efforts on behalf of member agencies.	1 (Advocacy)
Agency Transparency	Actively communicated with staff regarding personnel policies and leave reconciliation; conducted regular staff meetings and internal outreach; better communication regarding activities of Executive Director.	7 (Safe Inclusive Environment)
Agency Awards	CalCOG I-REN, OPENGOV, and Best Work Places.	4 (Communicate Proactively)

Attachment

6-Month Work Plan

Major WRCOG Work Efforts (July 2026 to December 2026)

Task	Description	Estimated Time Frame	Ad Hoc	Strategic Plan Goal #
Personnel Policy Update	Complete the update of all personnel policies. Major remaining policies include any efforts related to pay, benefits, and remote work. Majority of remaining policies will require nominal review and input.	July 2026 to December 2026	Policy Ad Hoc	3 (Fiscal Stability) 7 (Safe Inclusive Environment)
Fiscal Policy Update	Review and update all fiscal policies as applicable. Review with WRCOG FDC to gain input and evaluate potential changes.	July 2026 to November 2026	Policy Ad Hoc	3 (Fiscal Stability)
By-Laws Update	Review and potential update of WRCOG By-Laws. Any changes would be implemented following adoption.	August 2026 to December 2026	N/A	All
Strategic Plan Update	WRCOG Strategic Plan as developed in 2022. It is due for a comprehensive update. Update will require input from EC members, partner agencies, and other stakeholders. Process will include interviews and structured meetings to update elements of the document.	September 2026 to January 2027	N/A	All
Sacramento Lobbying Trip	Staff will work with TPA to prepare a legislative day. Advocacy Committee will need to identify key issues of concern and goals of any outreach efforts. This effort might be focused on specific legislation or more generalized outreach. Preparation should begin later this year to prepare for a lobbying trip in early Spring 2027.	January / February 2027	Advocacy Ad Hoc	1 (Advocacy)
Update Legislative Platform	Legislative platform should be reviewed and updated prior to adoption by Executive Committee. Should occur in conjunction with any lobbying efforts and update of the Strategic Plan.	September 2026 to November 2026	Advocacy Ad Hoc	1 (Advocacy)
2027-2028 General Assembly Planning	Work should begin immediately to secure speaker for 2027 GA and determine location for 2028 GA. Any structural changes to the event should be addressed as well to ensure the long-term fiscal sustainability of the event.	July 2026 to October 2026	GA Ad Hoc	4 (Communicate Proactively)
C-PACE Future Direction	WRCOG has been approached by several entities that wish to participate in the C-PACE program. C-PACE is due for a comprehensive evaluation to determine appropriate level of effort, staffing, etc. to balance revenue vs. risk.	August 2026 to November 2026	PACE Ad Hoc	3 (Fiscal Stability) 5 (Sustainability)
Class & Comp Study	WRCOG is due for a comprehensive Classification & Compensation Study.	July 2026 to December 2026	Policy Ad Hoc	3 (Fiscal Stability) 7 (Safe Inclusive Environment)



Western Riverside Council of Governments WRCOG Executive Committee

Staff Report

Subject: Legislative Update: Townsend Public Affairs
Contact: Bonnie Woodrome, Manager, Communications and External Affairs,
bwoodrome@wrcog.us, (951) 405-6752
Date: August 3, 2026

Recommended Action(s):

1. Receive and file.
-

Summary:

Elisa Arcidiacono of Townsend Public Affairs, Inc. will present an update of recent legislative developments and budget updates at the State level.

Purpose / WRCOG 2022-2027 Strategic Plan Goal:

The purpose of this item is to provide an update of the recent developments at the state level that may impact the WRCOG region. This item aligns with WRCOG's 2022- 2027 Strategic Plan Goal #1 (Serve as an advocate at the regional, state, and federal level for the Western Riverside subregion).

Discussion:

Background

In May 2026, WRCOG retained services from Townsend Public Affairs (TPA) to assist with state legislative matters. With TPA's assistance, WRCOG seeks to have a stronger presence in Sacramento to address the concerns from our subregion.

Present Situation

TPA representative Elisa Arcidiacono will provide a legislative update on current activities in Sacramento, including the status of key policy discussions, budget considerations, and emerging legislative issues that may impact local governments and regional agencies. With the direction of the Advocacy Ad Hoc Committee, staff will continue coordinating with TPA to monitor legislation and advocate for WRCOG's legislative priorities and the interests of its member agencies.

Prior Action(s):

None.

Financial Summary:

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

Attachment(s):

None.



Western Riverside Council of Governments WRCOG Executive Committee

Staff Report

Subject: Fee Comparison Analysis Findings
Contact: Chris Tzeng, Program Manager, ctzeng@wrcog.us, (951) 405-6711
Date: August 3, 2026

Recommended Action(s):

1. Receive and file.
-

Summary:

WRCOG updated its fee comparison analysis to evaluate development impact fees across western Riverside County, including how fees vary by land use, how they have changed since 2022, and how they relate to total development costs. Using current (2025) fee schedules and standardized development prototypes, the analysis provides a consistent, regionwide comparison of fee levels and their role within overall project economics. The report is framed around the relationship between infrastructure funding needs and development feasibility, recognizing that fee-supported improvements are only realized as development occurs.

Purpose / WRCOG 2022-2027 Strategic Plan Goal:

The purpose of this item is to provide a summary of findings of the fee comparison analysis. 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

Since 2022, development impact fees have increased across the region, with average growth in the range of 16% to 21%, generally consistent with inflationary trends. Average fees are now approximately \$67,000 per single-family unit and \$37,000 per multi-family unit, with non-residential fees ranging from roughly \$8 to \$29 per square foot, depending on use. Changes have been driven by a combination of updated nexus studies, annual inflationary adjustments, and a shift in several jurisdictions from per-unit to per-square-foot residential fee structures pursuant to AB 602. While not all jurisdictions adopted new fee programs, changes to regional, school, and utility fees have contributed to increases in total fee levels.

The regional Transportation Uniform Mitigation Fee (TUMF) represents approximately 20% of total

development impact fees for residential uses and 12% to 25% for non-residential development, depending on land use type. When considered relative to total development costs, development impact fees account for approximately 3.5% to 10.6% across prototype projects, with TUMF representing less than 2% of total costs.

Construction cost escalation has been a more significant change since the prior study period. Between 2022 and 2025, hard construction costs increased by approximately 30% to 40% for most non-residential and multi-family development types, and by approximately 8% for single-family development. These increases, in combination with higher financing costs, have influenced overall development economics. While fee levels remain only a small portion of the cost, increasing fee levels may add an additional layer of financial challenge for projects that are facing narrower feasibility margins than in years prior.

Present Situation

Analysis Findings: Development prototype assumptions for this report were held consistent with the prior study and their appropriateness was confirmed through an updated development trend analysis. The largest shifts in development characteristics were seen in industrial development, which showed a slight reduction in average project size within the region due to fewer large-format projects, though median project size remained consistent. Market data also indicates a notable increase in single-family build-to-rent development activity, reflecting an evolving development trend in the region. Across the board, fees as a percentage of total development costs decreased slightly, except for single-family and retail projects. Fees increased to 10.6% of single-family home development costs, decreased to 7.7% of multi-family development costs, and totaled between 3.5% to 7.0% for non-residential projects. While fee levels and structures continue to evolve, their impact on total development costs remains somewhat limited compared to broader changes in market conditions that impact project values and the costs of construction and financing.

All of these findings are summarized and provided in the attachments to this Staff Report.

Comparison Charts: The figures attached to this Staff Report illustrate the distribution and relative share of development impact fees by category (e.g., regional transportation, water / sewer, school, and local fees) across prototype land uses, as well as variation in total fee levels by jurisdiction and a comparison to nearby regions. The charts also contextualize WRCOG fee levels relative to Coachella Valley and San Bernardino County, highlighting differences in total fees and fee types across the region.

Prior Action(s):

None.

Financial Summary:

Transportation and Planning Department activities are included in the Agency's adopted Fiscal Year 2026/2027 Budget under the Transportation Department. This analysis is covered under LTF (Fund 210).

Attachment(s):

[Attachment 1 - Jurisdiction Fee Comparison Charts.pdf](#)

[Attachment 2 - Regional Fee Comparison Charts.pdf](#)

[Attachment 3 - Fee Comparison Analysis Draft Report.pdf](#)

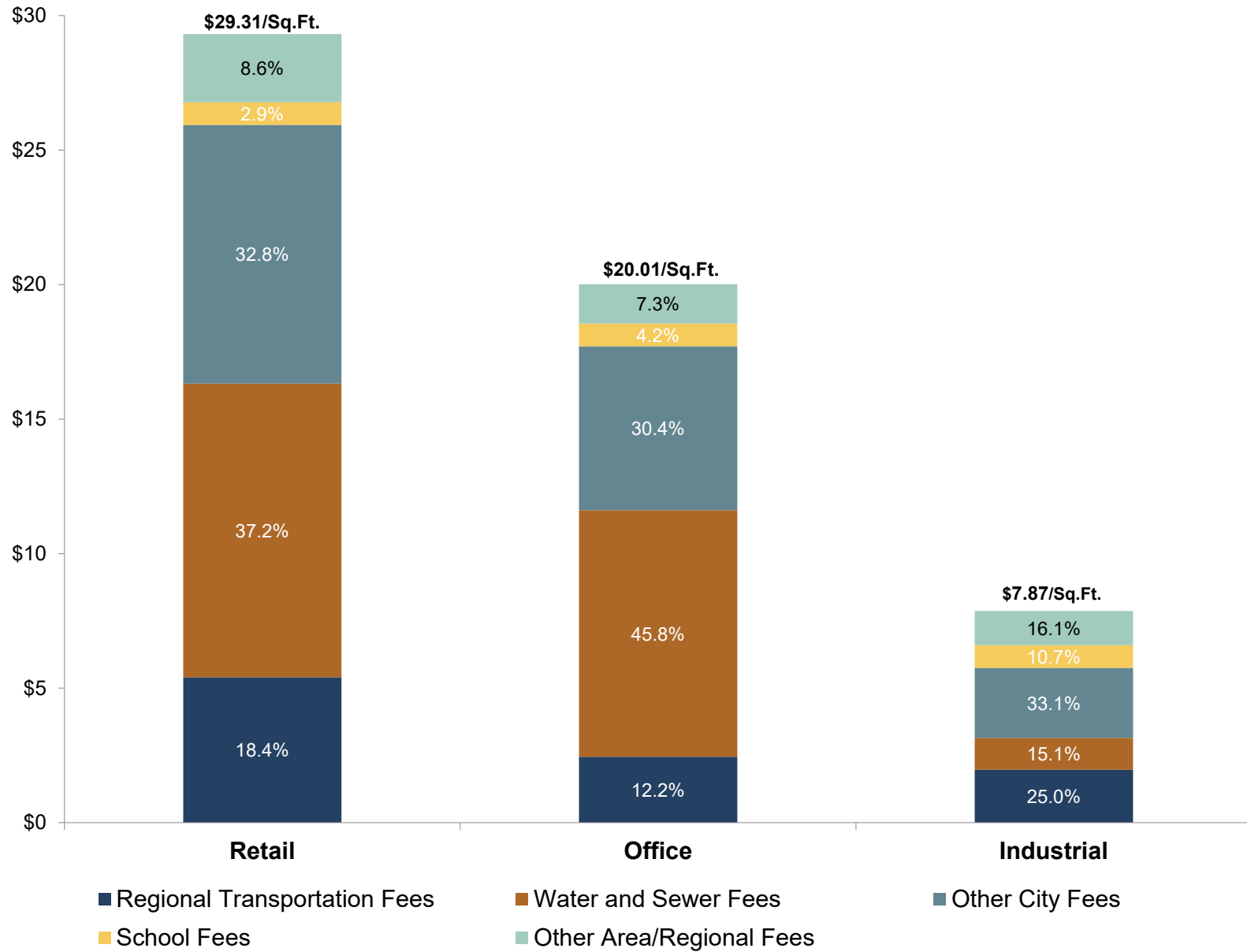
Attachment

Jurisdiction Fee Comparison Charts

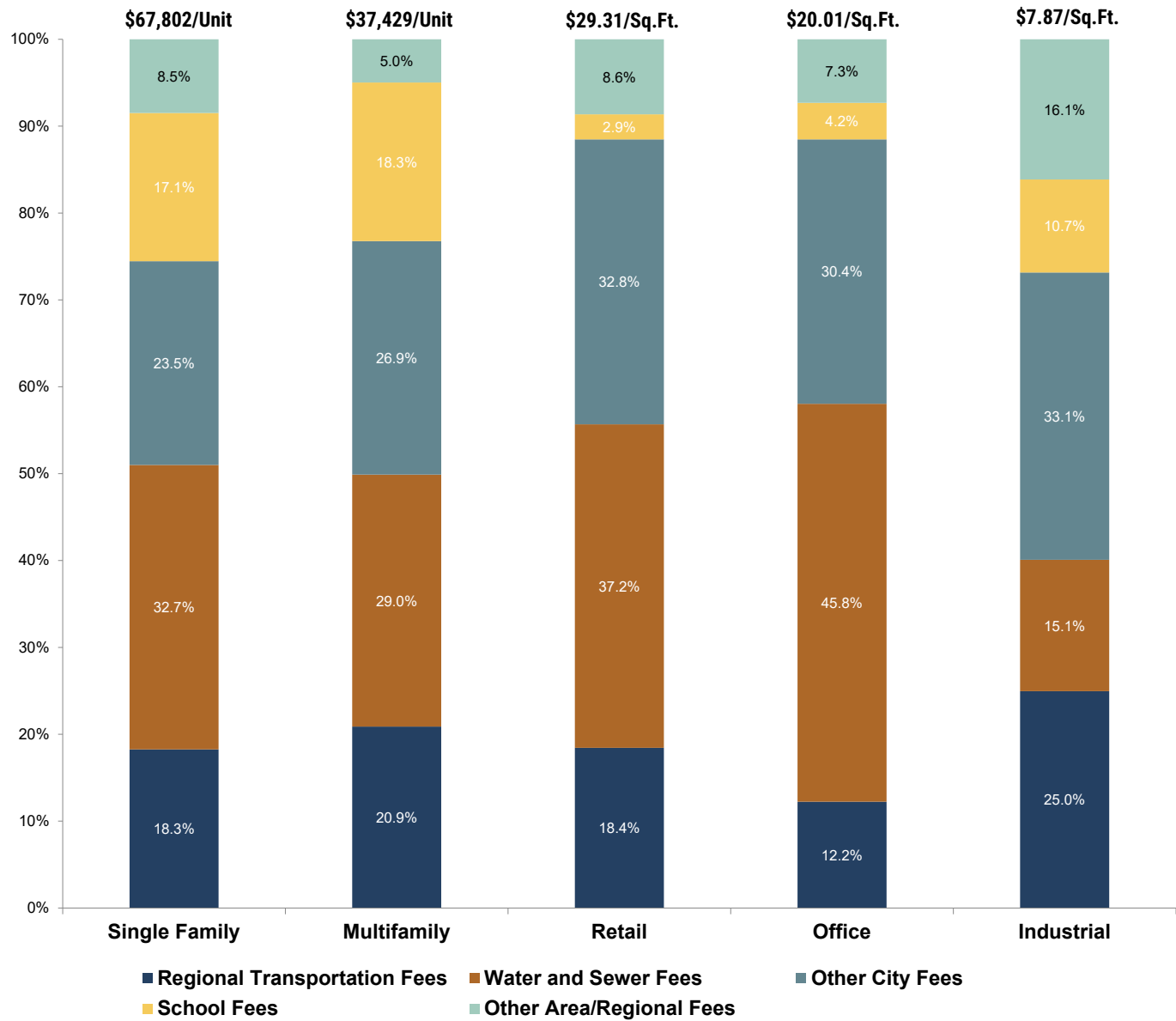
Residential Prototype Average Development Impact Fees for WRCOG Jurisdictions



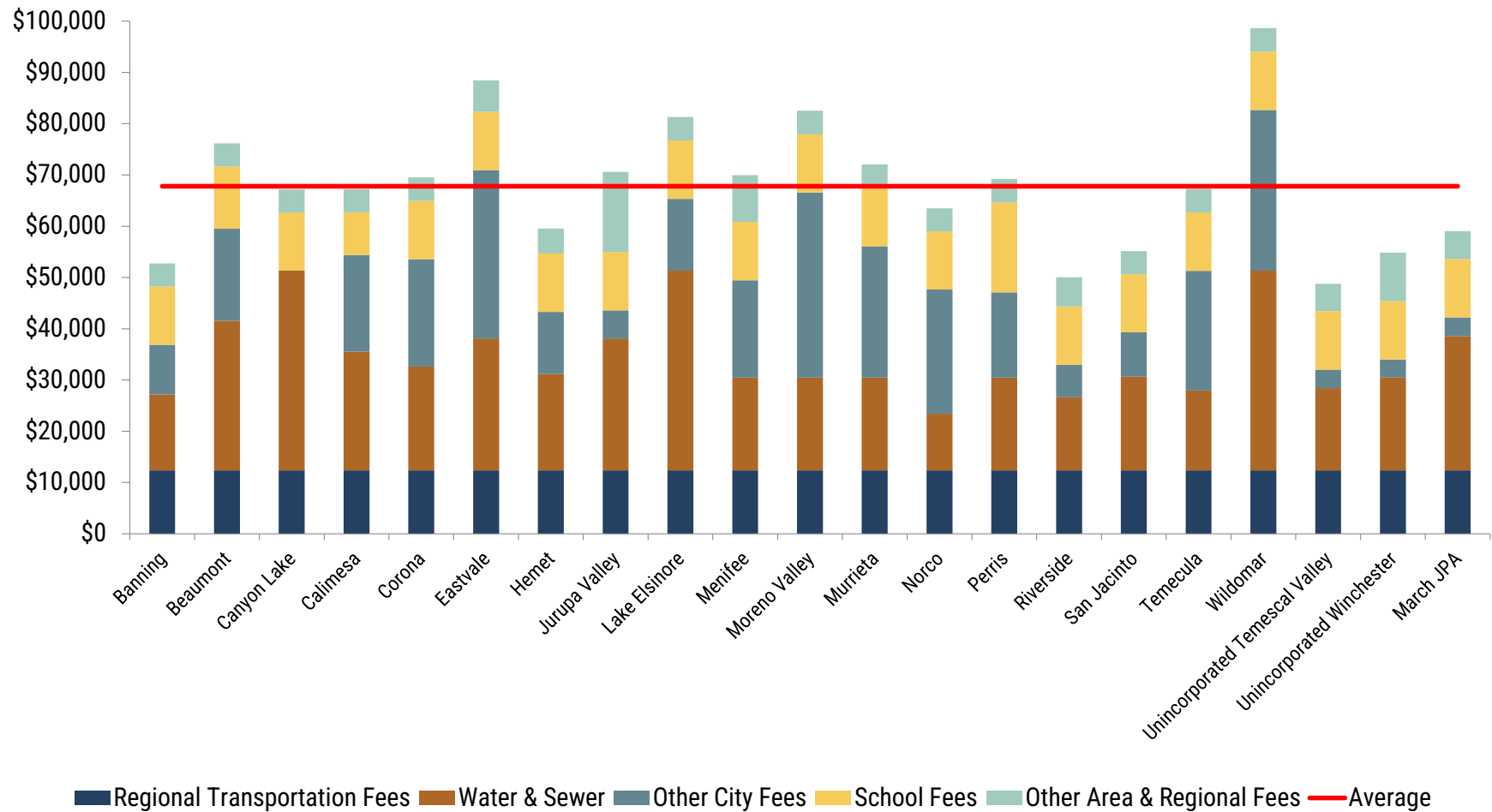
Nonresidential Prototype Average Development Impact Fees for WRCOG Jurisdictions



Development Impact Fee Component Comparison by Prototype for WRCOG Jurisdictions



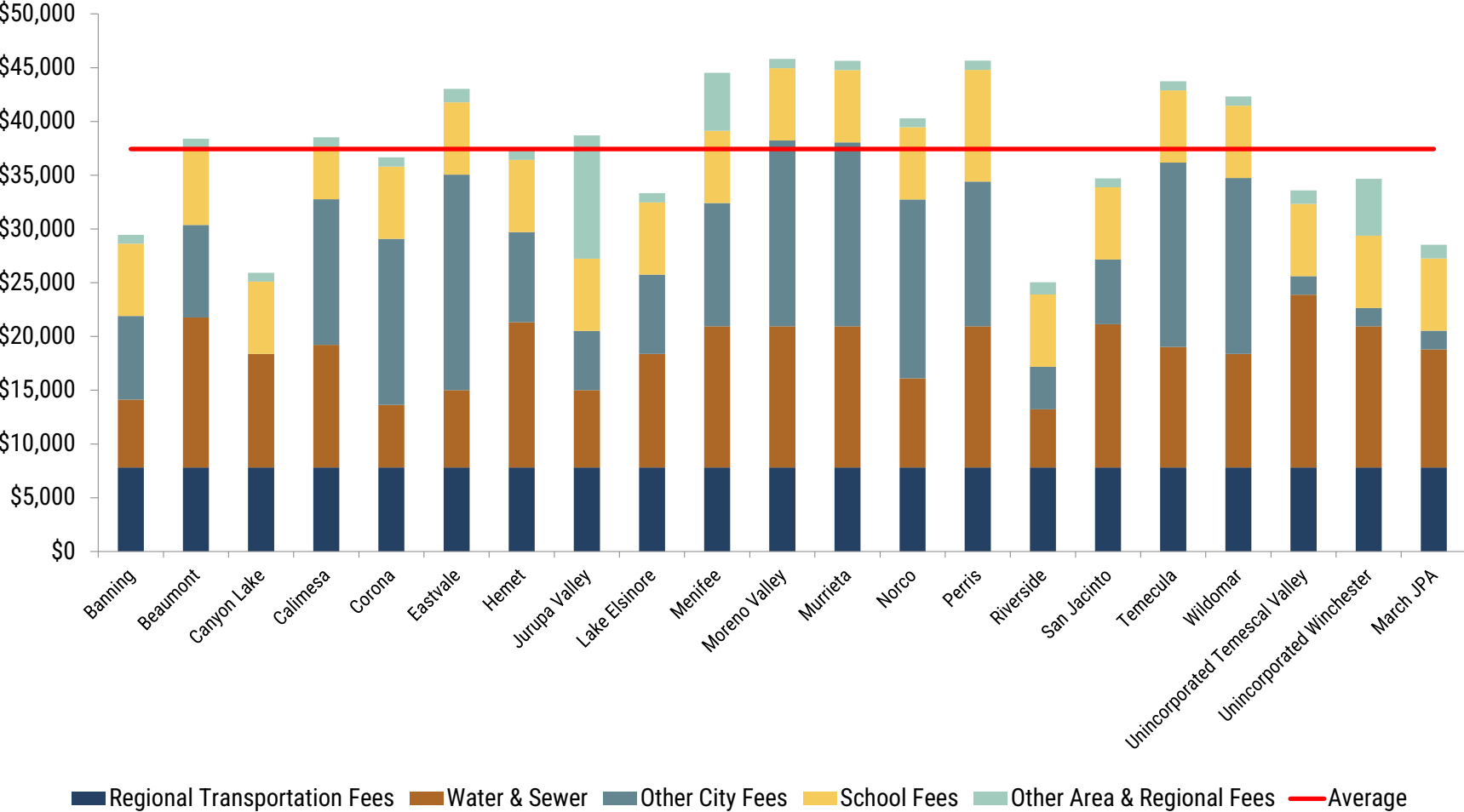
Single Family Prototype Development Fees by Jurisdiction (Per Unit)



Fee estimates for specified development prototypes as of 2026. Actual fees will vary based on project specifics and any fee updates.

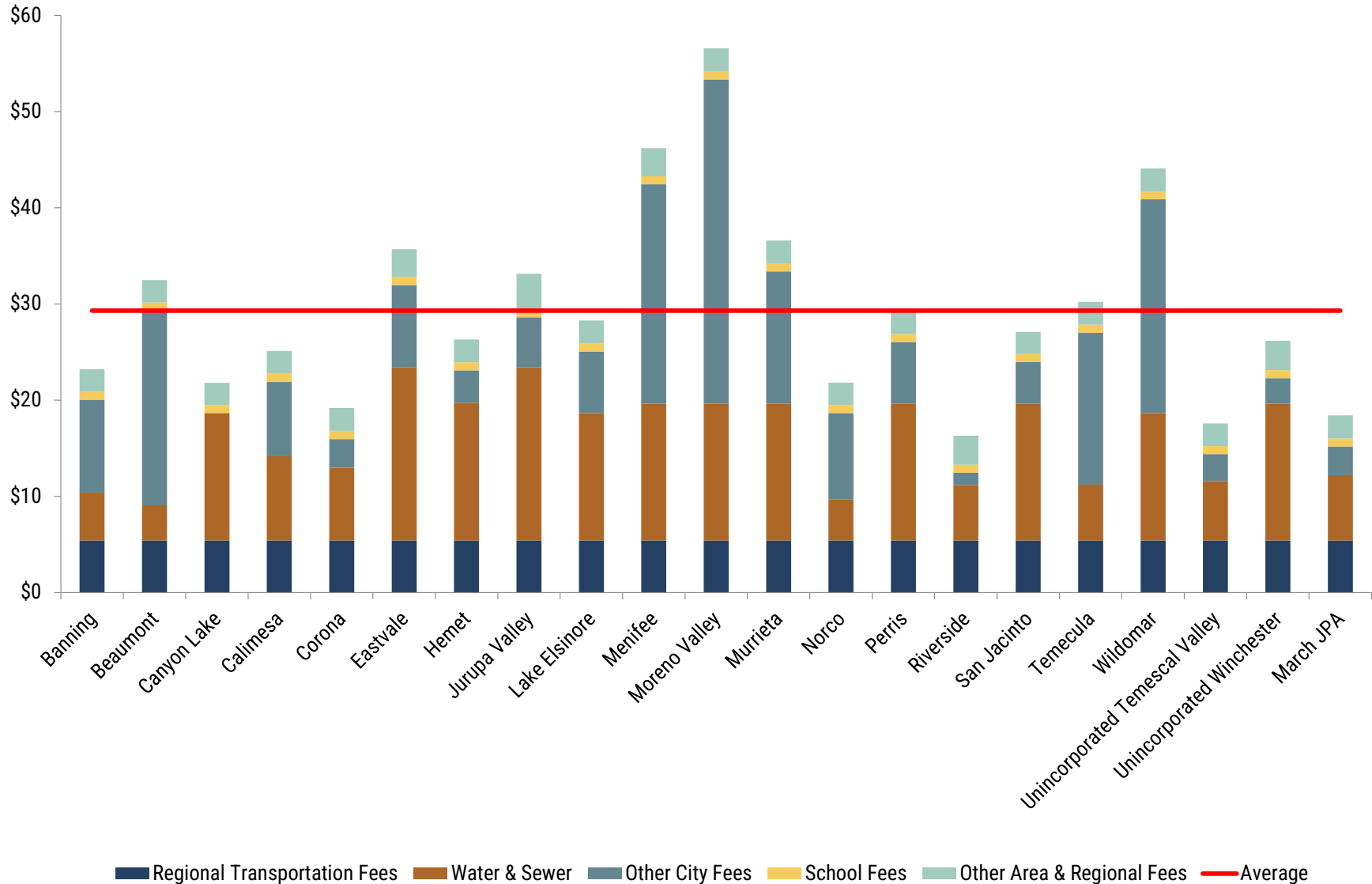
"Other Area Fees/ Regional Fees" include, but are not limited to, roads and bridges, regional parks, trails, multiservice center fees, area specific fees, and habitat mitigation fees.

Multifamily Prototype Development Fees by Jurisdiction (Per Unit)



Fee estimates for specified development prototypes as of 2026. Actual fees will vary based on project specifics and any fee updates.
 "Other Area Fees/ Regional Fees" include, but are not limited to, roads and bridges, regional parks, trails, multiservice center fees, area specific fees, and habitat mitigation fees.

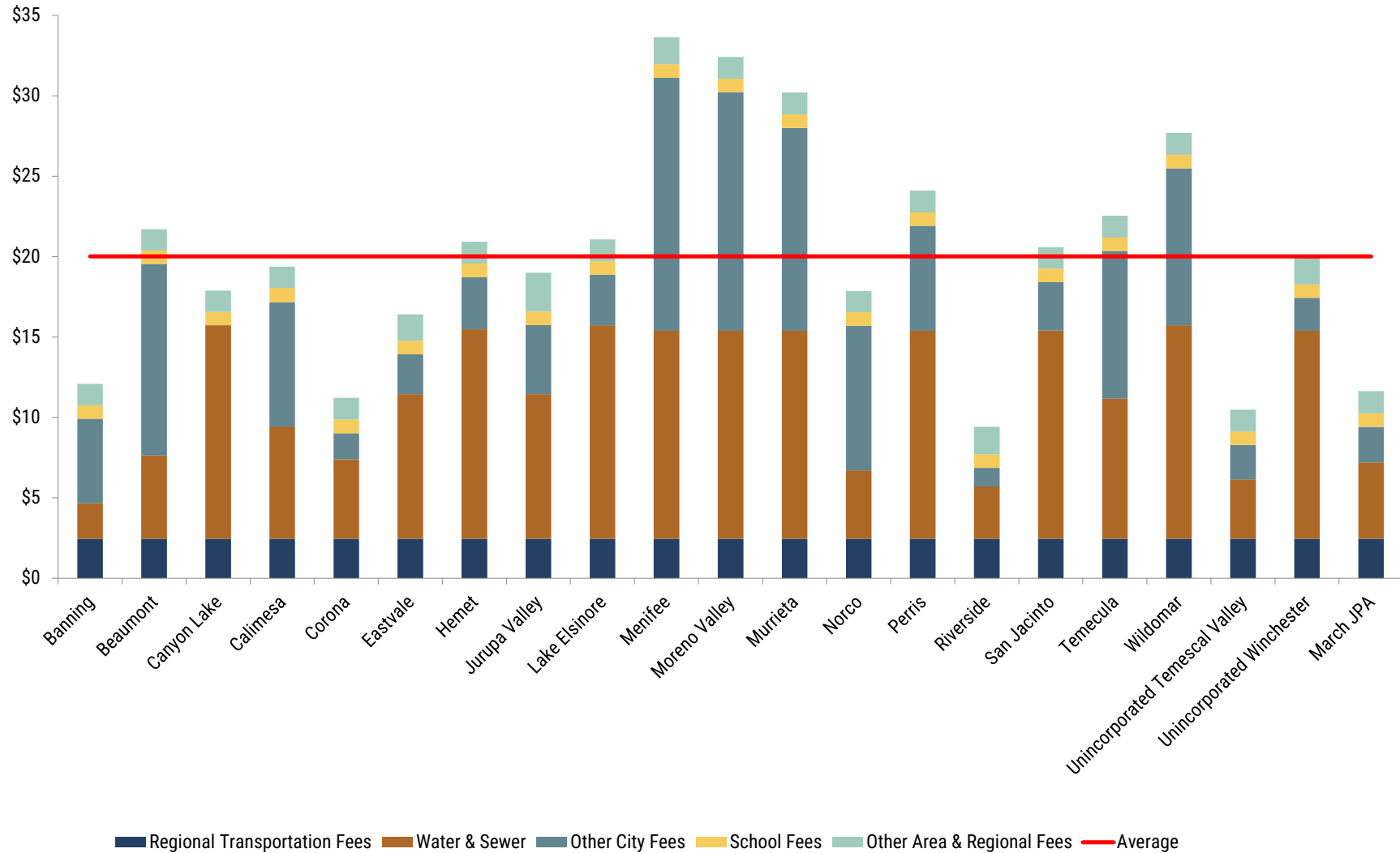
Retail Prototype Development Fees by Jurisdiction (Per Square Foot)



Fee estimates for specified development prototypes as of 2026. Actual fees will vary based on project specifics and any fee updates.

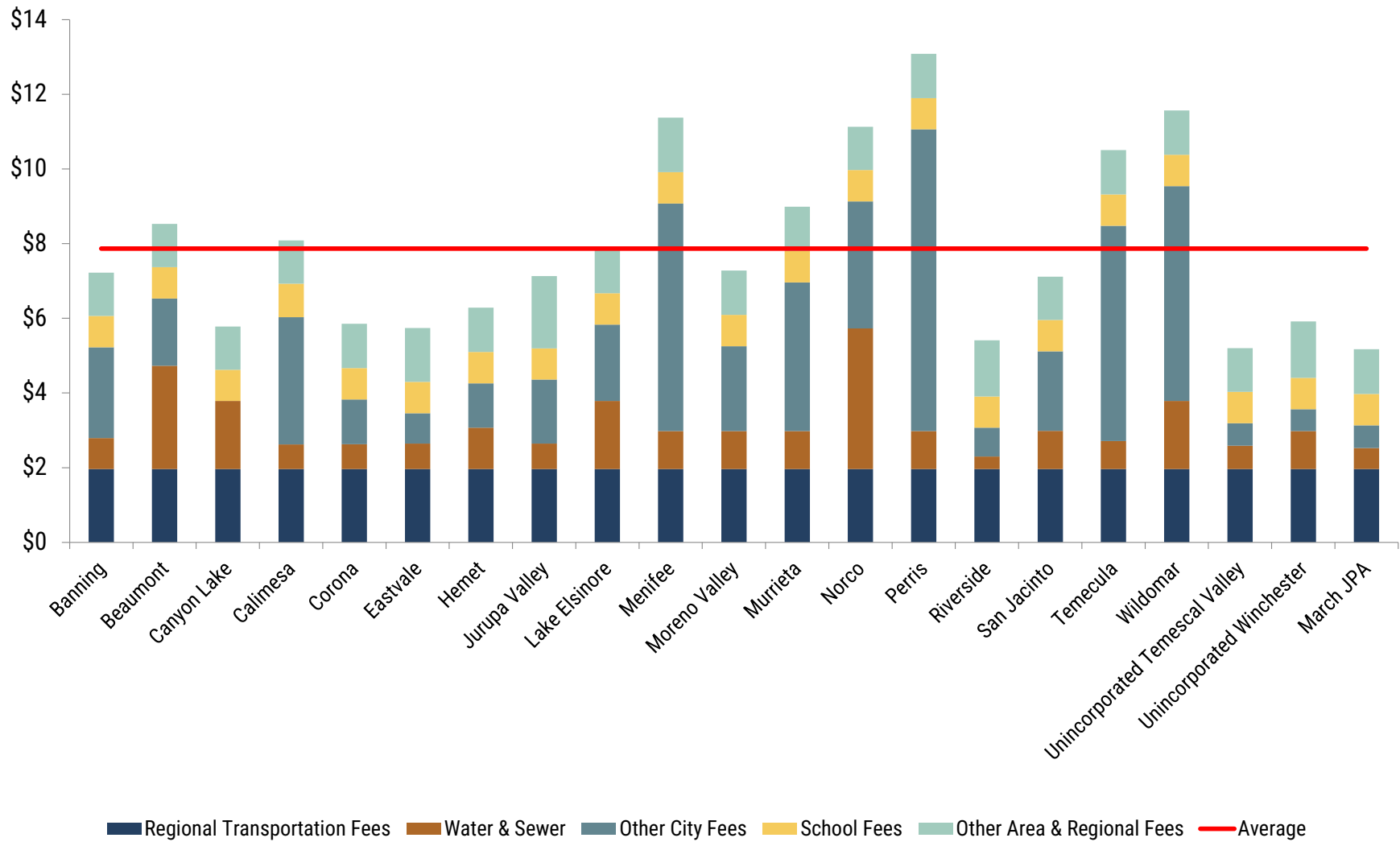
"Other Area Fees/ Regional Fees" include, but are not limited to, roads and bridges, regional parks, trails, multiservice center fees, area specific fees, and habitat mitigation fees.

**Office Prototype
Development Fees by Jurisdiction (Per Square Foot)**



Fee estimates for specified development prototypes as of 2026. Actual fees will vary based on project specifics and any fee updates.
 "Other Area Fees/ Regional Fees" include, but are not limited to, roads and bridges, regional parks, trails, multiservice center fees, area specific fees, and habitat mitigation fees.

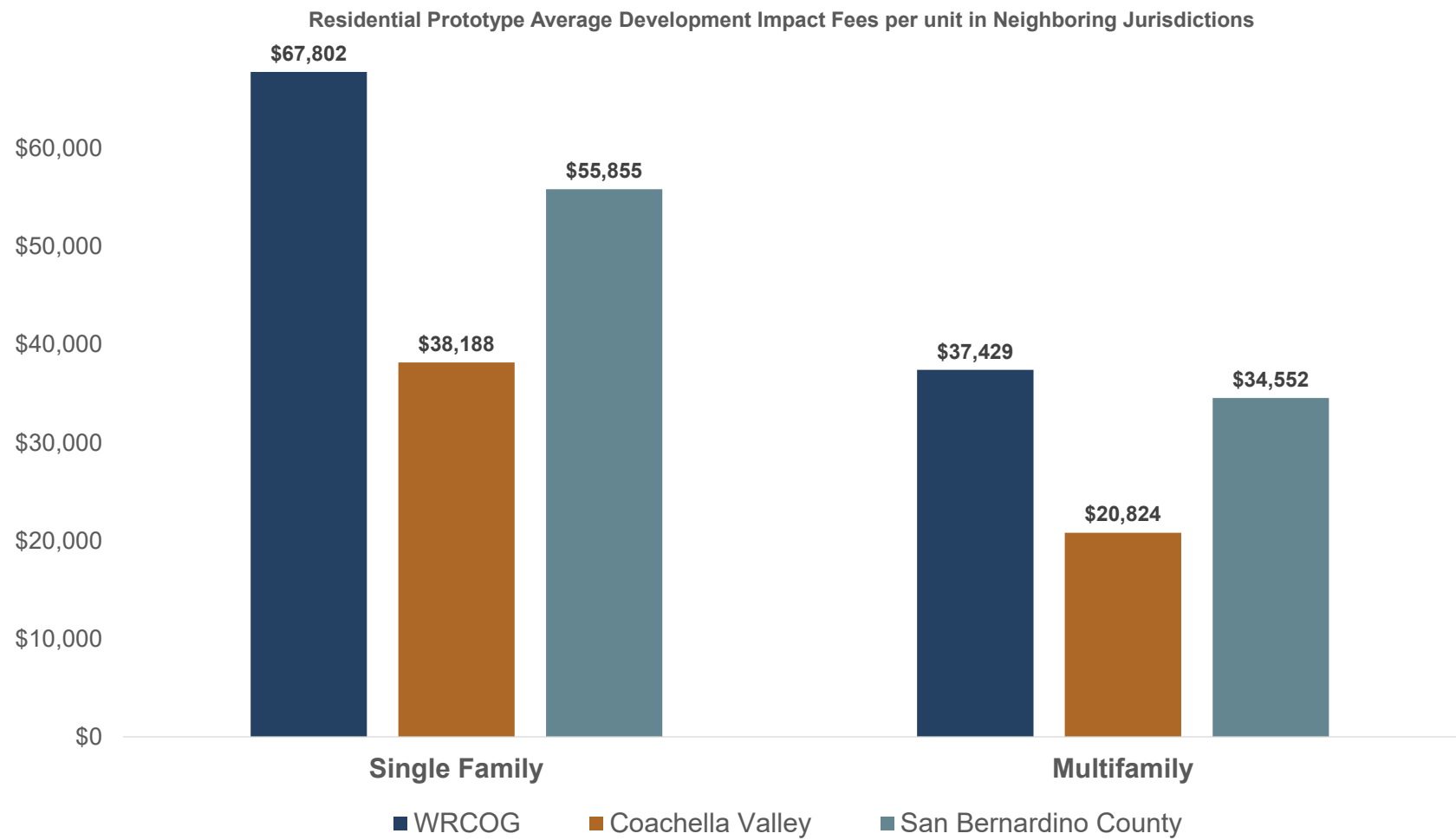
Industrial Prototype Development Fees by Jurisdiction (Per Square Foot)

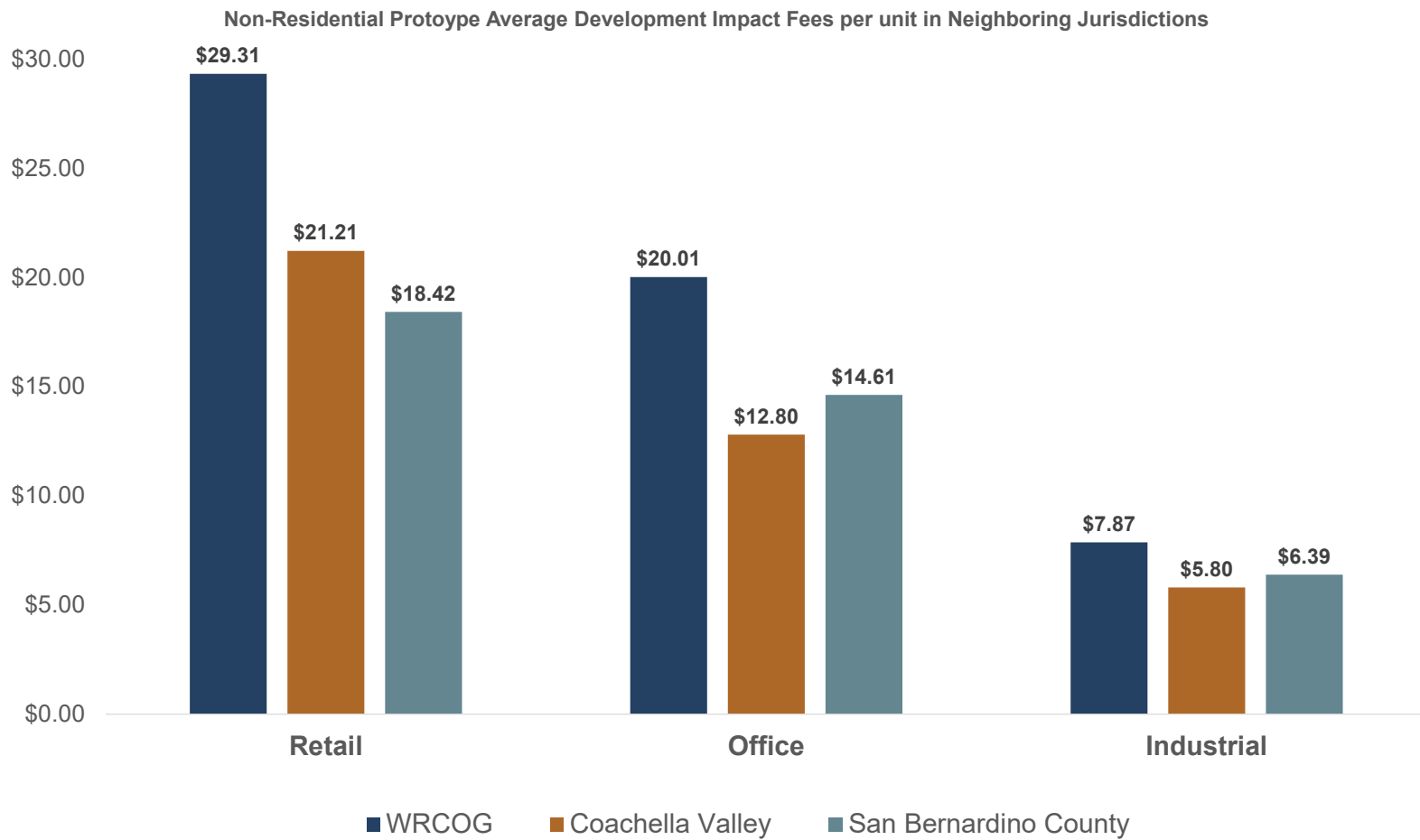


Fee estimates for specified development prototypes as of 2026. Actual fees will vary based on project specifics and any fee updates.
 "Other Area Fees/ Regional Fees" include, but are not limited to, regional parks, trails, multiservice center fees, area specific fees, and habitat mitigation fees.

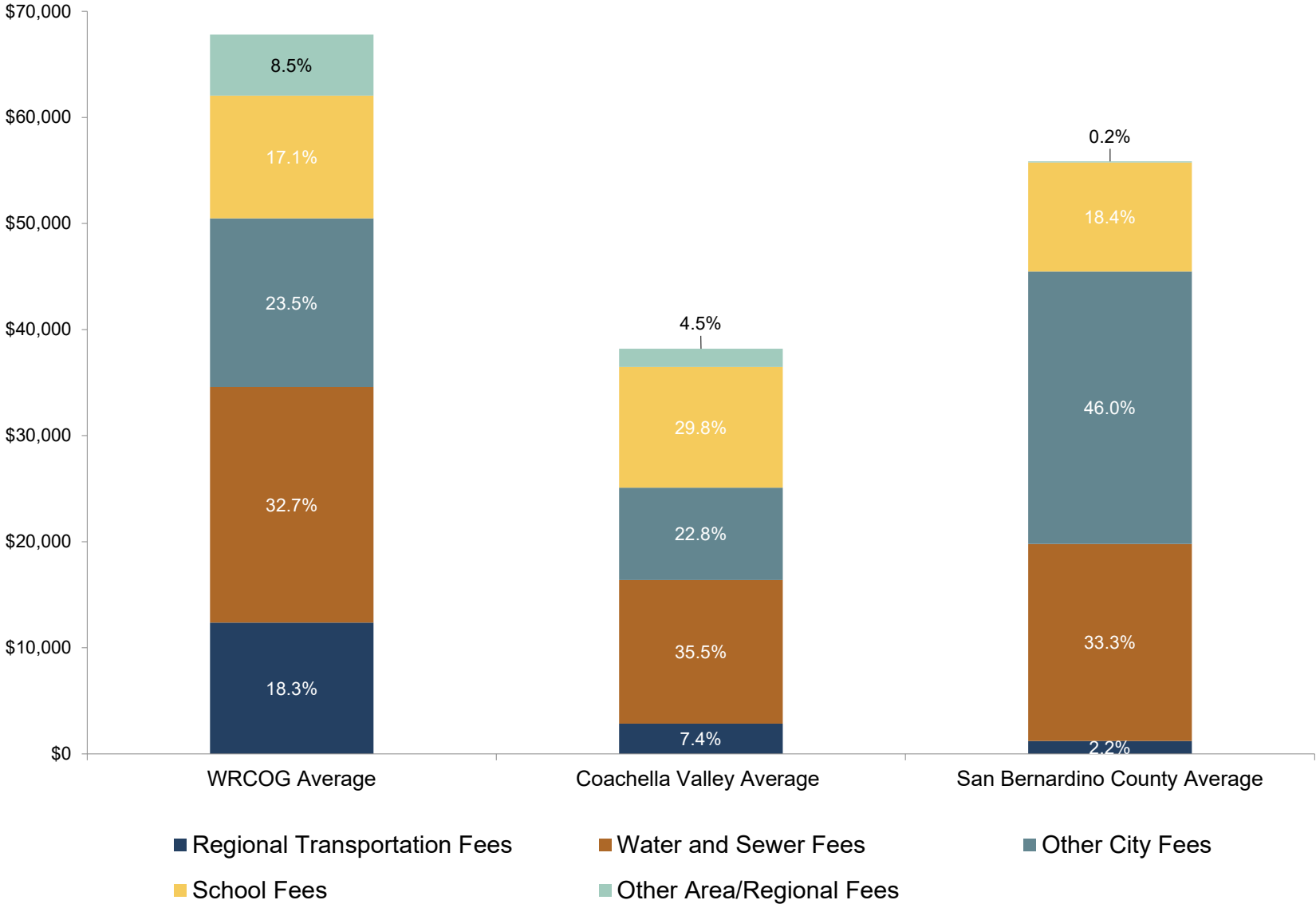
Attachment

Regional Fee Comparison Charts

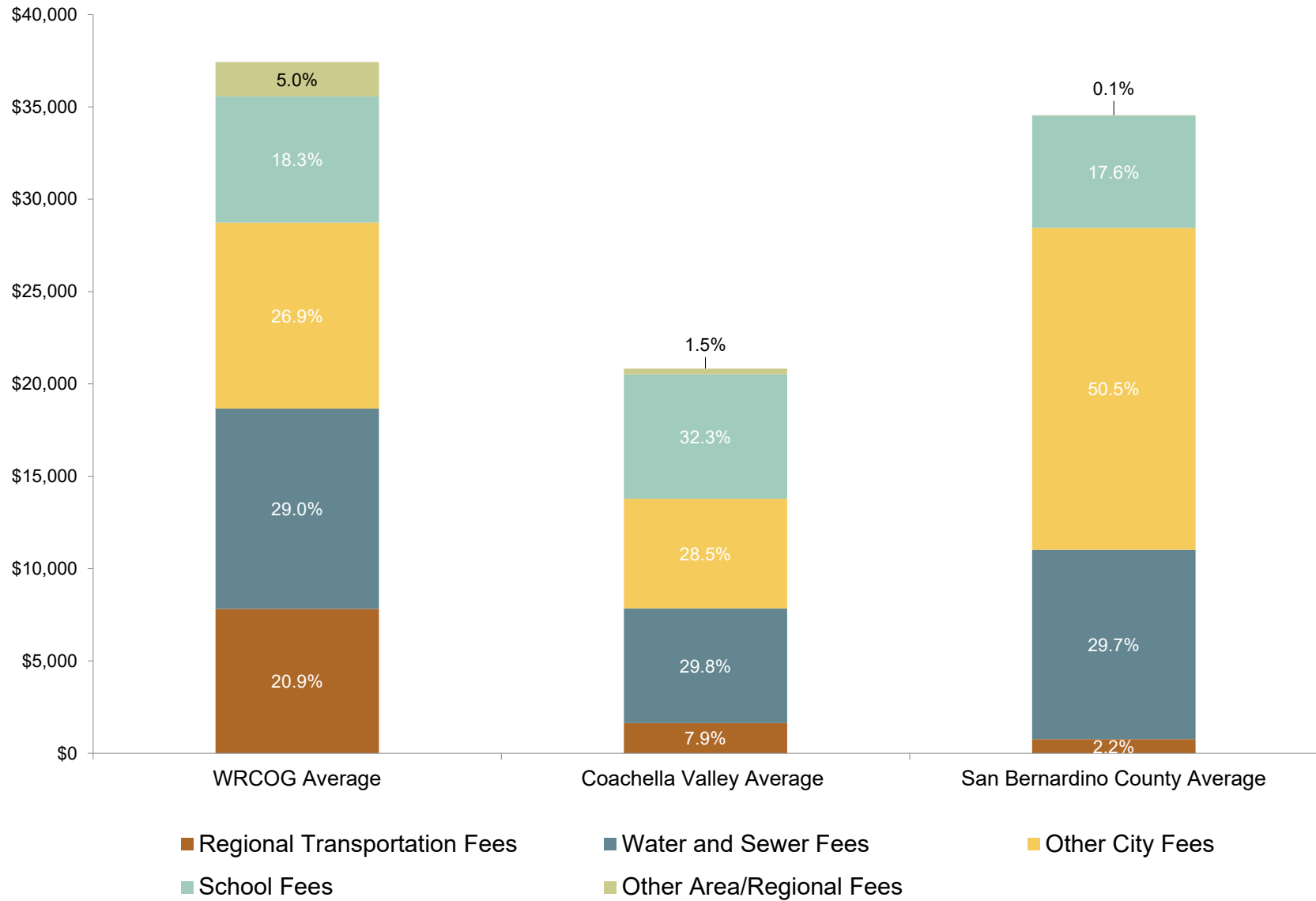




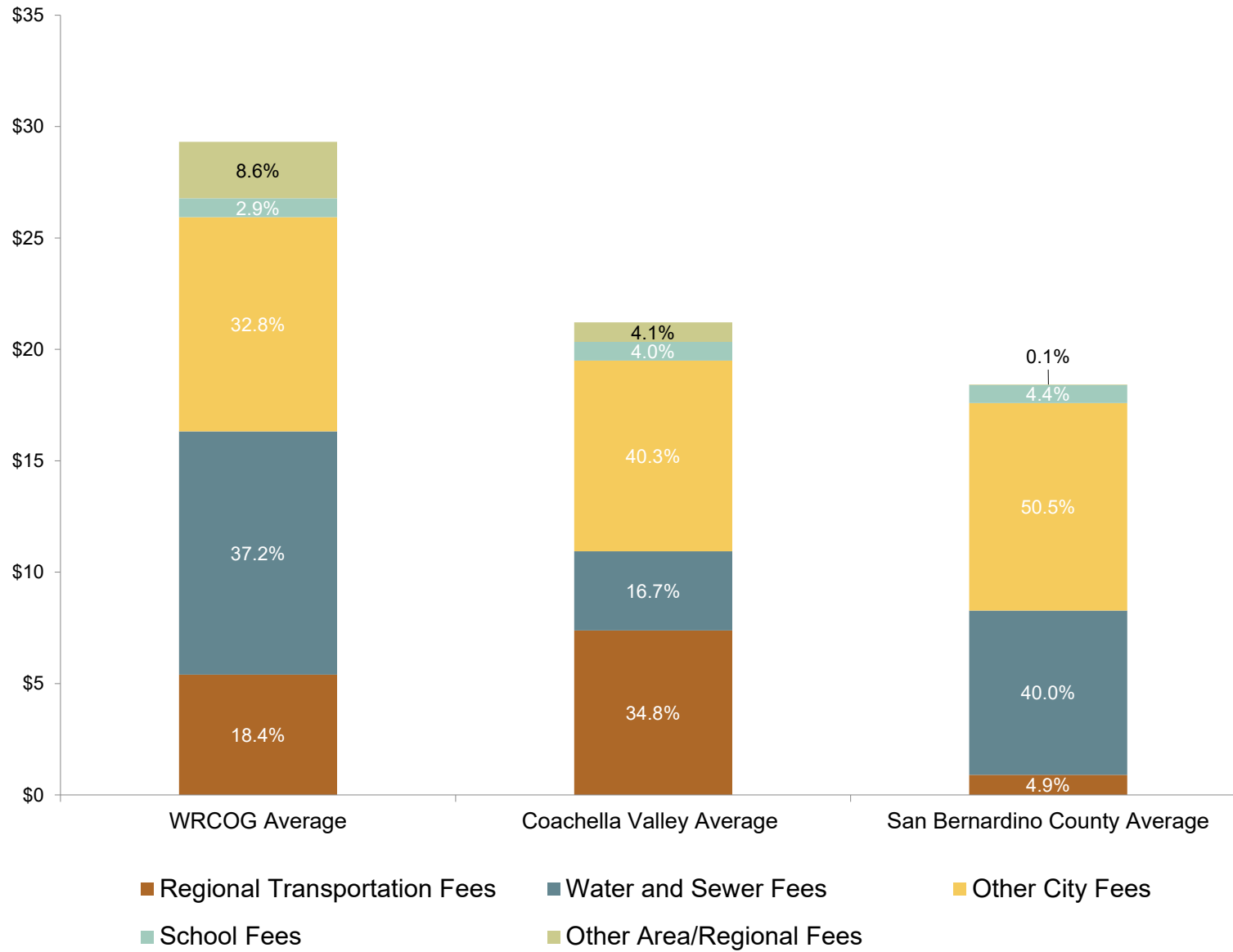
Single Family Prototype Development Impact Fees in Neighboring Jurisdictions



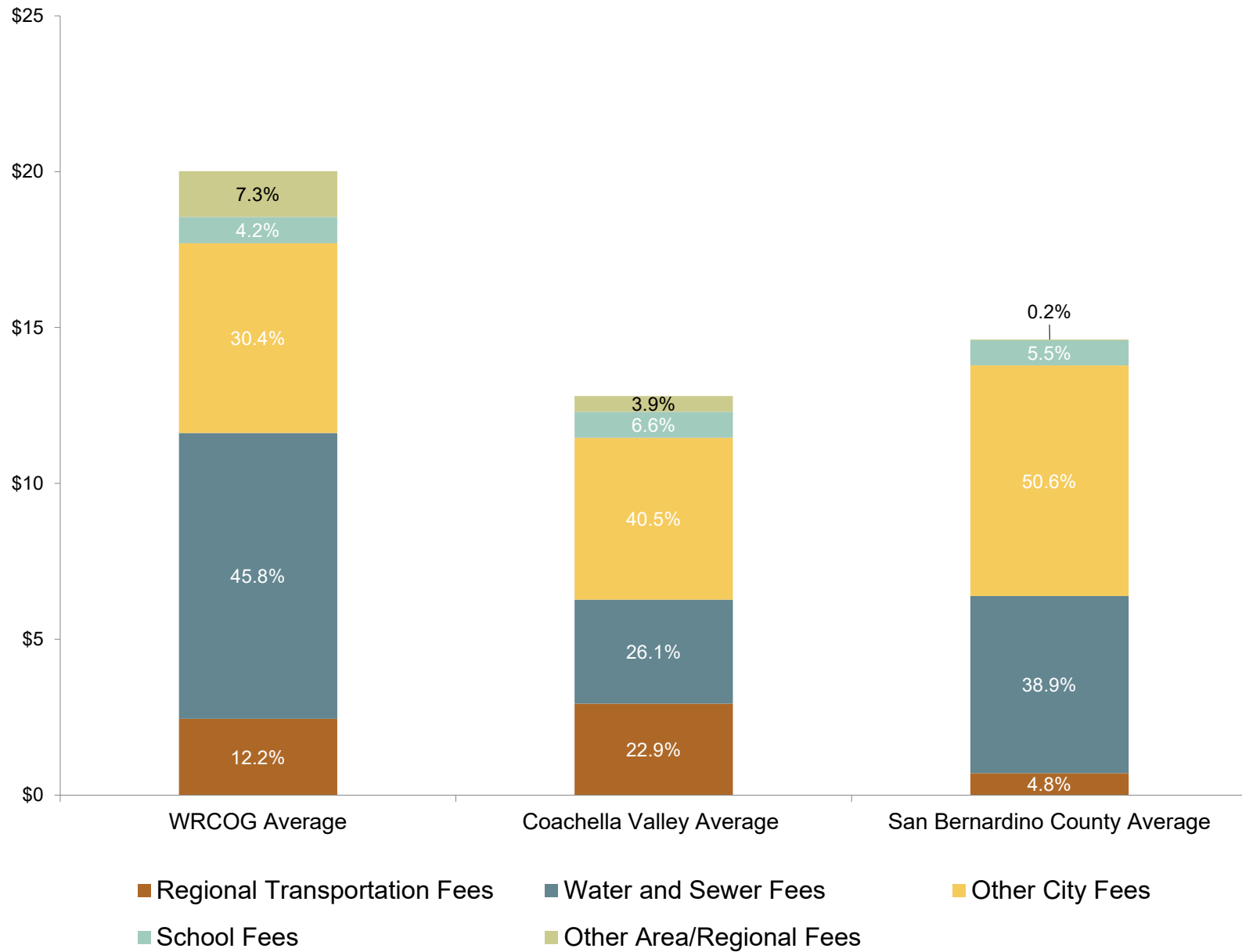
Multifamily Prototype Development Impact Fees in Neighboring Jurisdictions



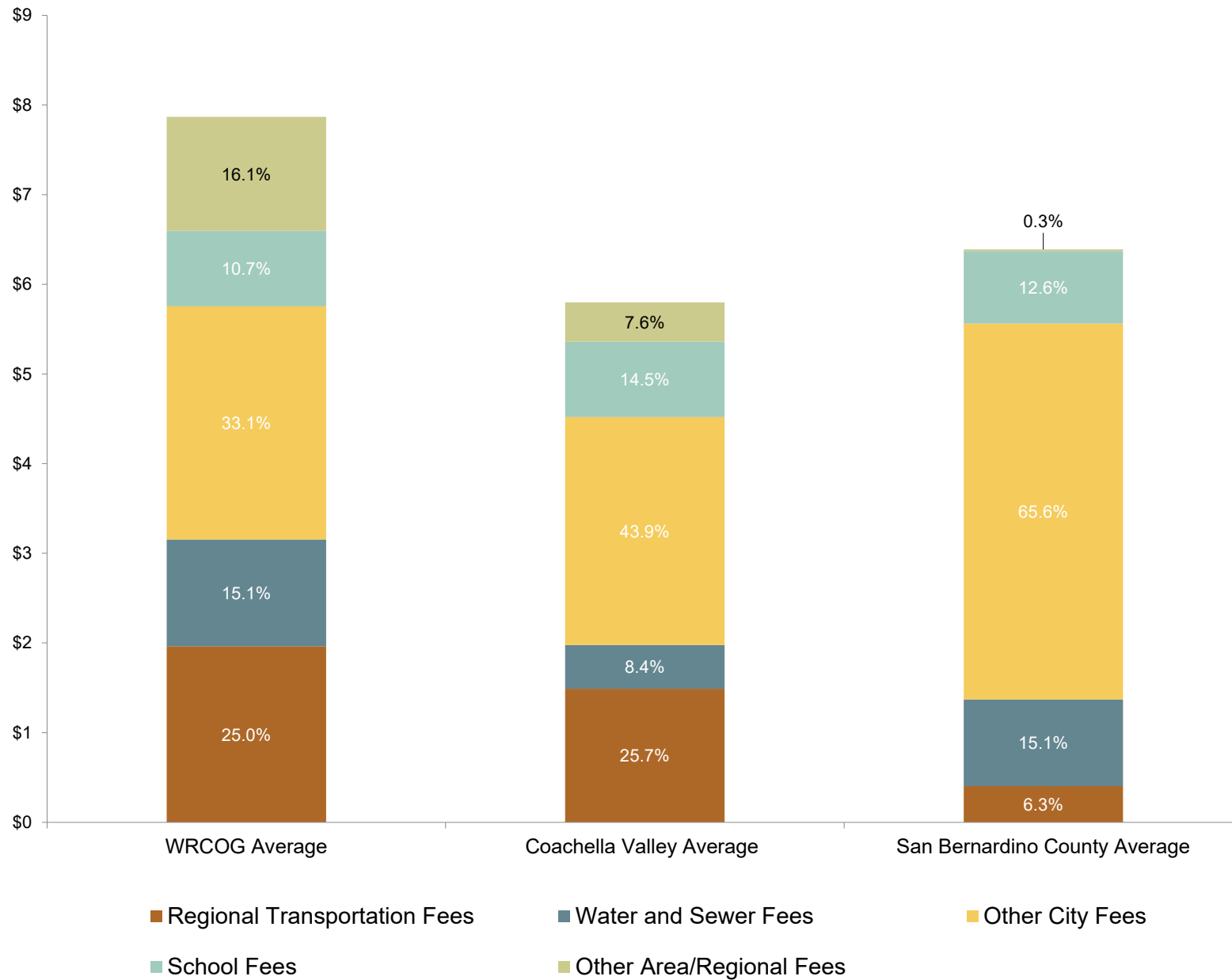
Retail Prototype Development Impact Fees in Neighboring Jurisdictions



Office Prototype Development Impact Fees in Neighboring Jurisdictions



Industrial Prototype Development Impact Fees in Neighboring Jurisdictions



Attachment

Fee Comparison Analysis Draft Report



2025-26 ANALYSIS AND REGIONAL COMPARISON OF DEVELOPMENT IMPACT FEES IN WESTERN RIVERSIDE COUNTY

REPORT

Prepared for:

Western Riverside Council of
Governments (WRCOG)

Prepared by:

Economic & Planning Systems, Inc.

July 20, 2026

EPS #254041

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1. Introduction and Summary of Findings

The Western Riverside Council of Governments (WRCOG) commissioned this Report to support and promote regional understanding of development impact fees on new development in Western Riverside County. More specifically, the purpose of this report is to: (1) indicate the types and relative scale of the development impact fees placed on different land uses within WRCOG member jurisdictions, and (2) indicate the level of fees relative to overall development costs in Western Riverside County. The report is also intended to provide helpful background information on the impact of the regional Transportation Uniform Mitigation Fee (TUMF) by placing the TUMF in the context of the broader development impact fee composition, overall development costs, and other regional dynamics.

This report (the 2025-26 Study) represents an update to the 2022-23 Study, which provided similar information on development impact fees and development costs. Information in this report is primarily based on fee schedules and development cost estimates from 2025-26, while the prior study was primarily based on schedules and estimates from 2022-23.

This report recognizes that there are substantive and ongoing debates about the appropriate levels of development impact fees in regions throughout California and elsewhere in the United States. On the one hand, development impact fees provide revenue to support the construction of critical infrastructure and capital facilities (or in-kind capital facility development) that can unlock development value, generate economic development, and deliver quality of life benefits. On the other hand, these fees act as an additional development cost that can influence development feasibility and potentially impact the pace of new development. Importantly, fee benefits are only realized when development is able to move forward. **Each fee-adopting jurisdiction must weigh the costs and benefits of potential new or increased fee levels in the context of their goals, capital improvement needs, and economic and development dynamics.**

Development impact fees as considered in this report are one-time fees collected for the purposes of funding infrastructure and capital facilities.¹ This report estimates the fee levels for several development prototypes: single-family, multifamily, retail, Class A/B office, and large industrial use types. These prototypes reflect the broad range of land use and development projects in

¹ As used in this report and discussed further below, the phrase “development impact fee” includes all fees adopted pursuant to the Mitigation Fee Act and other monetary exactions due at the time of development. The term “fee,” as used in this report, means “development impact fee.”

Western Riverside County and support comparisons of fees in different jurisdictions.

A summary of key findings is provided below, followed by a description of the organization of this report.

Summary of Findings

FINDING #1: New development in Western Riverside County pays a wide range of one-time infrastructure/capital facilities associated fees with different public agencies.

Development impact fees charged on new development in Western Riverside County help fund the following:

- Water and Sewer Facilities
- School Facilities
- Regional Transportation Infrastructure
- Additional Local Infrastructure/Capital Facilities (local transportation, parks and recreation, public facility, community/civic facilities, and storm drain infrastructure).
- Subregional/Area Fees (habitat mitigation fees, road and bridge district fees, and other area-specific infrastructure/capital facilities fees).

These fees are set/administered by a combination of water districts, school districts, individual cities, the County, the Western Riverside Council of Governments, the Western Riverside County Resource Conservation Authority, and other special districts.

- **Fees for each land use type have increased across the board by an average of 16 and 21.5 percent since the prior 2022-23 Study.** As shown in **Table 1**, estimated fee totals for residential uses now average \$37,429 for multifamily units and \$67,802 for single family units. Estimated average fee totals for nonresidential uses are \$29.31 per square foot for retail projects, \$20.01 per square foot for office projects, and \$7.87 per square foot for industrial projects.

Table 1. Average Total Fee Amounts & Changes since 2022-23 Study by Land Use Type

Land Use	2025-26	2022-23	% Change
Single Family			
Total Fees per Unit	\$67,802	\$57,078	18.8%
Multifamily			
Total Fees per Unit	\$37,429	\$32,099	16.6%
Retail			
Total Fees per SF	\$29.31	\$25.27	16.0%
Office			
Total Fees per SF	\$20.01	\$17.04	17.4%
Industrial			
Total Fees per SF	\$7.87	\$6.48	21.5%

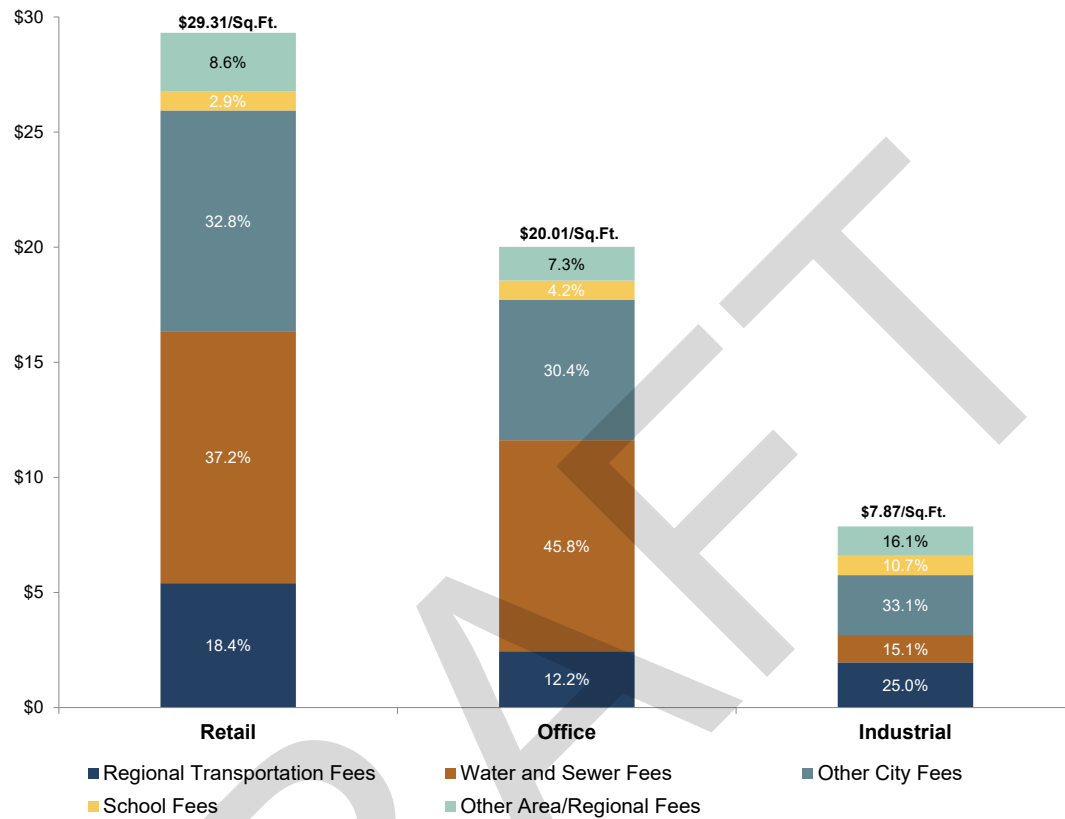
FINDING #2: TUMF represents a modest proportion of total residential development impact fees in Western Riverside County and a more variable proportion of nonresidential development impact fees.

- For residential developments, the TUMF regional transportation fee represents close to 20 percent of total impact fees for both single family and multifamily development. Figure 1 shows the percentage of total fees attributable to various categories, including Regional Transportation Fees (TUMF). Water and Sewer Fees continue to represent the greatest proportion of residential fees, though they have decreased slightly in proportion since the prior 2022-23 study. Other City Fees and School fees continue to make up significant shares of fee totals, while Other Area/Regional Fees make up the smallest proportion.

Figure 1 Average WRCOG Residential Development Impact Fees by Fee Category



- **Regional Transportation Fees (TUMF) as a proportion of total development impact fees vary for nonresidential land uses.** TUMF represents 12.2 percent, 18.4 percent, and 25.0 percent of total fee amounts for office, retail, and industrial, respectively. Overall, Water and Sewer Fees make up the greatest share of retail and office fee totals. For industrial developments, Water and Sewer Fees make up a substantially lower share of the total, and Other City Fees make up the greatest proportion of total fees (**Figure 2**).

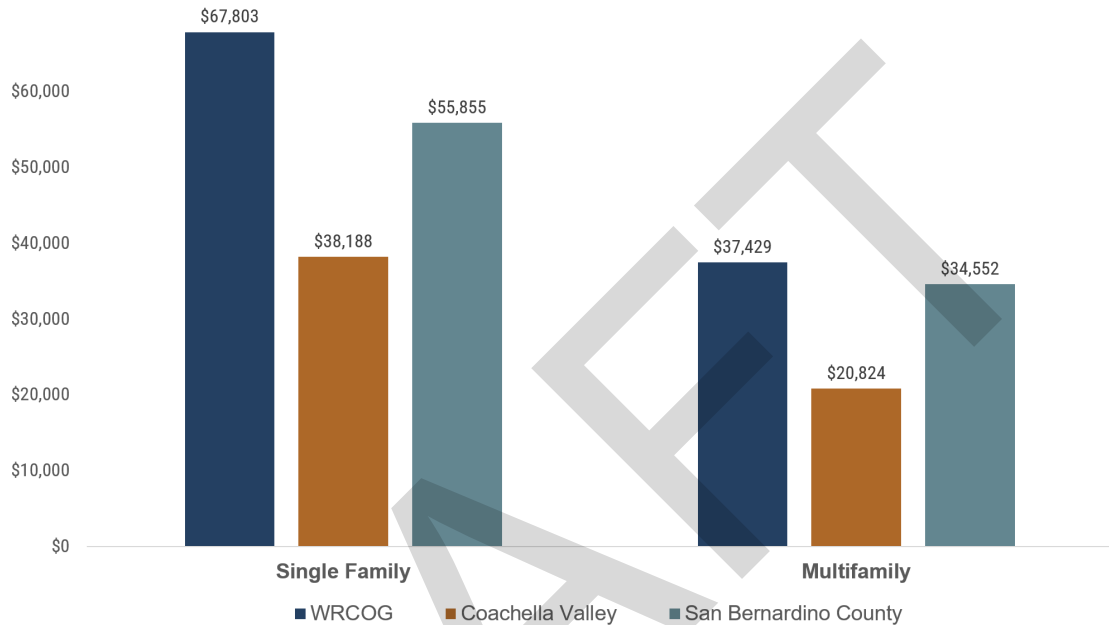
Figure 2. Average WRCOG Nonresidential Development Impact Fees

FINDING #3: Average development impact fees in WRCOG member jurisdictions are generally similar to those in San Bernardino County and higher than those in Coachella Valley. Residential fees in Western Riverside County also appear to be growing faster than in San Bernardino County and Coachella Valley.

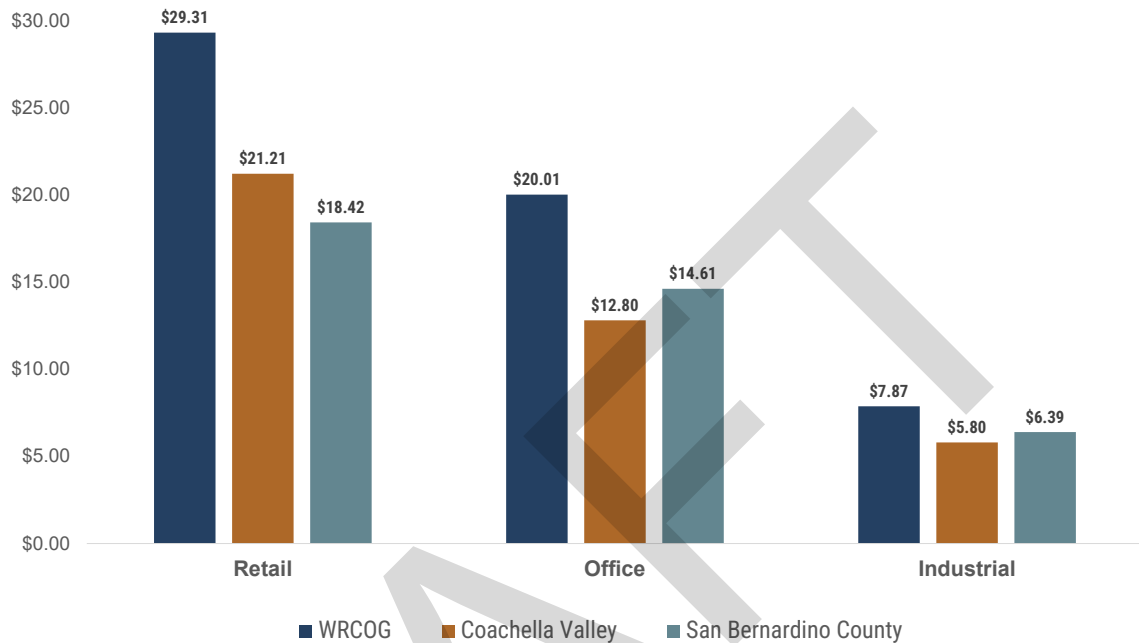
- **Average residential development impact fees for WRCOG jurisdictions are equal to or higher than the average for selected cities in Coachella Valley and San Bernardino County.** Figure 3 below compares average fees in WRCOG with the average of selected San Bernardino County cities (Fontana, Yucaipa, San Bernardino, Ontario, Chino, and Rialto) and Coachella Valley cities (Indio, Palm Desert, and Palm Springs). WRCOG average fees are higher than the San Bernardino County fees for single family development and similar for multifamily development. Coachella Valley has substantially lower fees on both single family and multifamily development.
- **Residential fees in WRCOG appear to be increasing faster than in nearby areas.** The increases of 18.8 percent and 16.4 percent for single family and multifamily development fees (respectively) in WRCOG outpaced the increases

of 3.1 percent and 7.8 percent in San Bernardino, as well as the increases of 6.9 and 7.7 percent in Coachella Valley.

Figure 3. Average Residential Development Impact Fees in Neighboring Jurisdictions



- **Average impact fee totals for nonresidential developments in WRCOG are generally higher than the average impact fee totals of selected cities in Coachella Valley and San Bernardino County.** As seen in **Figure 4** below, comparing average nonresidential development impact fees in WRCOG to selected San Bernardino County cities shows that WRCOG fees are substantially higher for retail, somewhat higher for office development, and slightly higher for industrial development.
- **Nonresidential fees have increased more slowly than in the Coachella Valley.** Within the comparison of neighboring jurisdictions, cities in the Coachella Valley saw average fee totals for nonresidential developments increase the fastest, with 34.8 percent, 31 percent, and 22.9 percent increases for retail, office, and industrial development, respectively. Fee increases in WRCOG were next highest, while average fees in San Bernardino County cities generally did not increase, and even decreased slightly.

Figure 4 Average Nonresidential Development Impact Fees in Neighboring Jurisdictions

FINDING #4: Average impact fee levels among WRCOG member jurisdictions represent between 3.5 percent and 10.6 percent of total development costs, with TUMF as a lower fraction of these proportions.

- **Development impact fees represent between 3.5 percent and 10.6 percent of total development costs for the prototype projects.** As shown in Table 2 below, development impact fees represent 10.6 percent of total development costs for the prototype single family development and 7.7 percent of total costs for the prototype multifamily development. Nonresidential development impact fees are lower as a percent of total development costs at 7 percent of total costs for retail development and 4.6 percent for office development. For industrial development, the fee share is slightly lower, at 3.5 percent of total costs.
- **TUMF represents between 0.6 percent and 1.9 percent of total development costs/returns for the prototype feasible projects.** While changes in the TUMF can add or subtract from total development costs, it would take a substantial change to increase/decrease overall development costs/returns by more than 1 percent. As a proportion of overall development costs, TUMF represents an estimated 1.9 percent for a single family project and 1.6 percent for a multifamily project. For nonresidential uses, TUMF represents 0.6 percent of total development costs for office development, 1.0 percent for industrial development, and 1.8 percent for retail development. TUMF represents

between 12.2 percent and 25.0 percent of total development impact fees with the highest ratios for retail and industrial development and lowest for office development, as seen previously in **Figure 2**.

Table 2. Development Impact Fees as % of Total Developments Costs*

Development Impact Fees	Single Family	Multifamily	Industrial	Retail	Office
TUMF	1.9%	1.6%	1.0%	1.8%	0.6%
Other Development Impact Fees	<u>8.7%</u>	<u>6.1%</u>	<u>2.5%</u>	<u>5.2%</u>	<u>4.1%</u>
Total Development Fees	10.6%	7.7%	3.5%	7.0%	4.6%

*Totals may not sum due to rounding.

Organization of Report

After this initial chapter, this report is divided into three other chapters and several appendices. **Chapter 2** describes the definitions, methodology, and results of the fee review and comparison for WRCOG and non-WRCOG jurisdictions. **Chapter 3** describes the TUMF and other development impact fees as components of overall estimated development costs and returns for each development prototypes evaluated. Finally, **Chapter 4** provides a brief conclusion on the purposes and goals of this and other development impact fee comparison studies.

The appendices provide a substantial amount of additional supporting detail and information, including:

- **APPENDIX A** provides detailed information on the Development Prototypes.
- **APPENDIX B** provides information on assumptions around location and corresponding service provider (e.g., water district, school district) assignments within each jurisdiction.
- **APPENDIX C** provides fee comparison summaries and detailed fee estimation information for each WRCOG jurisdiction/area and each land use category.

2. Development Impact Fee Review and Comparison

To accomplish the study purpose outlined in **Chapter 1**, development impact fees were estimated for each WRCOG jurisdictions as well as for selected neighboring jurisdictions in Coachella Valley and San Bernardino County. This required detailed research into fee schedules and calculation methodologies for each of these jurisdictions and associated service providers.

All the development impact fee estimates shown are based on fee schedules and information available at the time the research was conducted, primarily during the fall and winter of 2025. EPS attempted to use the most current and up-to-date fee information to enhance comparability and create a representation of fee levels at a single moment in time. However, limited online availability of complete fee information in some jurisdictions and annual fee program updates scheduled for early 2026 in several jurisdictions added an additional challenge in pinpointing fees at a given moment in time. While every effort was made to ensure that fees are updated and comparable, the final estimates should be considered as planning-level approximations. The actual fees due for a particular project will depend on the specifications of the individual project and the fee schedule at the time of project application.

The first section below provides some key definitions. The subsequent section provides a detailed description of the fee research methodology. The final section provides findings concerning development impacts fees in WRCOG member jurisdictions and other jurisdictions studied. In general, the definitions and approach in this study are consistent with those in prior studies, including the 2022-23 Study, to maintain consistency. In some situations, as noted below, refinements were necessary; for example, some water districts provided new guidance on the water meter assumptions to be used in fee calculations.

Study Definition

Development impact fees have become an increasingly used mechanism among California jurisdictions to require new development to fund the demands it places on local and regional infrastructure and capital facilities. As noted, this report defines development impact fees as one-time fees collected for the purposes of funding infrastructure and capital facilities. This includes fees for the funding of a broad range of capital improvements, including water, sewer, storm drain, transportation, parks and recreation, public safety, and many other types of civic/community facilities. Almost all these fees are adopted under or consistent with the Mitigation Fee Act, though the analysis also includes other one-time

capital facilities fees, such as parkland in-lieu fees under the Quimby Act and one-time charges through Benefit Assessment Districts.

This report does not include estimates of other types of fees charged by cities including permitting, planning, and processing fees that are charged on new development, and that do not fund capital facilities/infrastructure. These fees are typically intended to recover a jurisdiction's costs associated with some sort of review or administrative service provided and are typically more modest charges relative to development impact fees (previous studies have found them to be in the 5 to 15 percent range of development impact fees, and between 1 and 2 percent of total development costs).

Some typical fee types that fall in this category of permitting, planning, and processing fees and that are standard across most development projects include:

- **Building Permit Fee** – This fee is charged in various ways. Jurisdictions charge based on development size, development valuation, or flat fee.
- **Plan Check Fee** – This fee is charged in various ways. Jurisdictions charge based on development size, development valuation, flat fee, percentage of the Building Permit Fee, or an hourly charge.
- **California Building Standards Commission Fee** – This fee is calculated by charging \$1 per \$25,000 of a development's valuation.
- **Strong Motion Instrumentation Program Fee** – This fee is calculated by charging \$13 per \$100,000 of a development's valuation for residential construction under three stories, or \$28 per \$100,000 for all other development types.
- **Technology Surcharge** – This fee is charged differently by jurisdiction. Some jurisdictions charge based on the development's valuation and area, while other jurisdictions choose to charge this as a percentage of the Building Permit Fee.

Many other fee types exist that are project-dependent and may be related to: inspections, tentative tract/parcel maps, conditional use permits, plan amendments, annexations, and a wide variety of minor permits. These are typically charged through some combination of flat fee, deposit, and/or actual hourly costs incurred by planning or building department staffs.

Methodology

To provide a fee comparison that can best serve as an “apples-to-apples” comparison, WRCGOG staff and EPS identified the following parameters that guide the study:

- Jurisdictions to be studied
- Land uses to be evaluated and associated development prototypes

- Selection of service providers where there are multiple service providers in the same jurisdiction
- Categorization of the various types of development impact fees

This section describes these study parameters as well as the process of review with the jurisdictions/relevant service providers.

Selection of Jurisdictions for Prototype Analysis

Jurisdictions selected for this analysis include all eighteen (18) WRCOG member cities. WRCOG staff and the EPS also identified three additional unincorporated areas to study, the March JPA, Temescal Valley, and Winchester, all locations where substantial growth is occurring and/or planned within the WRCOG region.

For the comparison of WRCOG jurisdictions to neighboring/peer areas, additional jurisdictions were selected in the Coachella Valley area of eastern Riverside County and in nearby areas of San Bernardino County most expected to compete for development with neighboring WRCOG jurisdictions. The selected comparison jurisdictions remain the same as in the 2022-23 Study.

Fees were estimated for the prototypes in each land use category for each city within the WRCOG, for the three unincorporated areas, and for the comparison jurisdictions. Wherever possible, this analysis sought to use the same jurisdictional assumptions as in prior studies. Where cities or unincorporated areas are served by multiple school districts, utility districts, and other subdistricts or assessment zones, assumptions were made around subarea locations, as discussed later in this Chapter.

Table 3 shows the cities/communities evaluated, including the twenty-one (21) WRCOG cities/communities and the nine (9) non-WRCOG comparison communities.

Table 3. Jurisdictions Included in Fee Study

WRCOG Jurisdictions		Coachella Valley	San Bernardino County
Banning	Murrieta	Indio	Fontana
Beaumont	Norco	Palm Desert	Yucaipa
Calimesa	Perris	Palm Springs	San Bernardino
Canyon Lake	Riverside		Ontario
Corona	San Jacinto		Chino
Eastvale	Temecula		Rialto
Hemet	Wildomar		
Jurupa Valley	Temescal Valley		
Lake Elsinore	Winchester		
Menifee	March JPA		
Moreno Valley			

Land Uses and Development Prototypes

Land Uses

Development impact fees are levied on a variety of residential and nonresidential land uses with variations for different uses and certain product types often built into the fee programs.

For the purposes of this study, five (5) common land use types that reflect typical development projects and are consistent with prior studies were selected: single family residential, multifamily residential, retail, office, and “high-cube” industrial.²

Development Prototype Selections

Within each of the five (5) general land use types selected, this study identifies a detailed development prototype meant to represent a typical development that may occur anywhere within the WRCOG region. The characteristics of each prototype allow for the calculation of estimated development impact fees for each jurisdiction. Utilizing the same prototypes across all jurisdictions ensures that the fee comparison is “apples-to-apples”.

As a starting point, this study utilized the development prototypes used in the 2022-23 Study for each of the five land uses. EPS then compared the prototypes against development trend data from Redfin and Costar for single family, multifamily, office, retail, and industrial developments built between 2020 and 2050 throughout western Riverside County. Specifically, EPS focused on evaluating whether the prototypes still reflect recent data on median building/home size and lot size for each of the land use types. The review revealed that there have been only minor changes in average development project sizes since the 2022-23 Study, and EPS determined that the land use prototypes could be held constant, as they continue to reflect the characteristics of typical projects in the region.

The largest changes in development size, though still modest, were noted in industrial development, with average (mean) rentable building area (RBA) decreasing from 188,000 square feet to 167,000 square feet and average land area decreasing from 12.7 to 9.24 acres. However, while this decrease reflects a decrease in the quantity of larger projects, many projects of similar size and characteristics to the prototype continue to be developed in the area. The prototypes are summarized below along with images that represent example projects with matching characteristics.

² “High Cube” is defined as warehouses/distribution centers with a minimum gross floor area of 200,000 sq. ft., minimum ceiling height of 24 feet, and minimum dock-high door loading ratio of 1 door per 10,000 sq. ft.

Single Family Residential Development

50-unit residential subdivision; 2,700 square foot homes; 7,200 square foot lots



Example Prototype Single family Home, City of Riverside

Multifamily Residential Development

200-unit market-rate apartment building; 260,000 gross square feet



Example Prototype Multi-Family Development, City of Murrieta

Retail Development

10,000-gross-square-foot retail building



Office Development

20,000-gross-square-foot, Class A or Class B office building



Industrial Development

265,000-gross-square-foot, high-cube industrial building³



Example Prototype Industrial Development, City of Perris

In addition to building size, several other development characteristics can affect development impact fees, such as the number and size of water meters that are used in calculating many water facilities fees. Other fees are tied to the gross site or lot area. EPS utilized a set of additional development prototypes assumptions detailed in **Appendix A**.

In general, and wherever possible, these assumptions were kept consistent with those used in the 2022-23 Study to improve comparability. The assumptions were initially developed based on a review of equivalent assumptions used in other regional fee studies (e.g., in the San Joaquin Valley and the Sacramento Valley) and refined through feedback from Western Riverside County service providers. In a few cases, fee calculation formulas have required additional assumptions, such as estimates of water/sewage flow rates, which are specific to and have been provided by each service provider.

In the few cases where assumptions differed from 2022-23, the changes were primarily due to service providers providing updated guidance, such as recommended assumptions for typical water meter size associated with certain types of development. In certain cases, this has led to small deviations from listed prototype assumptions being used for fee calculation. For example, Jurupa Community Services District and Yucaipa Valley Water District (JCSD and YVWD) typically permit new single family homes with $\frac{3}{4}$ " water pipes, which is slightly smaller than the prototype assumption of a 1" pipe. The smaller pipe size was used for fee estimation because JCSD and YVMD have indicated that $\frac{3}{4}$ " is more

³ "High-cube" is defined as warehouses/distribution centers with a minimum gross floor area of 200,000 sq. ft., minimum ceiling height of 24 feet, and minimum dock-high door loading ratio of 1 door per 10,000 sq. ft.

representative of a typical development in their districts, and developers are unlikely to use larger 1" pipes due to much higher associated fee levels.

Subarea Location Assumptions

In some cities, there are multiple service providers providing the same type of facilities in different parts of the city. For example, some cities are served by two or more distinct school districts, and many cities are served by two or more water and/or sewer districts. Therefore, an assumption around location within a subarea or zone associated with a given service provider had to be made in order to calculate each fee estimate. These assumptions were kept consistent with those used in prior studies and were developed based on the following factors:

- Suggestions from the City.
- Commonality of service provider between multiple cities; for example, Eastern Municipal Water District serves many cities.
- Scale/nature of service areas was also considered; for example, in some cases the majority of a City was served by one service provider and/or the majority of the growth areas were served by a particular service provider.
- In some cases, there was one service provider – e.g., the City – with different fees by City subarea (e.g., storm drain). In these cases, an effort was made to select the area expected to see the most growth based on discussions with City and WRCOG staff.
- In other cases, area-specific one-time fees/assessments/special taxes were in place to cover the costs of capital facilities in a new growth area. Where substantial in scale, these areas and the associated area fees were used in the fee comparison.

The location and corresponding service provider assignment assumptions are shown in **Appendix B**.

Fee Types and Categories

The primary focus of the fee research is to develop estimates of existing development impact fees charged on new development in the selected jurisdictions. While some fees are highly uniform, such as school district fees, there is substantial variation in the naming and types of facilities included in other development impact fees. This fee review organized the full set of fees in a normalized set of categories to allow for easy comparison. The key fee categories are as follows, which are consistent with the prior studies:

- **Regional Transportation Fees.** This category includes the respective TUMFs in Western Riverside County and Coachella Valley. TUMF in Western Riverside County is charged by WRCOG directly on the following bases:
 - **Single Family Residential Development** - Per unit basis with different fee levels based on unit size.
 - **Multifamily Residential Development** - Per unit basis.
 - **Retail Development** - Per gross building square foot basis. There is no fee on the first 3,000 square feet of a retail development.
 - **Industrial Development** - Per gross building square foot basis. The industrial fee includes a base fee on square footage up to 200,000 square feet and then, where the building meets the definition of a high-cube building⁴, an effective discount of 48 percent in the base fee for all additional development above 200,000 square feet.
 - **Office Development** - Per gross building square foot basis.

This category also includes regional transportation impact fees in other subregions/jurisdictions where they are clearly called out. In San Bernardino County, cities are similarly required to contribute towards regional transportation funding, but not all of them distinguish between local and regional fees, in which case all transportation fees fall under the “Other City Fees” category.

- **Water and Sewer Fees.** All development locations studied were subject to some form of water and sewer development impact fees, whether a connection or capacity related charge, and these are combined into one category. These are typically collected either by a city or directly by a service provider.
- **Other City Fees.** Beyond water/sewer fees (which are sometimes charged or collected by cities), jurisdictions frequently adopt various additional citywide (or countywide) fees used to fund various capital facilities. This category captures a wide variety of fees including: local transportation fees, parks and recreation facilities fees, Quimby Act in-lieu parkland fees, storm drain fees, public safety facilities fees, other civic/community facilities fees, and, on occasion, affordable housing, or public art in-lieu fees.
- **School Fees.** School facilities fees are more restrictively governed by State law and therefore show more consistency between jurisdictions than most other fees. Under State law, School Districts can charge specified Level 1 development impact fees by preparing a justification report, similar to a nexus

⁴ High-cube is defined as warehouses/distribution centers with a minimum gross floor area of 200,000 sq. ft., minimum ceiling height of 24 feet, and minimum dock-high door loading ratio of 1 door per 10,000 sq. ft.

study. If School Districts identify and estimate greater required capital improvement costs through a School Facilities Needs Analysis (SFNA), higher Level 2 fees can be charged to fund up to 50 percent of the School District's capital improvement costs. An SFNA is only valid for one year at a time, and only three school districts serving WRCOG jurisdictions charged Level 2 fees at the time of this study.

- **Other Area/Regional Fees.** A final category was developed to capture other fees not included in the above categories, typically other sub-regional fees or area-specific fees. For example, this category includes the Western Riverside County Multiple Species Habitat Conservation Plan mitigation fee, various Road and Bridge Benefit Districts (RBBD) fees, as well as other district-based charges/fees for infrastructure/capital facilities applied in particular growth areas.

Fee Estimation and Review Process

For WRCOG member jurisdictions, EPS worked with WRCOG staff to complete the following data collection and review process to come up with each fee estimate:

- Confirm base assumptions including development prototype characteristics and set of service providers
- Use online sources to obtain development impact fee schedules from each jurisdiction or service provider
- Identify and list development impact fees charged in jurisdiction and/or for each service provider
- Where fee schedule provided insufficient information, review available mitigation fee nexus studies, ordinances, or resolutions, as applicable
- Where sufficient data was not available or incomplete, contact City, County, or other service provider to obtain/confirm appropriate fee schedules
- Develop initial estimates of each development impact fee for each development prototype
- Review estimates in comparison with 2022-23 fee amounts to identify unusual or unexpected discrepancies or large changes in fee levels
- Compile summary tables showing initial fee estimates and share with representatives of each jurisdiction and/or relevant service providers (e.g., Eastern Municipal Water District)
- Receive feedback, corrections, and refinements (and in some cases actual fee calculations)

- Refine fee estimates based on feedback and confirm changes with jurisdictions

For non-WRCOG jurisdictions, the process followed was largely the same, except that fee estimate information was not reviewed by jurisdiction representatives.

DRAFT

Findings from WRCOG Member Jurisdiction Fee Review

General findings from fee research for the WRCOG region are summarized below.

On average, WRCOG TUMF residential fees represent close to 20 percent of total development impact fees for both single family and multifamily development. Regional Transportation Fees (or TUMF) for both single family TUMF and multifamily TUMF represent around 20 percent of the respective average total development impact fees, with the percentage for single family development being slightly lower at 18.3 percent compared with 20.9 percent for multifamily development. However, within individual jurisdictions, fee totals vary widely – from \$48,785 per unit to \$98,642 per unit for single family development and from \$25,033 per unit to \$45,806 per unit for multifamily development – and TUMF, which is the same across jurisdictions, therefore varies as a percent of total fees from 12.6 percent to 25.4 percent for single family development and 17.1 percent to 31.2 percent for multifamily development (see **Table 4**, and **Figure 5**). Nominal average fee totals by fee category are shown in **Table 5**.

Table 4. TUMF as a Proportion of Total Fees

Item	Average	Range	
		Low	High
Single Family			
Total Fees per Unit	\$67,803	\$48,785	\$98,642
TUMF as a % of Total Fees	18.3%	25.4%	12.6%
Multifamily			
Total Fees per Unit	\$37,429	\$25,033	\$45,806
TUMF as a % of Total Fees	20.9%	31.2%	17.1%
Industrial			
Total Fees per SF	\$7.87	\$5.17	\$13.08
TUMF as a % of Total Fees	29.6%	45.1%	17.8%
Retail			
Total Fees per SF	\$29.31	\$16.31	\$56.57
TUMF as a % of Total Fees	26.3%	47.3%	13.6%
Office			
Total Fees per SF	\$20.01	\$9.42	\$33.63
TUMF as a % of Total Fees	12.2%	26.0%	7.3%

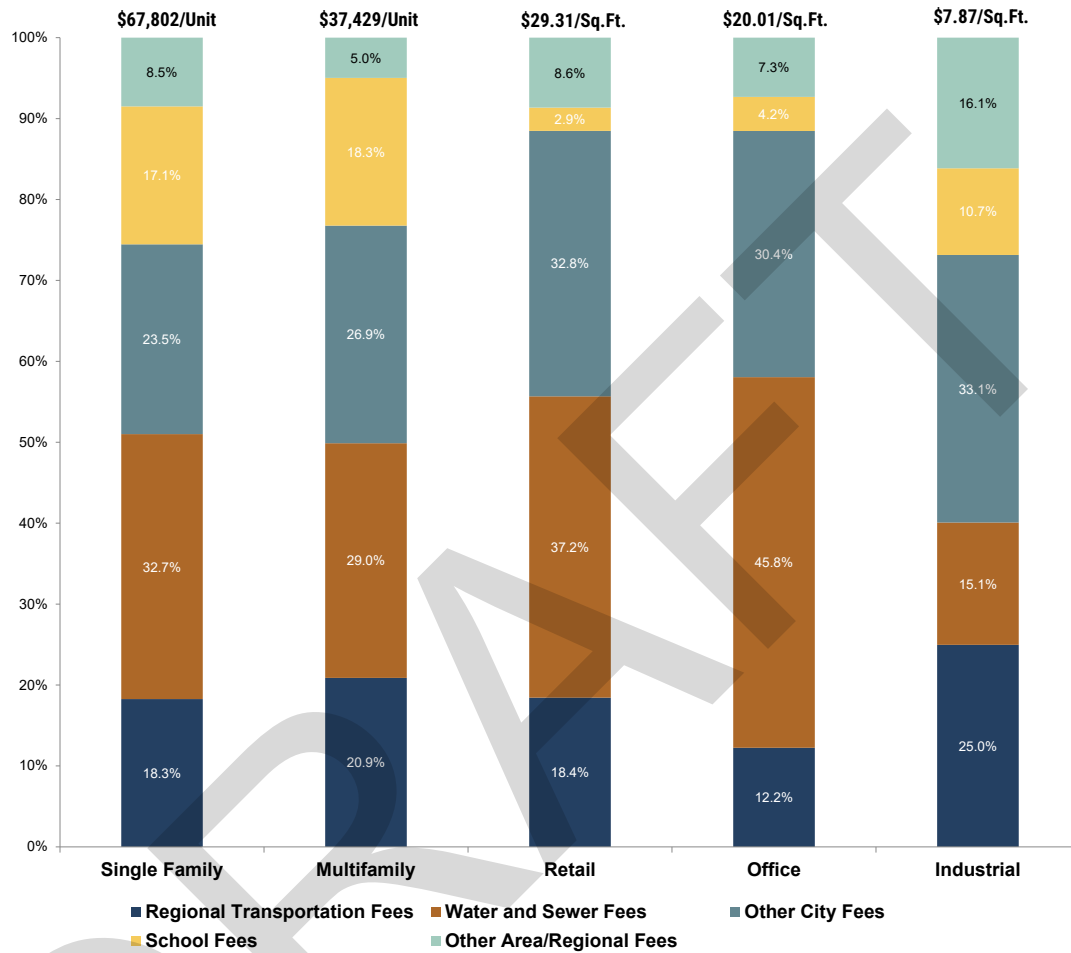
* Average and ranges as shown encompass 21 jurisdiction, including 18 cities and the incorporated areas of Temescal Valley, Winchester, and March JPA.

On average, WRCOG TUMF nonresidential fees show more variation in level and proportion of overall development impact fees (between 7 percent and 48 percent) than for the residential fee categories. Average total retail fees are about \$29 per square foot, of which Regional Transportation Fees represent 26 percent. Due to the variation in the total fees on retail development among jurisdictions (from \$16.31 to \$56.57 per square foot), TUMF as a percent of total fees ranges from 13.6 percent to 47.3 percent. Average total industrial fees are substantially lower at \$7.87 per square foot with a range from \$5.17 per square foot to \$13.08 per square foot. TUMF represents about 30 percent of the average total industrial fees, with a range from 17.8 percent to 45.1 percent. Total fees on office development fall in between the retail and industrial fees at an average of \$20.01 per square foot and a range from \$9.42 to \$33.63 per square foot. The TUMF fee represents a relatively low 12.2 percent of average overall fees on office development with a range from 7.3 percent to 26 percent (see Table 4, Table 5, and Figure 5).

Nonresidential development impact fees show more variation in terms of the distribution between fee categories. Retail fees are dominated by Water and Sewer Fees (37.3 percent) as well as Other City Fees (32.8 percent). Office fees follow a similar pattern with Water and Sewer Fees at 45.8 percent of the total followed by Other City Fees at 30.4 percent. Fees for industrial buildings, which are typically less intensive water users, are lower overall and more dominated on a proportionate basis by Other City Fees (33 percent) and Regional Transportation Fees (24.9 percent) (see Table 5 and Figure 5).

Table 5. Average Development Impact Fee Costs by Category in WRCOG Region

Fee	Single Family (per Unit)	Multifamily (per Unit)	Industrial (per Sq.Ft)	Retail (per Sq.Ft)	Office (per Sq.Ft)
Regional Transportation Fees	\$12,380	\$7,816	\$1.96	\$5.40	\$2.45
Water and Sewer Fees	\$22,204	\$10,856	\$1.19	\$10.92	\$9.17
Other City Fees	\$15,902	\$10,063	\$2.60	\$9.62	\$6.09
School Fees	\$11,563	\$6,832	\$0.84	\$0.84	\$0.84
Other Area/Regional Fees	<u>\$5,754</u>	<u>\$1,862</u>	<u>\$1.27</u>	<u>\$2.53</u>	<u>\$1.46</u>
Total Fees	\$67,802	\$37,429	\$7.87	\$29.31	\$20.01

Figure 5. Average Development Impact Fee Costs in WRCOG Jurisdictions

Unincorporated jurisdictions have slightly lower total fees as compared to the average for all WRCOG study jurisdictions. For single family and multifamily residential uses, total fees for the unincorporated study areas were 80 percent and 86 percent, respectively, of the WRCOG average total fee amount for residential uses, as shown in **Table 6**. For nonresidential uses, total fees for unincorporated study areas were between 67 and 70 percent of the WRCOG average for nonresidential uses. Across land use types, this difference can be primarily attributed to fewer fees in the Other City/(County) Fees category.

Table 6. Unincorporated Jurisdictions/March JPA and Total Jurisdictions Comparisons

Item	Single Family (per Unit)	Multifamily (per Unit)	Industrial (per Sq.Ft)	Retail (per Sq.Ft)	Office (per Sq.Ft)
Unincorporated Jurisdictions and March JPA	\$54,237	\$32,263	\$5.43	\$19.65	\$14.05
Total Jurisdictions	\$67,802	\$37,429	\$7.87	\$29.31	\$20.01
Unincorporated Jurisdictions and March JPA / Total Jurisdiction	80%	86%	69%	67%	70%

Fee Level Changes since 2022-23 Study

Table 7 through Table 11 provide additional detail on the changes in fee levels by fee category.

Table 7. Single Family 2022-23 Fee Comparison

Single Family	2022	Average Fee Per Dwelling Unit		
		2025	\$ Change	% Change
Regional Transportation Fees	\$10,104	\$12,380	\$2,276	22.5%
Water and Sewer Fees	\$20,772	\$22,204	\$1,432	6.9%
Other City Fees	\$12,075	\$15,902	\$3,827	31.7%
School Fees	\$9,275	\$11,563	\$2,288	24.7%
Other Area/Regional Fees	\$4,853	\$5,754	\$901	18.6%
Total Fees	\$57,079	\$67,803	\$10,724	18.8%

Table 8. Multifamily 2022-23 Fee Comparison

Multifamily	2022	Average Fee Per Dwelling Unit		
		2025	\$ Change	% Change
Regional Transportation Fees	\$6,580	\$7,816	\$1,236	18.8%
Water and Sewer Fees	\$10,012	\$10,856	\$844	8.4%
Other City Fees	\$8,608	\$10,063	\$1,455	16.9%
School Fees	\$5,480	\$6,832	\$1,352	24.7%
Other Area/Regional Fees	\$1,418	\$1,862	\$444	31.3%
Total Fees	\$32,098	\$37,429	\$5,331	16.6%

Table 9. Retail 2022-23 Fee Comparison

Retail	2022	Average Fee Per Square Foot		
		2025	\$ Change	% Change
Regional Transportation Fees	\$5.40	\$5.40	\$0.00	0.0%
Water and Sewer Fees	\$10.31	\$10.92	\$0.61	5.9%
Other City Fees	\$6.66	\$9.62	\$2.95	44.4%
School Fees	\$0.66	\$0.84	\$0.18	27.0%
Other Area/Regional Fees	\$2.23	\$2.53	\$0.30	13.6%
Total Fees	\$25.27	\$29.31	\$4.04	16.0%

Table 10. Office 2022-23 Fee Comparison

Office	2022	Average Fee Per Square Foot		
		2025	\$ Change	% Change
Regional Transportation Fees	\$2.45	\$2.45	\$0.00	0.0%
Water and Sewer Fees	\$8.19	\$9.17	\$0.98	12.0%
Other City Fees	\$4.47	\$6.09	\$1.62	36.3%
School Fees	\$0.66	\$0.84	\$0.18	27.0%
Other Area/Regional Fees	\$1.27	\$1.46	\$0.19	14.9%
Total Fees	\$17.04	\$20.01	\$2.97	17.4%

Table 11. Industrial 2022-23 Fee Comparison

Industrial	2022	Average Fee Per Square Foot		
		2025	\$ Change	% Change
Regional Transportation Fees	\$1.57	\$1.96	\$0.40	25.3%
Water and Sewer Fees	\$0.99	\$1.19	\$0.20	20.5%
Other City Fees	\$2.15	\$2.60	\$0.45	21.0%
School Fees	\$0.66	\$0.84	\$0.18	27.0%
Other Area/Regional Fees	\$1.11	\$1.27	\$0.16	14.8%
Total Fees	\$6.48	\$7.87	\$1.39	21.5%

Findings from Fee Comparison with Non-WRCOG Jurisdictions

Figure 6 through **Figure 10** compare the average overall WRCOG development impact fees (and their proportionate distributions between the five major fee categories) with other cities/groups of cities for all five land uses/development prototypes studied. The comparative cities/subregions include selected jurisdictions in the Coachella Valley and San Bernardino County.

Average development impact fees for WRCOG jurisdictions are generally similar to the average of selected San Bernardino County cities. When compared with the average of selected San Bernardino County cities (Fontana, Yucaipa, San Bernardino, Ontario, Chino, and Rialto), the WRCOG average is higher for all land uses, though most similar for multifamily developments. New development in San Bernardino County cities is required to make payments towards regional transportation infrastructure, though the distinction between the regional and local transportation fees is often unclear. Overall, the combination of Regional Transportation Fees, Other City Fees, and Area/Other Regional Fees is lower in San Bernardino County than in Riverside County for all land uses.

The average development impact fees for selected Coachella Valley cities are lower than the WRCOG averages for all land uses. The average for selected Coachella Valley cities (Indio, Palm Desert, and Palm Springs) is substantially lower for single family, multifamily, office, and retail development, and modestly lower industrial development. In the case of residential uses, this is primarily due to lower Regional Transportation Fees and Other City Fees. For nonresidential uses, this is more generally attributable to lower Water and Sewer Fees and lower Other Area/Regional Fees.

Residential fees in Western Riverside County also appear to be growing faster than in San Bernardino County and Coachella Valley. The increases of 18.8 percent and 16.6 percent for single family and multifamily development fees (respectively) in WRCOG outpaced the increases of 3.1 percent and 7.8 percent in San Bernardino, as well as the increases of 6.9 percent and 7.7 percent in Coachella Valley.

Nonresidential fees have increased more slowly than in the Coachella Valley. Within the comparison of neighboring jurisdictions, cities in the Coachella Valley saw average fee totals for nonresidential developments increase the fastest, with 34.8 percent, 31 percent, and 22.9 percent increases for retail, office, and industrial development, respectively. Fee increases in WRCOG were next highest, while average fees in San Bernardino County cities generally did not increase, and even decreased slightly.

Figure 6. Average Single Family Development Impact Fee Costs and Proportions in Neighboring Jurisdictions

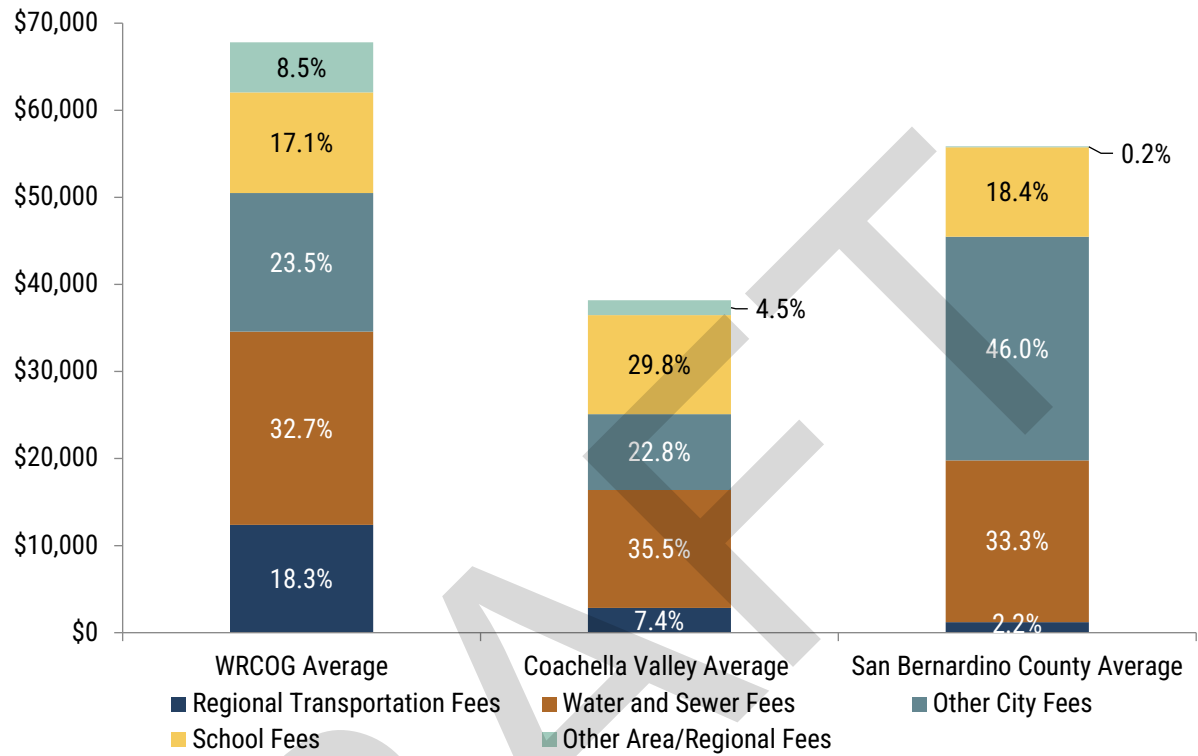


Figure 7. Average Multifamily Development Impact Fee Costs and Proportions in Neighboring Jurisdictions

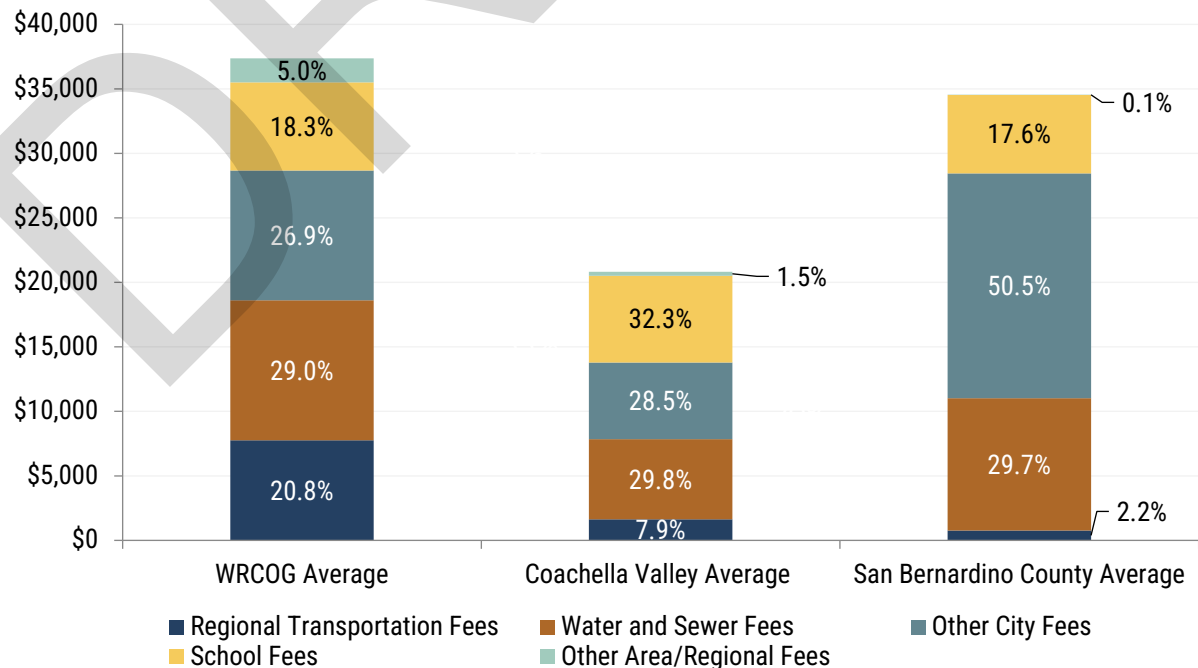


Figure 8. Average Retail Development Impact Fee Costs and Proportions in Neighboring Jurisdictions

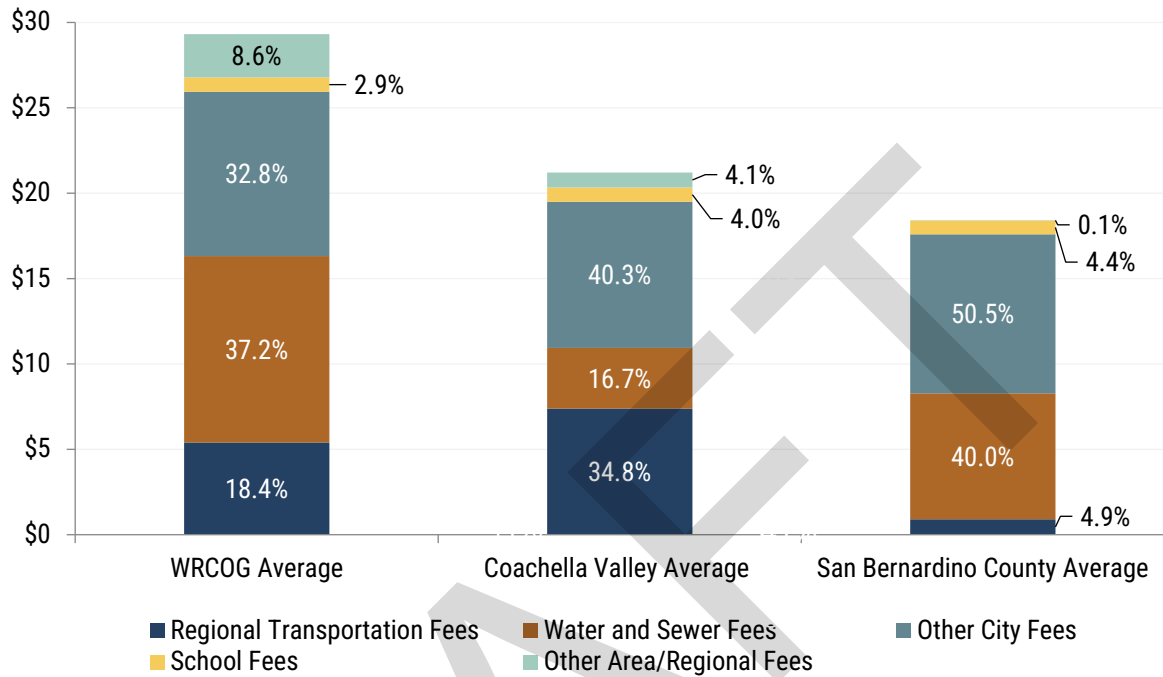


Figure 9. Average Office Development Impact Fee Costs and Proportions in Neighboring Jurisdictions

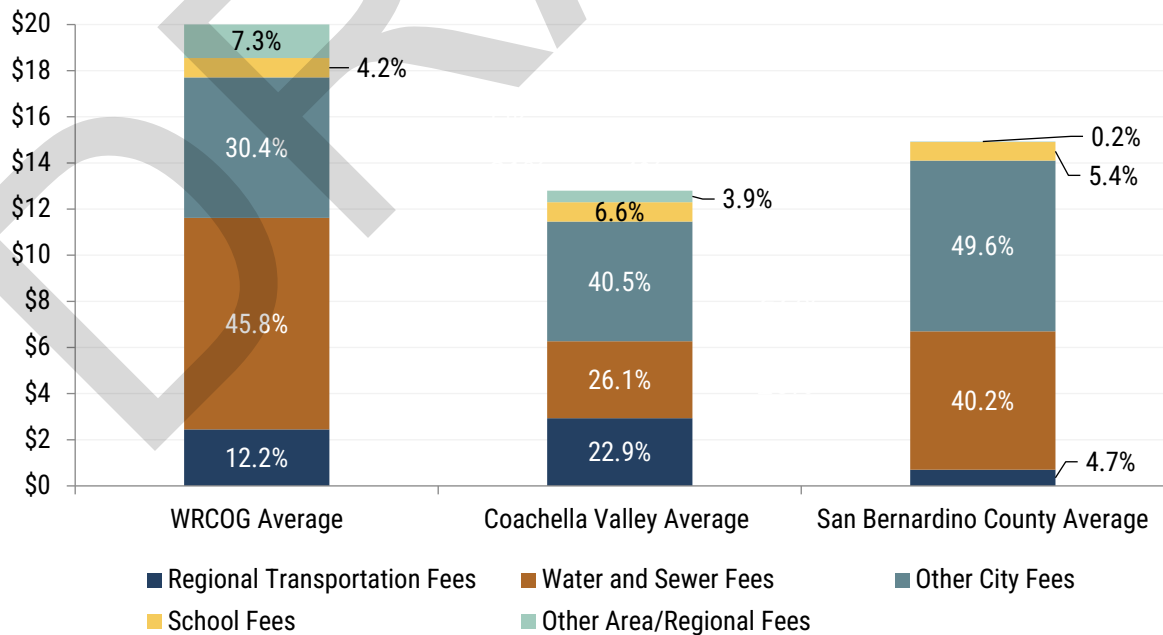
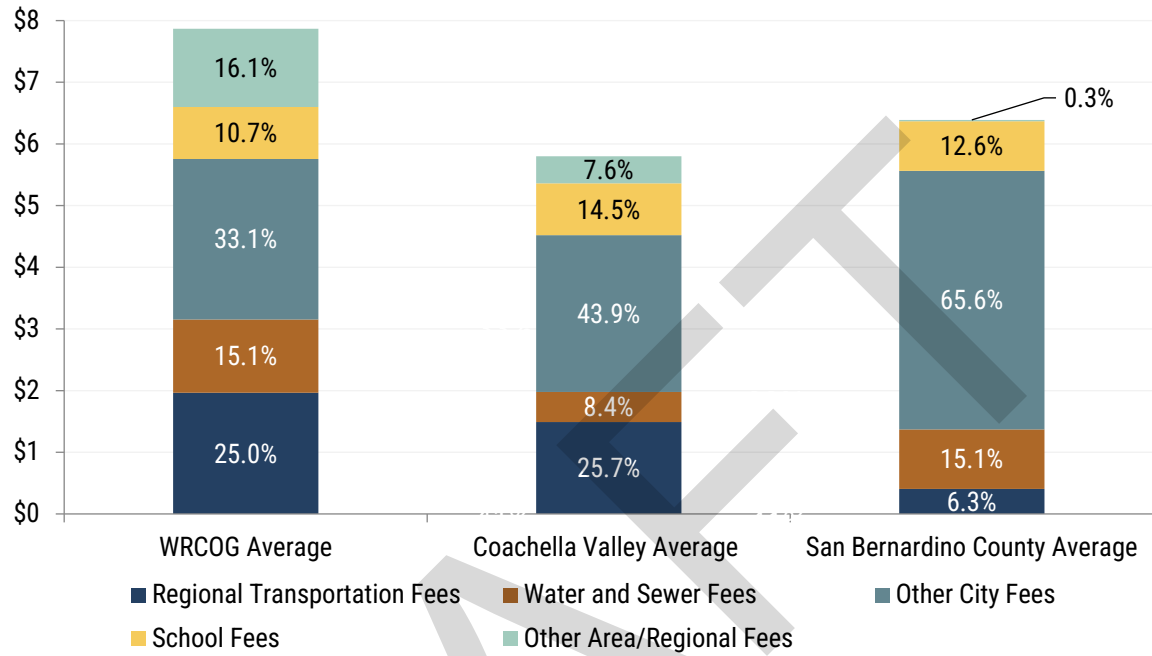


Figure 10. Average Industrial Development Impact Fee Costs and Proportions in Neighboring Jurisdictions



3. Development Impact Fees and Development Costs

This chapter evaluates development impact fees, including the TUMF, in Western Riverside County in the context of overall development costs. The first section below provides an overview of the complex factors that influence decisions to develop, one of which is development cost. The subsequent section describes the methodology used to estimate development costs for different land use types. The next section provides conclusions concerning the level of fees and TUMF in the context of overall costs.

It is critical to note that this analysis uses generalized development prototypes and development cost and return estimates to draw overall conclusions about development impact fees relative to development costs. This analysis does not represent a project-specific analysis as the development program, development costs, and returns associated with any individual project can vary widely. No conclusions concerning the feasibility of any specific project should be drawn from this analysis.

Economics of Development

Key Factors in New Development

The drivers of growth and development are complex and multifaceted, and market conditions—influenced by broader global, national, and regional economic conditions—are typically the strongest factor. Though regional and local policies (including the choice of whether and how much to charge in impact fees) will not be sufficient to attract or capture development when market conditions are poor, they can influence the feasibility and pace of development during more moderate or strong market conditions. Market strength is typically reflected by the price point or lease rate that users/homeowners/renters are willing to pay.

Developers (whether looking to do speculative development or to provide build-to-suit developments for larger users) will review a number of conditions before determining whether to move forward with site acquisition/optioning and pre-development activities. Factors will include: (1) the availability of appropriate sites, (2) the availability of/proximity to/quality of infrastructure/facilities (e.g., proximity to transportation corridors, schools, and other amenities), (3) local market strength (achievable sales prices/lease rates) in the context of competitive supply, (4) expected development costs (including land acquisition costs, construction materials and labor costs, the availability and costs of financing, and development impact fees, among others), and, (5) where sites are unentitled, the entitlement risk.

When the strength of market demand for new residential and nonresidential development is sufficient, it typically spurs more detailed review and evaluation of sites by developers. Even in cases where market factors look strong, there is a complex balance between development revenues, development costs, land costs, and required developer returns that must be achieved to catalyze new development. Modest fluctuations in development revenues (i.e., market prices), development costs (materials, labor costs, etc.), and landowner expectations (perceived value of land) can all affect development decisions, as can assessments of entitlement risk and complexity, where entitlements are still required.

While many of these factors, such as the price of steel, tariffs, the complexities of CEQA, the market for labor, and land values, are outside of the control of local public agencies, development impact fees represent one factor that can be adjusted at the local level. That said, given limited sources of revenue for local jurisdictions, there are policy tradeoffs to not charging development impact fees, especially as they can have long-term influence on other factors that influence market demand, including local infrastructure/amenities, transportation connections to job centers, and school district quality.

Methodology

Every development project is different and will have different development costs. For the purposes of this analysis, EPS considered the same set of land use prototypes as for the fee review and comparison and developed an illustrative estimate of the full set of development costs. The steps taken in developing the development cost estimates are described in the subsections below.

Land Uses Evaluated

The development cost evaluation was completed for the same development prototypes as used in the estimation of development impact fees described in **Chapter 2:**

- Residential Single Family Development – Single family homes in a 50-unit subdivision
- Residential Multifamily Development – Multifamily apartments in a 200-unit building
- Industrial Development – High-cube industrial space in a 265,000-square-foot building
- Office Development – Office space in a 20,000-square-foot office building
- Retail Development – Retail space in a 10,000-square-foot retail building

Development Cost Estimates

An illustrative static pro forma structure was developed. The pro forma incorporated different categories of development costs (see below). It also considered potential land values/acquisition costs based on a residual land value approach that considered potential development values, subtracted direct and indirect development costs and developer return requirements, and indicated a potential residual land value. The development values were refined based on available market data ranges and the need to generate a land value of an appropriate level to support land acquisition and new development. As noted above, this analysis is designed to provide overall insights on general economic relationships and does not draw conclusions concerning the feasibility of individual projects.

It is also important to note that the pro formas developed were specifically configured to represent a potentially feasible set of relationships, in terms of revenues, costs, and returns. This allows for consideration of development impact fees in the context of illustrative projects that would make sense to undertake. To the extent, development costs are higher than those indicated – a reality which could certainly be true for many projects – development values would need to be higher or feasibility is not likely to be attained. To the extent, this is true, development impact fees as a proportion of development costs would be lower than those shown.

In this study, major cost categories were revised from the 2022-23 Study, including direct construction costs, land costs, and development impact fees.

- **Direct Construction Costs** – Site Work/Improvements and Vertical Construction Costs. Estimates were taken from Marshal & Swift (a construction cost data provider) estimates, available pro formas, and information from developers where available.
- **Indirect Costs** – Architecture and Engineering Costs, Sales and Marketing, Financing, Development Impact Fee, and other soft costs. Estimates were taken from Marshal & Swift, the WRCOG Fee Comparison, available pro formas, and information from developers where available.
- **Developer Return Requirements** – Developer return requirements were set to be equal to between 10 and 14 percent of development value for all land uses. This represented between 8 and 16 percent of direct and indirect construction costs consistent with typical developer hurdle returns.
- **Land Costs** – Land costs were based on the estimated residual land values when costs and returns were subtracted from estimates of development value and/or information on actual land transactions. Land costs as a percent of development value were reviewed to make sure they fell within a viable range.

It is also important to note that the following additional assumptions was used in this analysis:

- **Quimby Act** - Two approaches were used to estimate Quimby requirements. The standard methodology applied a 2016 land value per acre, **derived during the first iteration of this study**, with the value escalated to current levels using average Zillow Home Value Index (ZHVI) growth across jurisdictions to maintain consistency where local data is limited. Alternatively, where available, the analysis used city-provided fees (per unit) or appraised land values, reflecting current local conditions.

Results

As context for the description of the results of this analysis, it is worth repeating that there will be considerable variation throughout Western Riverside County in terms of different development cost components and overall development costs. On an average/illustrative basis, overall development costs included in this analysis may be conservative as they do not include union labor costs or entitlement costs. Given that the focus of this analysis is on the relationship between development impact fees and total development costs, an underestimate in total development costs would mean that the proportionate significance of impact fees has been overestimated.

It is again important to note that the analysis shown here is not an evaluation of development feasibility. Such an analysis would require a more-location specific analysis and is highly dependent on-site characteristics, local market conditions, and site land values, among other factors.

Table 12 summarizes the estimated development costs on a per-residential-unit and per-nonresidential-building-square-foot basis. **Table 13** converts the cost estimates into percent allocations out of the total development/return. It should be noted that the total cost (equivalent to the 100 percent) equals the sum of direct and indirect costs, estimated land costs, and required development return. This total cost is equivalent to the sales prices/capitalized building value a developer would need to command to cover all cost/return requirements. To the extent actual costs are higher (e.g., higher land costs or construction costs), the achievable sales prices/capitalized lease rates would also need to be higher.

Table 12. Average Development Cost Estimates by Development Prototype

Development Costs, Land Values, and Return	Single Family (per Unit)	Multifamily (per Unit)	Industrial (per Sq.Ft)	Retail (per Sq.Ft)	Office (per Sq.Ft)
<u>DIRECT</u>					
Basic Site Work/ Lot Improvement:	\$43,560	\$9,257	\$10.87	\$25.00	\$14.29
Direct Construction Cost	<u>\$326,700</u>	<u>\$305,500</u>	<u>\$108.00</u>	<u>\$210.00</u>	<u>\$259.00</u>
Hard Cost Total	\$370,260	\$314,757	\$118.87	\$235.00	\$273.29
<u>INDIRECT</u>					
TUMF	\$12,380	\$7,816	\$2.33	\$7.72	\$2.45
Other Development Impact Fees	\$55,423	\$29,613	\$5.54	\$21.59	\$17.56
Other Soft Costs	<u>\$79,888</u>	<u>\$73,571</u>	<u>\$23.77</u>	<u>\$46.31</u>	<u>\$54.86</u>
Soft Cost Total	\$147,691	\$111,000	\$31.64	\$75.62	\$74.87
Total Direct and Indirect Costs	\$517,951	\$425,757	\$150.51	\$310.62	\$348.15
Developer Return Requirement	\$63,800	\$46,887	\$19.42	\$44.11	\$47.70
Land Value	\$56,250	\$11,953	\$52.92	\$63.77	\$36.44
TOTAL COST	\$638,000	\$484,597	\$222.85	\$418.50	\$432.29

Table 13. Proportional Development Costs by Development Prototype

Development Costs, Land Values, and Return	Single Family	Multifamily	Industrial	Retail	Office
<u>DIRECT</u>					
Basic Site Work/ Lot Improvement:	6.8%	1.9%	4.9%	6.0%	3.3%
Direct Construction Cost	<u>51.2%</u>	<u>63.0%</u>	<u>48.5%</u>	<u>50.2%</u>	<u>59.9%</u>
Hard Cost Total	58.0%	65.0%	53.3%	56.2%	63.2%
<u>INDIRECT</u>					
TUMF	1.9%	1.6%	1.0%	1.8%	0.6%
Other Development Impact Fees	8.7%	6.1%	2.5%	5.2%	4.1%
Other Soft Costs	<u>12.5%</u>	<u>15.2%</u>	<u>10.7%</u>	<u>11.1%</u>	<u>12.7%</u>
Soft Cost Total	23.1%	22.9%	14.2%	18.1%	17.3%
Total Direct and Indirect Costs	81.2%	87.9%	67.5%	74.2%	80.5%
Developer Return Requirement	10.0%	9.7%	8.7%	10.5%	11.0%
Land Value	8.8%	2.5%	23.7%	15.2%	8.4%
TOTAL COST (%)	100.0%	100.0%	100.0%	100.0%	100.0%

Key findings include:

- **Direct construction costs represent the largest proportion of total development costs, typically followed by other land costs, other soft costs (collectively), developer returns, and development impact fees.** Direct construction costs are the largest cost, representing between 53.3 percent and 65 percent of total costs for the prototypes evaluated. Land costs are likely to be most variable, and depending on circumstance, range from 2.5 percent to 23.8 percent for the prototypes. Other soft costs collectively are the next highest component, though their subcomponents (not shown), such as sales and marketing, architecture and engineering, and financing costs, are smaller. The expected hurdle developer return at 8.7 to 11.0 percent is the next highest factor. The range for total development impact fees is below all these other ranges, though when indirect costs are considered individually development impact fees are larger than other subcomponents.
- **Total development impact fees represent between 3.5 percent and 10.6 percent of total development costs for the prototype projects.** Total development impact fees represent 10.6 percent and 7.7 percent of total development costs respectively for single family and multifamily developments, respectively. As discussed in Chapter 2, these capital facilities fees included Water and Sewer Fees, School Fees, Other City Fees, TUMF, and Other Area/Regional Fees. As is common, nonresidential development impact fees are lower as a percent overall, while showing a significant range from 3.5 percent for industrial development, to 4.7 percent for office development, to 7 percent for retail development. Since the 2022-23 Study, the percent of costs that the development impact fees represent has seen a minimal change. The largest change was seen in the proportion of fees on office projects, which increased by two percentage points.
- **TUMF represents between 0.6 percent and 1.9 percent of total development costs for the prototype projects.** As a proportion of overall development costs, TUMF represent 1.9 percent total residential development costs for single family and 1.6 percent for multifamily. For nonresidential uses there is greater variation with TUMF representing 0.6 percent of total costs for office development, 1 percent of total costs for industrial development, and 1.8 percent of total costs for retail development. TUMF represent between 12.2 percent and 29.6 percent of total development impact fees, on average, as indicated in the Fee Comparison with the highest ratios for industrial development and lowest for office development.

4. Conclusions

The Western Riverside Council of Governments (WRCOG) commissioned this and prior studies to provide increased regional understanding of development impact fees charged on new development in Western Riverside County. It is common practice for new and updated impact fee nexus studies to be accompanied by some consideration of impact fees in neighboring and peer communities and, less frequently, by consideration of impact fees in the context of overall development costs and economics. This is true where individual jurisdictions are introducing/updating a single development impact fee category (e.g., transportation or parks), as well as when undertaking a more comprehensive update to multiple fee categories.

Following the first study in 2016, WRCOG recommended that this report and study be updated periodically to ensure the regional understanding of the region's impact fees remains current in the context of: (1) frequent adjustments to fee levels by individual jurisdictions, (2) changing development cost and economic conditions, and (3) less frequent, but highly significant changes in State law that affect the use and availability of other public financing tools.

The development of this updated study follows that recommendation and represents the second effort to bring the original study up to date.

Appendix A: Development Prototypes

WRCOG Project Prototypes

- EPS reviewed regionwide data (CoStar and Redfin) on new developments built since 2020 to identify recent development patterns for each major land use
- Confirmed that each of the prototypes are still representative of common developments and identified new example projects to include as references
- The resulting development prototypes remain consistent with those evaluated in the prior fee comparison studies
- Water facilities fees are partly driven by assumed water meter sizes, which for this analysis were standardized as shown. In some cases, different assumptions were used where recommended by individual jurisdictions

Single Family Prototype

Product Type:	Single Family Detached Residential Unit
Development Type:	Residential Subdivision
Number of Acres:	10 Gross Acres
Number of Units:	50 Units
Building Sq.Ft.:	2,700 Sq.Ft.
No. of Bedrooms:	4
No. Of Bathrooms:	3
Garage Space:	500 Sq.Ft.
Habitable Space:	2,200 Sq.Ft.
Total Lot Size:	7,200 Sq.Ft.
Density:	5 DU/AC
Lot Width:	60 Ft.
Lot Depth:	120 Ft.
Water Meter Size:	One (1x) 1-Inch Meter



Similar Single Family Home

19180 El Gallo St. (Catania at Citrine), City of Riverside

Multi-Family Prototype



Similar Multifamily Project

23650 Washington Ave (The Park on Washington), Murrieta, CA

Product Type:	Multifamily Apartment Unit
Development Type:	Multi Family Apartment Building
Number of Acres:	10 Gross Acres
Apartment Building Square Feet:	260,000 Sq.Ft.
FAR:	0.60
Number of Stories:	3
Number of Dwelling Units:	200
Density	20 DU/AC
Average Unit Size:	1,100 Sq.Ft.
Water Meter Size:	Eight (8x) 2-Inch Meters
Roof Area:	86,667 Sq.Ft.
Lot Width:	515.00 Ft.
Lot Depth:	846.60 Ft.

Retail Prototype



Similar Retail Development
30910 Benton Rd (Dollar Tree), Winchester, CA

Product Type:	Retail Building
Number of Acres:	1.15 Gross Acres
Rentable Square Feet:	10,000 Sq.Ft.
FAR:	0.20
Number of Stories:	1
Water Meter Size:	One (1x) 2-Inch Meter
Roof Area:	10,000 Sq.Ft.
Lot Width:	223.60 Ft.
Lot Depth:	223.60 Ft.

Office Prototype

- Reflects median building size for office developments since 2010

Product Type:	Office Building
Number of Acres:	1.3 Gross Acres
Rentable Square Feet:	20,000 Sq.Ft.
FAR:	0.35
Number of Stories:	2
Water Meter Size:	One (1x) 2-Inch Meter
Roof Area:	10,000 Sq.Ft.
Lot Width:	239.00 Ft.
Lot Depth:	239.00 Ft.



Similar Office Development
25130 Hancock Ave, Murrieta, CA 92562

Industrial Prototype

Product Type:	Warehouse/Distribution
Criteria:	Meets criteria for High-Cube
Number of Acres:	15.2 Gross Acres
Rentable Square Feet:	265,000 Sq.Ft.
FAR:	0.40
Water Meter Size:	One (1x) 2-Inch Meter
Roof Area:	265,000 Sq.Ft.
Lot Width:	813.70 Ft.
Lot Depth:	813.70 Ft.



Similar Industrial Development
14935 Limonite Ave (The Ranch by Transwestern
Warehouse Bldg 1)
Eastvale, CA

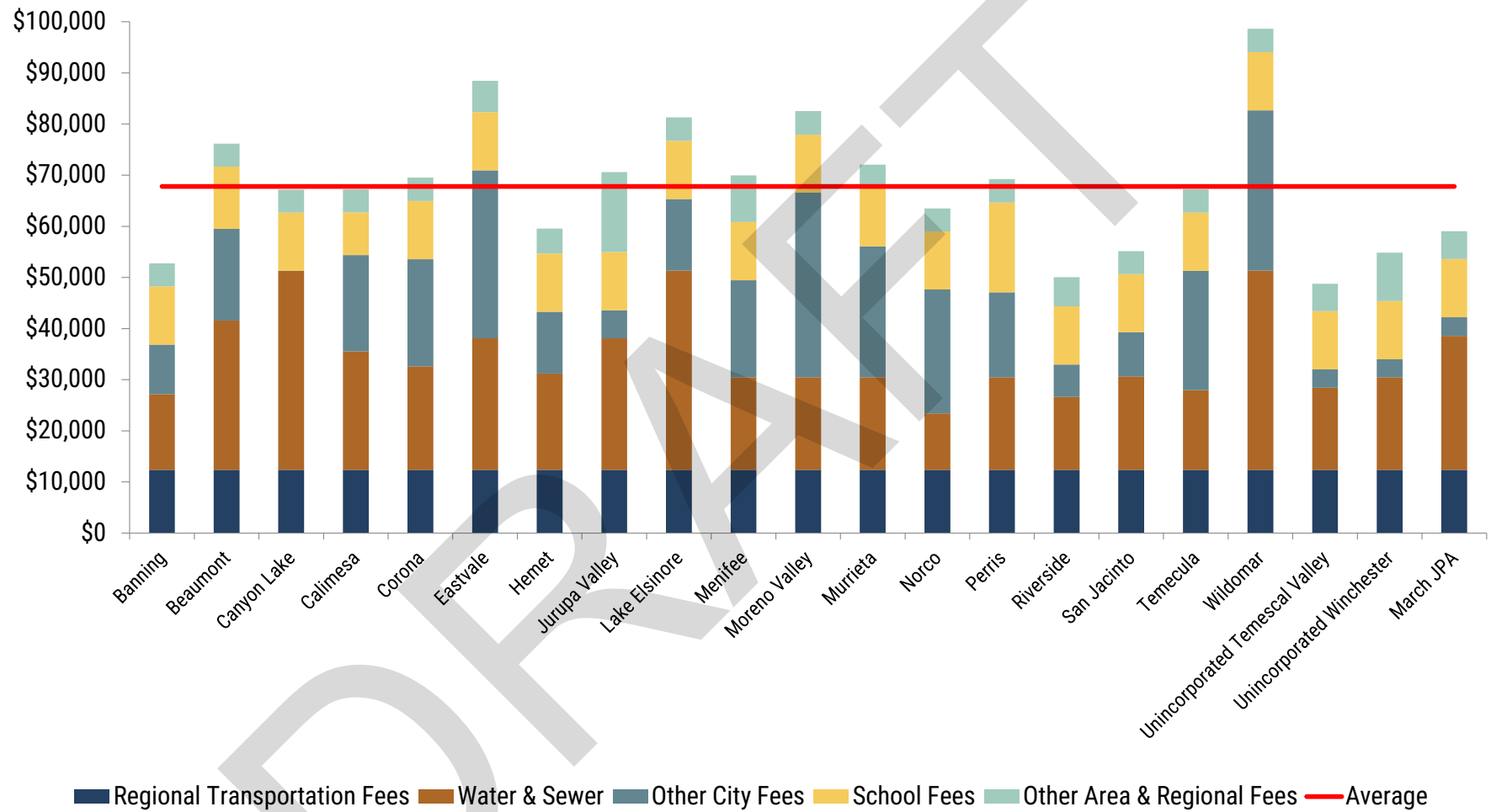
Appendix B: Location & Service Provider Assumptions

Study Location and Service Provider Assumptions

City / Location	School District	Water District	Sewer District
<u>Western Riverside Council of Governments</u>			
1 Banning	Banning Unified School District	City of Banning	City of Banning
2 Beaumont	Beaumont Unified School District	Beaumont-Cherry Valley Water District	City of Beaumont Sewer & Refuse Service
3 Calimesa	Yucaipa- Calimesa Joint Unified School District	Yucaipa Valley Water District	Yucaipa Valley Water District
4 Canyon Lake	Lake Elsinore Unified School District	Elsinore Valley Municipal Water District	Elsinore Valley Municipal Water District
5 Corona	Corona-Norco Unified School District	City of Corona	City of Corona
6 Eastvale	Corona-Norco Unified School District	Jurupa Community Services District (JCSD)	Jurupa Community Services District (JCSD)
7 Hemet	Hemet Unified School District	Eastern Municipal Water District (EMWD)	Eastern Municipal Water District (EMWD)
8 Jurupa Valley	Jurupa Unified School District	Jurupa Community Services District (JCSD)	Jurupa Community Services District (JCSD)
9 Lake Elsinore	Lake Elsinore Unified School District	Elsinore Valley Municipal Water District	Elsinore Valley Municipal Water District
10 Menifee	Menifee Union (Elementary) & Perris Union (High)	Eastern Municipal Water District (EMWD)	Eastern Municipal Water District (EMWD)
11 Moreno Valley	Moreno Valley Unified School District	Eastern Municipal Water District (EMWD)	Eastern Municipal Water District (EMWD)
12 Murrieta	Murrieta Valley Unified School District	Eastern Municipal Water District (EMWD)	Eastern Municipal Water District (EMWD)
13 Norco	Corona-Norco Unified School District	City of Norco	City of Norco
14 Perris	Perris Union High & Perris Union Elementary	Eastern Municipal Water District (EMWD)	Eastern Municipal Water District (EMWD)
15 Riverside	Riverside Unified School District	City of Riverside	City of Riverside
16 San Jacinto	San Jacinto Unified School District	Eastern Municipal Water District (EMWD)	Eastern Municipal Water District (EMWD)
17 Temecula	Temecula Valley Unified School District	Rancho California Water District	Eastern Municipal Water District (EMWD)
18 Wildomar	Lake Elsinore Unified School District	Elsinore Valley Municipal Water District	Elsinore Valley Municipal Water District
19 Unincorporated Temescal Valley	Corona-Norco Unified School District	Temescal Valley Water District	Temescal Valley Water District
20 Unincorporated Winchester	Menifee Union (Elementary) & Perris Union (High)	Eastern Municipal Water District (EMWD)	Eastern Municipal Water District (EMWD)
21 March JPA	Moreno Valley Unified School District	Western Municipal Water District (WMWD)	Western Municipal Water District (WMWD)
<u>San Bernardino County</u>			
1 Fontana	Fontana Unified School District	Fontana Water Company	City of Fontana
2 Yucaipa	Yucaipa- Calimesa Joint Unified School District	Yucaipa Valley Water District	Yucaipa Valley Water District
3 San Bernardino	San Bernardino City Unified School District	East Valley Water District	San Bernardino Municipal Water Department
4 Ontario	Ontario-Montclair School District	Inland Empire Utilities Agency	Inland Empire Utilities Agency
5 Chino	Chino Valley Unified School District	Inland Empire Utilities Agency	Inland Empire Utilities Agency
6 Rialto	Rialto Unified School District	Rialto Water Services	Rialto Water Services
<u>Coachella Valley Association of Governments</u>			
1 Indio	Desert Sands Unified School District	Indio Water Authority	Valley Sanitary District
2 Palm Desert	Desert Sands Unified School District	Coachella Valley Water District	Coachella Valley Water District
3 Palm Springs	Palm Springs Unified School District	Desert Water Agency	City of Palm Springs

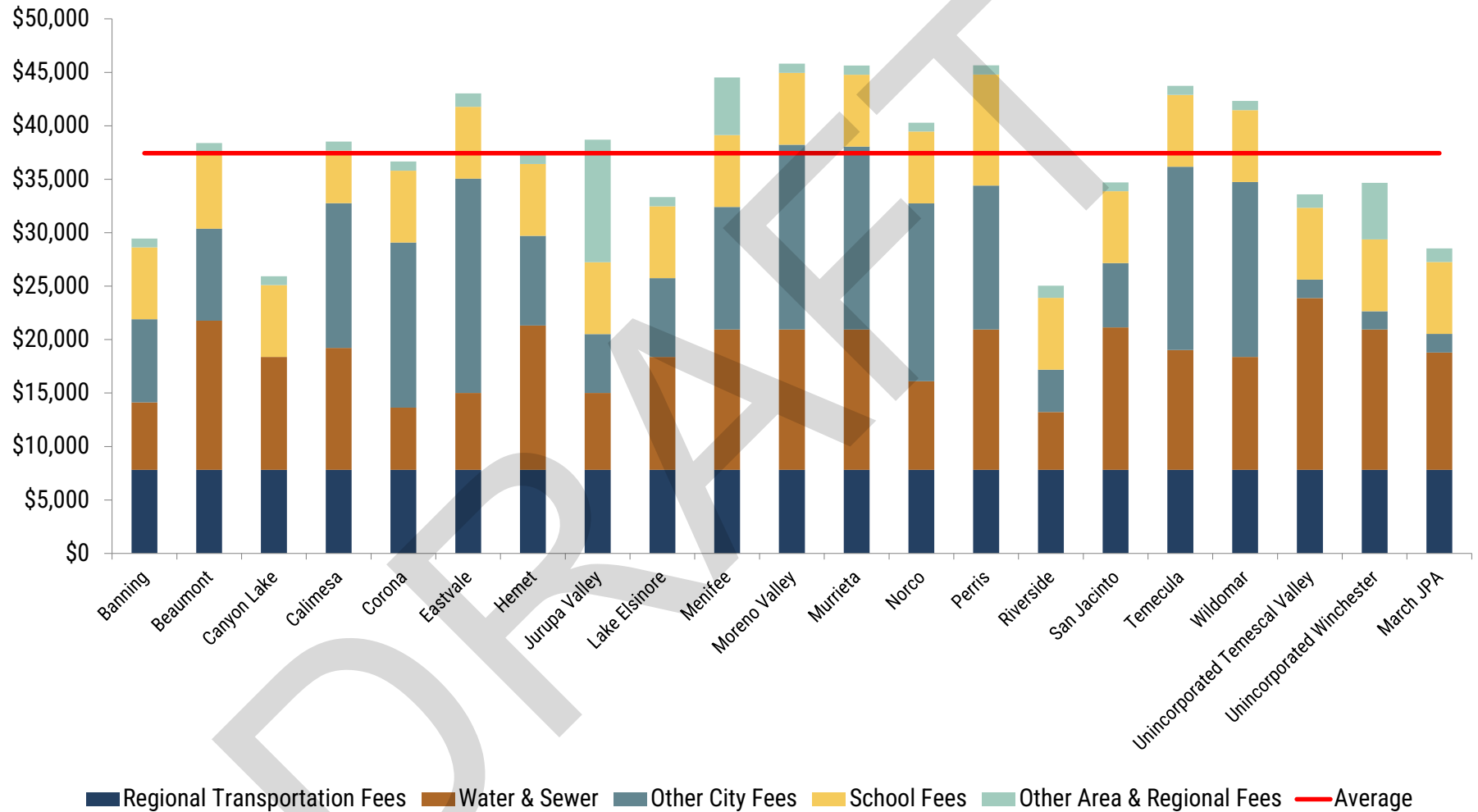
Appendix C: Development Impact Fee Comparison by WRCOG Jurisdictions

Single Family Prototype Development Fees by Jurisdiction (Per Unit)



Fee estimates for specified development prototypes as of 2026. Actual fees will vary based on project specifics and any fee updates.
"Other Area Fees/ Regional Fees" include, but are not limited to, roads and bridges, regional parks, trails, multiservice center fees, area specific fees, and habitat mitigation fees.

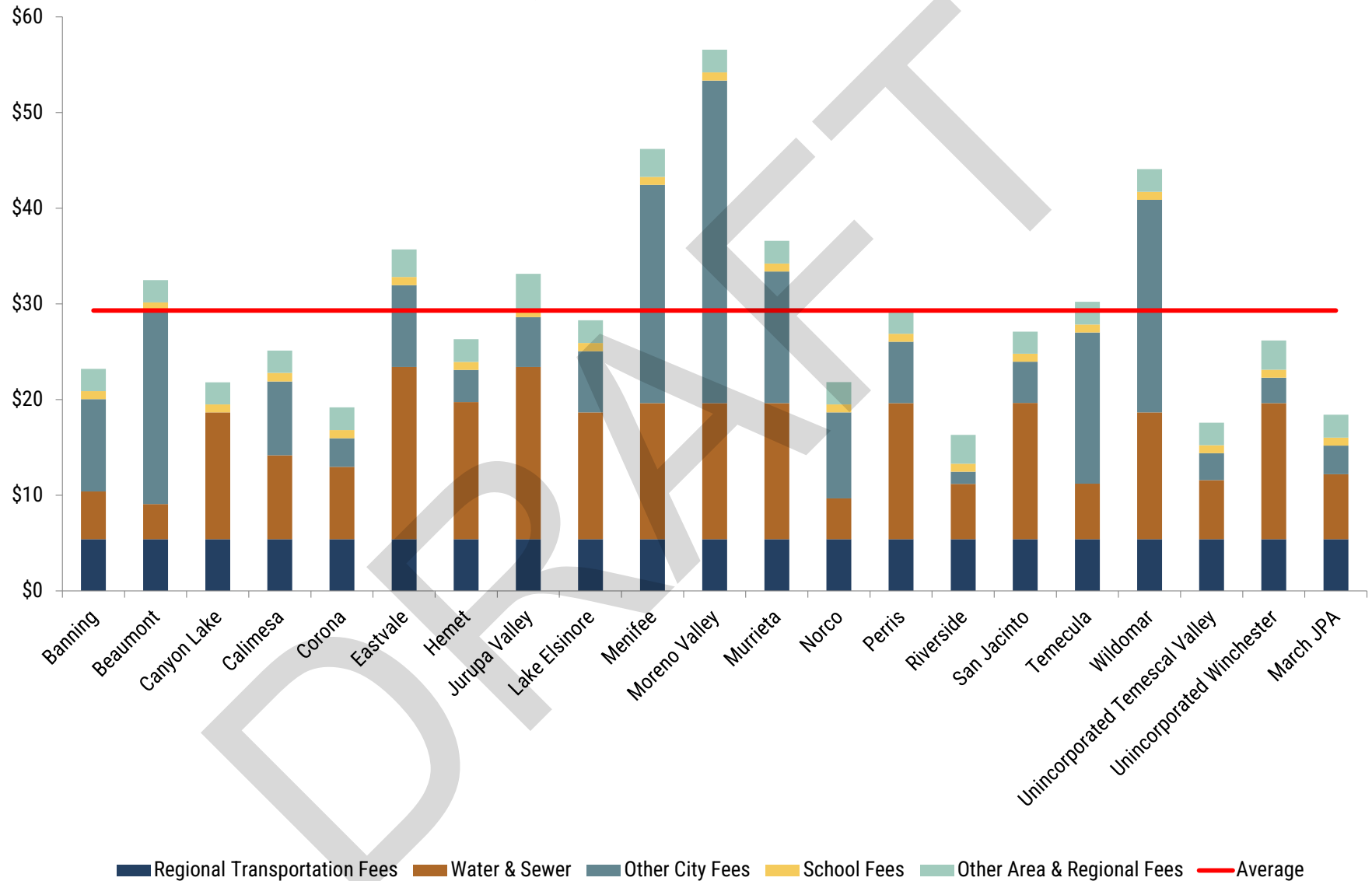
Multifamily Prototype Development Fees by Jurisdiction (Per Unit)



Fee estimates for specified development prototypes as of 2026. Actual fees will vary based on project specifics and any fee updates.

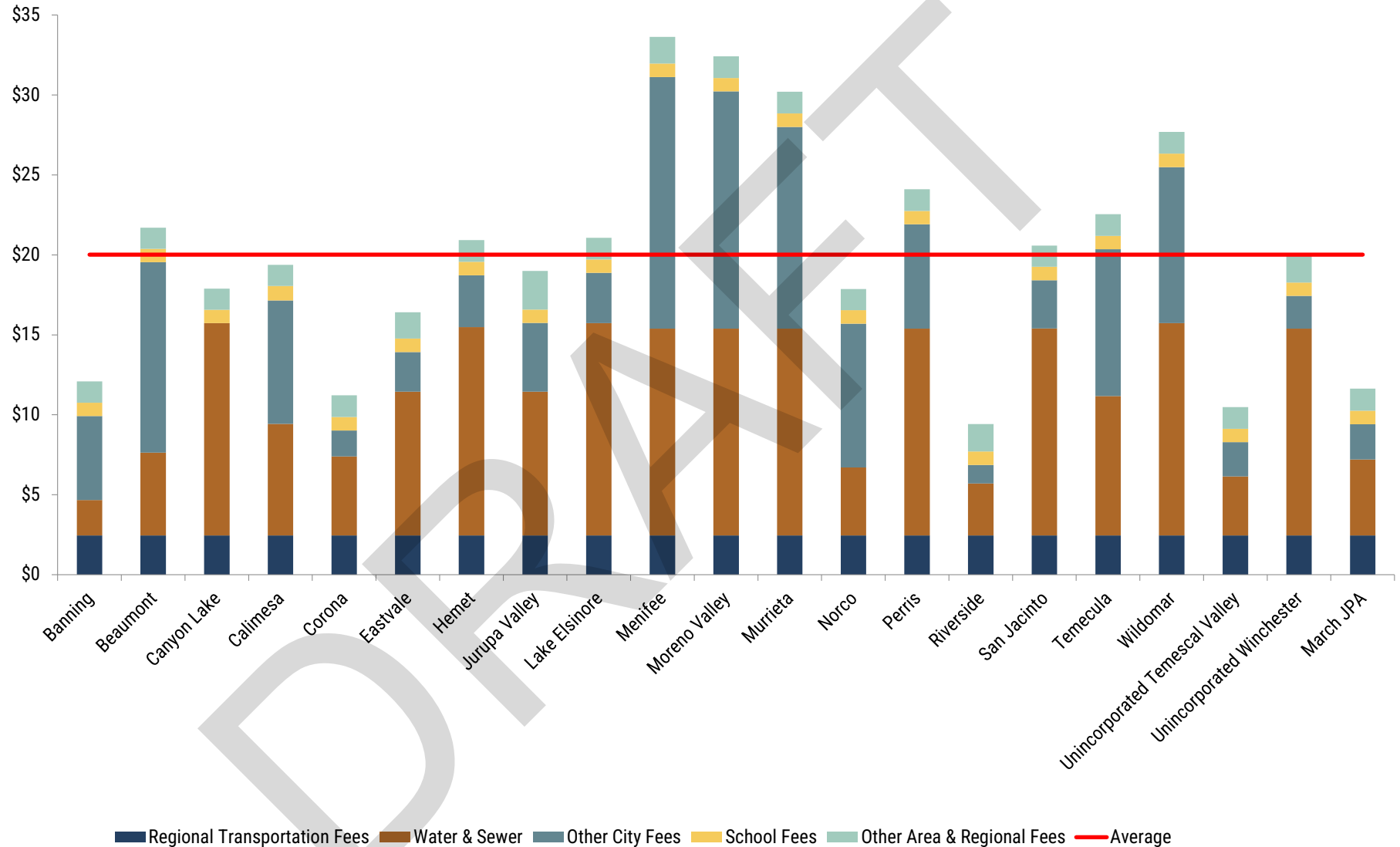
"Other Area Fees/ Regional Fees" include, but are not limited to, roads and bridges, regional parks, trails, multiservice center fees, area specific fees, and habitat mitigation fees.

Retail Prototype Development Fees by Jurisdiction (Per Square Foot)



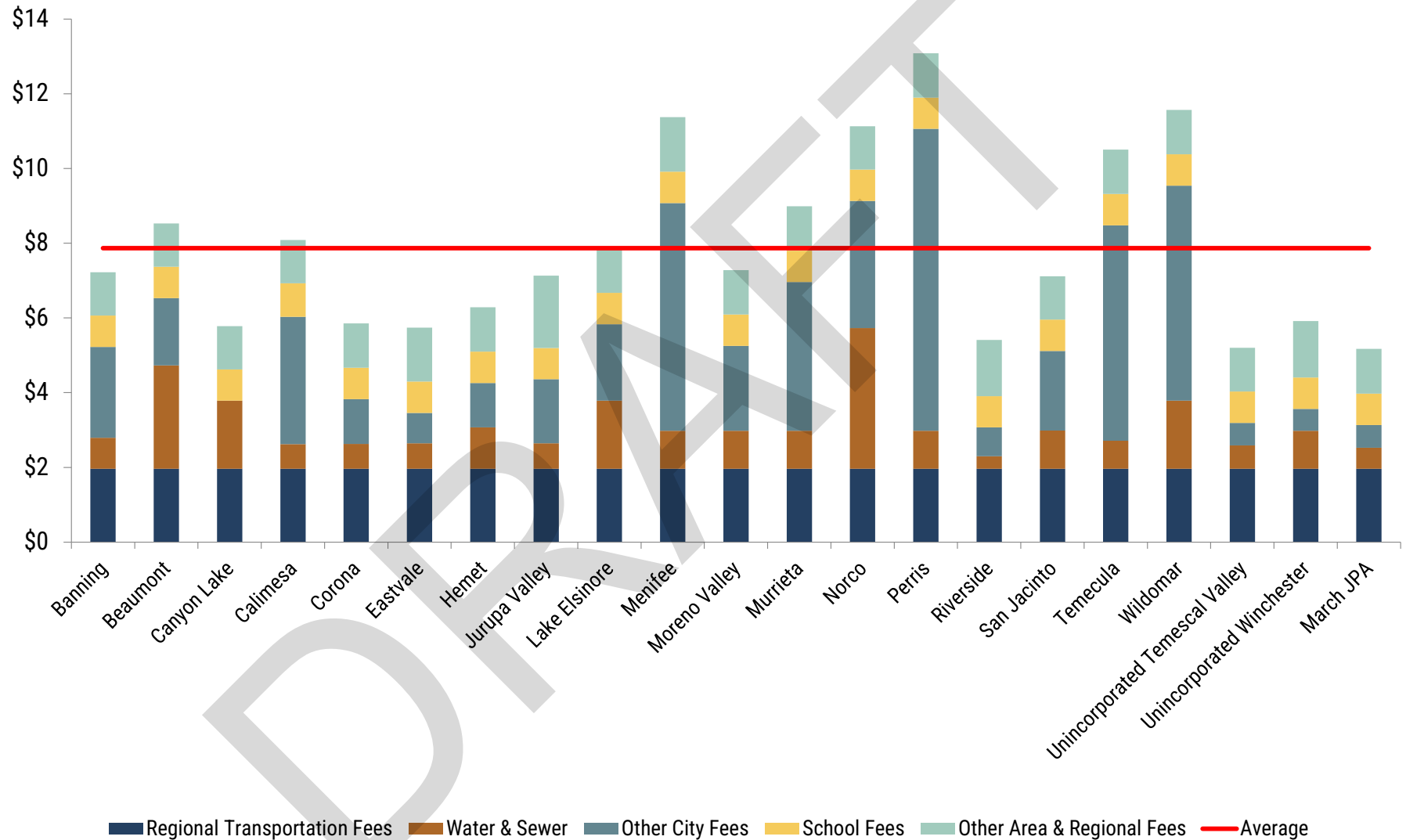
Fee estimates for specified development prototypes as of 2026. Actual fees will vary based on project specifics and any fee updates.
"Other Area Fees/ Regional Fees" include, but are not limited to, roads and bridges, regional parks, trails, multiservice center fees, area specific fees, and habitat mitigation fees.

Office Prototype Development Fees by Jurisdiction (Per Square Foot)



Fee estimates for specified development prototypes as of 2026. Actual fees will vary based on project specifics and any fee updates.
"Other Area Fees/ Regional Fees" include, but are not limited to, roads and bridges, regional parks, trails, multiservice center fees, area specific fees, and habitat mitigation fees.

Industrial Prototype Development Fees by Jurisdiction (Per Square Foot)



Fee estimates for specified development prototypes as of 2026. Actual fees will vary based on project specifics and any fee updates.
"Other Area Fees/ Regional Fees" include, but are not limited to, regional parks, trails, multiservice center fees, area specific fees, and habitat mitigation fees.