



## Western Riverside Council of Governments Administration & Finance Committee

### AGENDA

Wednesday, November 10, 2021  
12:00 PM

Western Riverside Council of Governments  
3390 University Avenue, Suite 200  
Riverside, CA 92501

**WRCOG'S OFFICE IS CURRENTLY CLOSED TO THE PUBLIC DUE TO COVID-19**

[Join Zoom Meeting](#)

Meeting ID: 885 5889 0296

Password: 111021

Dial in: (669) 900 9128 U.S.

#### **SPECIAL NOTICE – COVID-19 RELATED PROCEDURES IN EFFECT**

Due to the State or local recommendations for social distancing resulting from the threat of Novel Coronavirus (COVID-19), this meeting is being held via Zoom under Assembly Bill 361 (Government Code Section 54953) (AB 361). Pursuant to AB 361, WRCOG does not need to make a physical location available for members of the public to observe a public meeting and offer public comment. AB 361 allows WRCOG to hold Committee meetings via teleconferencing or other electronic means and allows for members of the public to observe and address the Committee telephonically or electronically.

In addition to commenting at the Committee meeting, members of the public may also submit written comments before or during the meeting, prior to the close of public comment to [jleonard@wrcog.us](mailto:jleonard@wrcog.us).

Any member of the public requiring a reasonable accommodation to participate in this meeting in light of this announcement shall contact Suzy Nelson 72 hours prior to the meeting at (951) 405-6703 or [jleonard@wrcog.us](mailto:jleonard@wrcog.us). Later requests 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 (Karen Spiegel, Chair)
2. PLEDGE OF ALLEGIANCE

**3. ROLL CALL**

**4. PUBLIC COMMENTS**

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

**5. 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. Summary Minutes from the October 13, 2021, Administration & Finance Committee Meeting**

**Requested Action(s):** 1. Approve the Summary Minutes from the October 13, 2021, Administration & Finance Committee meeting.

**B. Amendment to MOU with the Riverside County Superintendent of Schools**

**Requested Action(s):** 1. Recommend that the Executive Committee approve an amendment to the MOU with the Riverside County Superintendent of Schools for the Superintendent to continue serving as an ex-officio member of the Executive Committee.

**C. Western Riverside Energy Partnership Program Activities Update**

**Requested Action(s):** 1. Authorize the Executive Director to execute the Partnership contract with Southern California Gas Company to jointly deliver the 2021 Energy Partnership Program, including the continuation of the Western Riverside Energy Partnership.

**D. PACE Programs Activities Update - Assessment District Administration Services**

**Requested Action(s):** 1. Recommend that the Executive Committee authorize the Executive Director to approve a Professional Services Agreement between WRCOG and David Taussig and Associates, Inc., doing business as dta.

**E. Finance Department Activities Update**

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

**6. REPORTS / DISCUSSION**

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

**A. Riverside County Regional Broadband Efforts**

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

**7. REPORT FROM THE COMMITTEE CHAIR**

Karen Spiegel, County of Riverside - District 2

**8. REPORT FROM THE EXECUTIVE DIRECTOR**

Dr. Kurt Wilson

**9. ITEMS FOR FUTURE AGENDAS ~ Members**

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

**10. GENERAL ANNOUNCEMENTS ~ Members**

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

**11. CLOSED SESSION**

PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Title: Executive Director

**12. NEXT MEETING**

The next Administration & Finance Committee meeting is scheduled for Wednesday, December 8, 2021, at 12:00 p.m., on the Zoom platform.

**13. ADJOURNMENT**

# Administration & Finance Committee

## Minutes

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### 1. CALL TO ORDER

The meeting of the WRCOG Administration & Finance Committee was called to order by Chair Karen Spiegel at 12:00 p.m., on October 13, 2021, in WRCOG's office, Citrus Conference Room.

### 2. PLEDGE OF ALLEGIANCE

Committee member Brian Tisdale led members and guests in the Pledge of Allegiance.

### 3. ROLL CALL

- City of Beaumont - Mike Lara
- City of Jurupa Valley - Chris Barajas
- City of Lake Elsinore - Brian Tisdale
- City of Menifee - Matt Liesemeyer
- City of Norco - Kevin Bash
- City of Perris - Rita Rogers
- City of San Jacinto - Crystal Ruiz
- City of Wildomar - Ben Benoit
- County of Riverside, District 2 - Karen Spiegel (Chair)
- Western Municipal Water District (WMWD) - Brenda Dennstedt

### 4. PUBLIC COMMENTS

There were no public comments.

**5. CONSENT CALENDAR** – (Jurupa Valley / Lake Elsinore) 10 yes; 0 no; 0 abstention. Items 5.A through 5.C were approved.

#### **A. Summary Minutes from the September 1, 2021, Administration & Finance Committee Meeting**

**Action:**

1. Approved the Summary Minutes from the September 1, 2021, Administration & Finance Committee meeting.

#### **B. Finance Department Activities Update**

**Action:**

1. Received and filed.

#### **C. Amendment to the Appendix of the WRCOG Conflict of Interest Code**

**Action:**

1. Recommended that the Executive Committee adopt WRCOG Resolution Number 24-21; A Resolution of the Executive Committee of the Western Riverside Council of Governments amending the Conflict of Interest Code pursuant to the Political Reform Act of 1974.

**6. REPORTS / DISCUSSION**

**A. Inland Regional Energy Network Activities Update**

Casey Dailey, WRCOG Director of Energy & Environmental Programs, reported that Regional Energy Networks (RENs) are funded by California utility ratepayers through the Public Goods charge levied on regular bills by Investor-Owned Utilities (IOUs), such as Southern California Edison and SoCal Gas.

In December 2018, the Executive Committee authorized a Joint Cooperative Agreement amongst WRCOG, the Coachella Valley Association of Governments, and the San Bernardino Council of Governments (collectively, COGs) to move forward with the coordination and development of a REN amongst the three agencies. That agreement expired June 30, 2021. The REN for Riverside and San Bernardino Counties would be known as the Inland Regional Energy Network (I-REN).

RENs are coalitions of local governments created to administer energy efficiency programs independent of IOUs. There are three existing RENs in California - BayREN, SoCal REN, and 3-C REN.

I-REN will not provide any programs or services related to residential or commercial financing programs like PACE did. I-REN will not buy electricity, like WCE did. I-REN will:

- Provide technical assistance to participating agencies to support facility improvements designed to reduce energy consumption (Public Sector)
- Provide workshops and trainings for local building departments and the building community on updates and changes to Title 24 of the California Building Code (Codes & Standards)
- Support expansion of career training and certification programs to support increasing the clean energy workforce in Riverside and San Bernardino Counties (Workforce Education & Training)

RENs are funded by California ratepayers through the Public Goods charge. There s approximately \$600M available annually from the Public Goods charge. I-REN funding would also come from this source. There is no charge for member agencies to participate at I-REN. In the event of program failure, it would not financially affect any participating agency.

It is anticipated that the CPUC will provide a final approval for I-REN towards the end of the 2021 calendar year.

Committee member Mike Lara asked if funding is already in place for I-REN and would there be any staffing adjustments.

Chris Gray, WRCOG Deputy Executive Director, indicated that if this agreement is approved, WRCOG will need to make a budget amendment.

Mr. Dailey added that once the CPUC makes a final decision, there will be no need for any of the COGs

to provide any additional funding, and funding will come from the CPUC. There will be a need for additional staffing for each COG who will be dedicated to the I-REN.

Committee member Lara expressed concern that if the I-REN goes away there will then be an additional financial burden on WRCOG for I-REN staff.

Committee member Brenda Dennstedt asked how water agencies play into this.

Mr. Dailey responded that water districts are welcome to participate.

There are very few programs under SoCal that benefit the Inland Empire region. If WRCOG did not participate in the I-REN, the WRCOG subregion would likely not receive any funding for energy projects.

**Action:**

1. Authorized the Executive Director to execute a Joint Cooperation Agreement between the Western Riverside Council of Governments, the Coachella Valley Association of Governments, and the San Bernardino Council of Governments for Regional Energy Network development.

(San Jacinto / Lake Elsinore) 9 yes; 1 no; 0 abstention. Item 6.A was approved. The City of Beaumont voted no.

**B. Overview of UCR's Inland Center for Sustainable Development Sponsorship Opportunity**

Rachel Singer, WRCOG External Affairs Manager, reported that UCR's Inland Center for Sustainable Development (ICSD) has asked for a sponsorship request in the amount of \$15,000. Mrs. Singer introduced Dr. Ron Loveridge, Deputy Director of ICSD.

Dr. Loveridge reported that the role of ICSD is to function as a network center, an honest broker, a resource, and an important leader in public analysis decision making for local government leaders as they identify critical topics and issues related to the Inland Empire region and its future growth. ICSD is an important connection with UCR's School of Public Policy. ICSD is currently researching ways to understand the relationship between sustainability, housing affordability, and the consequences of an insufficient housing stock.

Qingfang Wang, UCR Professor of Public Policy, reported that ICSD's first year consisted of researching the region's profile and statewide housing policies and requirements, and determining opportunities and challenges. ICSD is now working on ways to solve a housing crisis that is complicated by regulations, an anti-housing sentiment, a changing climate, and determine the economic repercussions from the COVID-19 pandemic.

Dr. Loveridge added that funding and leadership for ICSD comes from the stakeholders / sponsors, and the funding covers the research.

Committee member Lara indicated that most sponsorships are approximately \$1,000 and asked how this sponsorship would benefit WRCOG and its member agencies.

Dr. Loveridge responded that the sponsorship would help fund ICSD's research on the most pressing

matters in this region. This is an opportunity for WRCOG to be a participant in UCR's School of Public Policy.

Committee members expressed concern in not seeing a direct benefit to WRCOG, especially at the requested amount, and would be more apt to support the sponsorship request if there was a direct benefit to WRCOG.

Committee member Ben Benoit volunteered to lead an ad hoc committee to meet with ICSD to discuss future partnership opportunities.

**Action:**

1. Received and filed.

**C. Updates to WRCOG JPA and Bylaws**

Dr. Kurt Wilson, WRCOG Executive Director, reported that changes to the JPA include:

- Removed references to Morongo Band of Mission Indians.
- Removed reference to the use of member agency employees to perform agency functions.
- Revised and updated indemnification language.
- Removed outdated arbitration process.

Changes to the Bylaws include:

- Clarified the role of the Chairperson to include the power to execute documents, make appointments, and call special meetings.
- Clarified who will preside over meetings if Chair is absent.
- Clarified duties of the Executive Director and General Counsel.
- Clarified that Executive Committee has ultimate oversight over Executive Director and General Counsel.

**Actions:**

1. Recommended that the Executive Committee direct staff to forward the JPA Amendment to WRCOG member agencies for their approval.
2. Recommended that the Executive Committee Adopt Resolution Number 25-21; A Resolution of the Executive Committee of the Western Riverside Council of Governments amending its Bylaws.

(Perris / Wildomar) 10 yes; 0 no; 0 abstention. Item 6.C was approved.

**7. REPORT FROM THE EXECUTIVE DIRECTOR**

Dr. Kurt Wilson reported that a memorial service for Moreno Valley Mayor Pro Tem Victoria Baca is scheduled for October 18, 2021, at 3:00 p.m.

**8. ITEMS FOR FUTURE AGENDAS**

Chair Spiegel reiterated that Committee member Benoit will lead an ad hoc committee to meet with ICSD to discuss future partnership opportunities.

## **9. GENERAL ANNOUNCEMENTS**

There were no general announcements.

## **10. CLOSED SESSION**

PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Title: Executive Director

Due to time constraints, this item was moved to the November meeting.

## **11. NEXT MEETING**

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

## **11. ADJOURNMENT**

The meeting of the Administration & Finance Committee adjourned at 1:16 p.m.



# Western Riverside Council of Governments Administration & Finance Committee

## Staff Report

**Subject:** Amendment to MOU with the Riverside County Superintendent of Schools  
**Contact:** Dr. Kurt Wilson, Executive Director, [kwilson@wrcog.us](mailto:kwilson@wrcog.us), (951) 405-6701  
**Date:** November 10, 2021

### **Requested Action(s):**

1. Recommend that the Executive Committee approve an amendment to the MOU with the Riverside County Superintendent of Schools for the Superintendent to continue serving as an ex-officio member of the Executive Committee.

### **Purpose:**

The purpose of this item is to recommend an extension of the MOU with the Riverside County Superintendent of Schools, providing for the Superintendent to continue serving as an ex-officio representative to the Executive Committee.

### **Background:**

*WRCOG has a Memorandum of Understanding (MOU) with the Riverside County Superintendent of Schools for an advisory, ex-officio membership on the Executive Committee.*

The Executive Director and the Riverside County Superintendent of Schools have discussed the ex-officio arrangement and are proposing to the Executive Committee that the current arrangement as articulated in the MOU be extended without the need for an annual renewal. Attached is an amendment to the original MOU.

### **Prior Action(s):**

**December 1, 2020:** The Executive Committee approved a one-year extension to the MOU with the Riverside County Superintendent of Schools for the Superintendent to continue serving as an ex-officio member of the Executive Committee.

### **Fiscal Impact:**

The Riverside County Superintendent of Schools pays annual dues to WRCOG in the amount of \$17,000, which is budgeted in the General Fund and recorded as revenue.

### **Attachment(s):**

[Attachment 1 - MOU with Riverside County Superintendent of Schools](#)

**AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
RIVERSIDE COUNTY SUPERINTENDENT OF SCHOOLS  
AND THE  
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS  
AUTHORIZING THE RIVERSIDE COUNTY SUPERINTENDENT OF SCHOOLS'  
MEMBERSHIP AS AN EX-OFFICIO, ADVISORY MEMBER OF WRCOG**

THIS AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS AND THE RIVERSIDE COUNTY SUPERINTENDENT OF SCHOOLS is made and effective as of December 6, 2021, by and between the RIVERSIDE COUNTY SUPERINTENDENT OF SCHOOLS ("Superintendent") and the WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS ("WRCOG"). Superintendent and WRCOG are sometimes collectively referred to as the "PARTIES."

**RECITALS**

A. Pursuant to Section 6.1 of the Joint Powers Agreement ("JPA") entered into between members of WRCOG, districts which are significantly involved in regional problems and the boundaries of which include territory within the WRCOG's boundaries may be eligible for membership as an advisory member.

B. On November 7, 2011 the Executive Committee and Superintendent entered into a Memorandum of Understanding (the WRCOG / Superintendent MOU to designate Superintendent as an ex-officio, non-voting member of the Executive Committee, subject to annual renewal.

C. Superintendent and WRCOG now desire to remove the requirement to annually renew the WRCOG / Superintendent MOU.

D. WRCOG and Superintendent believe that by continuing to work together Western Riverside County will be better positioned to address the educational challenges of the region.

**MUTUAL UNDERSTANDINGS**

NOW, THEREFORE, in consideration of the foregoing facts, the PARTIES wish to amend the WRCOG / Superintendent MOU as follows:

1. Paragraph 3 of the WRCOG / Superintendent MOU shall be amended to read as follows:

3 Duration of Membership. Superintendent shall continue as an ex-officio, non-voting member of the Executive Committee until such time as the WRCOG / Superintendent MOU is amended or terminated as set forth herein

2. Except as expressly amended herein, all other provisions of the WRCOG / Superintendent MOU shall remain in full force and effect.

**IN WITNESS WHEREOF**, the PARTIES have caused this Amendment of the WRCOG / Superintendent MOU to be effective as of the day first above written.

**RIVERSIDE COUNTY SUPERINTENDENT  
OF SCHOOLS**

**WESTERN RIVERSIDE COUNCIL OF  
GOVERNMENTS**

By: \_\_\_\_\_  
Edwin Gomez, Ed.D  
Superintendent, Riverside County Office  
of Education

By: \_\_\_\_\_  
Karen Spiegel  
Chair, Executive Committee



# Western Riverside Council of Governments Administration & Finance Committee

## Staff Report

**Subject:** Western Riverside Energy Partnership Program Activities Update  
**Contact:** Tyler Masters, Program Manager, [tmasters@wrcog.us](mailto:tmasters@wrcog.us), (951) 405-6732  
**Date:** November 10, 2021

### **Requested Action(s):**

1. Authorize the Executive Director to execute the Partnership contract with Southern California Gas Company to jointly deliver the 2021 Energy Partnership Program, including the continuation of the Western Riverside Energy Partnership.

### **Purpose:**

The purpose of this item is to approve the 2021 calendar year contract with SoCal Gas for 2021 Western Riverside Energy Partnership program activities.

### **Background:**

*The Western Riverside Energy Partnership (WREP) responds to Executive Committee direction for WRCOG and Southern California Gas Company (SoCal Gas) to seek ways to improve marketing and outreach to the WRCOG subregion regarding energy efficiency programs. WREP is designed to help local governments set an example for their communities to increase energy efficiency, reduce greenhouse gas emissions, increase renewable energy usage, and improve air quality.*

### **2021 SoCal Gas Partnership Contract**

In 2013, WRCOG entered into an agreement with SoCal Gas to include gas opportunities and offerings into the WREP program. Through this agreement, SoCal Gas joined the Partnership and provided a budget to provide programmatic services to enrolled members to assist with energy efficiency projects, strategic planning, and educating the community on sustainability / utility customer programs.

The 2021 SoCal Gas contract (Attachment 1) establishes the budget for the 2021 calendar year and will be used to assist the members enrolled in the Program with its goals for energy efficiency. The allocated budget for 2021 is a not to exceed amount of \$110,400. This budget will be used to assist WREP members with project identification / project support, community outreach, and other gas-related initiatives such as facility analyses.

### **Prior Action(s):**

**December 2, 2019:** The Executive Committee directed the Executive Director to execute the Partnership contract with Southern California Gas Company to jointly deliver the 2020 Energy Partnership Program, including the continuation of the Western Riverside Energy Partnership,

substantially as to form.

**Fiscal Impact:**

Activities for the WREP Partnership are included in the Agency's adopted Fiscal Year 2020/2021 Budget in the Energy Department.

**Attachment(s):**

[Attachment 1 - Standard Service Agreement with SoCal Gas](#)

## STANDARD SERVICES AGREEMENT

**Project:** Western Riverside Energy Partnership  
**Location:** 3390 University Avenue, Riverside, CA 92501

This Standard Services Agreement (“Agreement”), dated and effective as of January 1, 2021 (“Effective Date”), is entered into by and between **Southern California Gas Company** (“Company”) and **Western Riverside Council of Governments** (“Contractor”, “WRCOG”). Company and Contractor are sometimes referred to in this Agreement individually as a “Party” and jointly as the “Parties.”

The Parties, intending to be legally bound, agree as follows:

1. **Scope.** Contractor shall perform, at its own proper cost and expense, in the most substantial and skillful manner, the services generally described in Schedule B (“Services” or “Work”). The term “Services” or “Work” as used in this Agreement includes any goods or materials provided or made available to Company as part of the Work.
2. **Term.** The term of this Agreement commences on the Effective Date and, unless terminated earlier in accordance with its terms, will continue in effect through March 31, 2022 (as may be extended, “Term”). Notwithstanding the foregoing sentence, Parties may mutually agree in writing to extend the Term or make any other necessary amendments in writing.
3. **Party Representatives.**

**3.1 Company Representative.** Company designates **Ana Aceves** as the “Company Representative” for all matters relating to this Agreement. The actions taken by Company Representative will be deemed the acts of Company. Company may at any time upon Notice to Contractor change the Company Representative. Company Representative is not the authorized representative for amendments to this Agreement.

**3.2 Contractor Representative.** Contractor designates **Tyler Masters** as the “Contractor Representative” for all matters relating to this Agreement. The actions taken by Contractor Representative will be deemed the acts of Contractor. Contractor may at any time upon Notice to Company change the Contractor Representative.

4. **Notices.** Any notice, request, claim, demand, or other communication between the Parties required or permitted by this Agreement, or otherwise made in connection with this Agreement (“Notice”), must be in writing and will be deemed effective: (a) when delivered in person; (b) on the next business day if transmitted by national overnight courier to a physical address (not a PO Box), with confirmation of delivery; or (c) upon transmission if sent by electronic mail, *provided* that the sender shall also either send a hard copy of the Notice on the same business day in accordance with one of the other transmission methods as confirmation of delivery or obtain written acknowledgement of receipt of the Notice from the recipient. In each of the foregoing cases, Notice must be addressed as follows (or at such other address for a Party as specified in a Notice given in accordance with this Article):

Company: Southern California Gas Company  
 Attn: Lily Otieno,  
 Director of Supply Management  
 555 W. 5th Street  
 Los Angeles, CA 90013  
[E-mail: LOtieno@socalgas.com](mailto:LOtieno@socalgas.com)

Contractor: Western Riverside Council of Governments  
 Attn: Tyler Masters,  
 Program Manager  
 3390 University Ave. Suite 200  
 Riverside, CA 92501  
[E-mail: TMasters@wrcog.us](mailto:TMasters@wrcog.us)

5. **Registration.** No later than the commencement of the Term, Contractor shall have registered with Company’s vendor information management company, Lavante, Inc., utilizing the Lavante Connect platform. Throughout the Term, Contractor shall maintain in effect such registration and ensure that all required information in such platform is up-to-date, accurate, and complete.

6. **Invoicing.**

6.1 Contractor shall submit invoices via e-mail to [AP Invoices\\_SCG@semprautilities.com](mailto:AP_Invoices_SCG@semprautilities.com). All invoices submitted (a) must reference this Agreement’s number and the invoice contact (i.e., **Ana Aceves**), and (b) must have complete supporting documentation of all charges incurred. If Contractor’s invoice price for the Work does not match the prices set forth in this Agreement, Company shall pay Contractor the lesser amount.

6.2 Contractor shall submit invoices no later than the fifth (5<sup>th</sup>) day of each month for Work performed in the immediately preceding month (whether or not such Work was completed in that month), *provided* that, with respect to Work to be paid pursuant to a milestone schedule, Contractor shall submit invoices no later than the tenth (10<sup>th</sup>) day following the satisfaction of the applicable milestone. Contractor acknowledges and agrees that its failure to provide to Company a complete and accurate invoice for Work no later than one hundred and twenty (120) days after the end of the applicable period set forth in the immediately preceding sentence may result in non-payment by Company for any Work covered by such invoice, and such nonpayment will not be a breach or default by Company under this Agreement.

7. **Payment.** Company shall make payment net 15 days after receipt and approval of an undisputed invoice. Company shall, at its option, make payment by credit card, check, or as an automated clearinghouse payment (if Contractor is enrolled to receive such payments). If Company makes payment by check, such payment shall be made to the following address:

**3390 University Avenue, Suite 200, Riverside, CA 92501**

Contractor agrees (a) to accept as full compensation for satisfactory performance of the Work, the compensation specified in Schedule C, and (b) that failure by Company to pay any amount in dispute until resolution of such dispute in accordance with this Agreement will not alleviate, diminish, modify, or excuse Contractor’s obligations to perform hereunder.

8. **Complete Agreement; List of Schedules.** This Agreement, which includes all Schedules and other documents attached hereto, constitutes the complete and entire agreement between the Parties and supersedes any previous communications, representations, or agreements, whether oral or written, with respect to its subject matter. The Parties agree that (a) there are no additions to, deletions from, or changes in any of the provisions of this Agreement, and no understandings, representations, or agreements concerning any of the same, which are not expressed in this Agreement, and (b) no trade usage, prior course of dealing, or prior course of performance hereunder will be a part of this Agreement or will be used in the interpretation or construction of this Agreement. The following Schedules are attached to this Agreement and incorporated herein by this reference:

- Schedule A – Additional Terms and Conditions
- Schedule B – Scope of Services
- Schedule C – Compensation

IN WITNESS WHEREOF, each Party has caused this Agreement to be executed by its authorized representative as of the Effective Date.

**Southern California Gas Company**

**Western Riverside Council of Governments**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

## **SCHEDULE A**

### ***Additional Terms and Conditions***

1. **Changes to the Work.** Company may, with 10 days' notice, in writing, direct or authorize Contractor to make changes to the Work within the general scope of this Agreement. All such changes must be agreed upon and authorized in writing by each Party before Contractor's implementation thereof. Company shall not be required to make any payment for any change that is not authorized in writing. If any change is performed by Contractor without such written authorization, Company may take the same actions and exercise the same rights and remedies with respect to such change that it would have with respect to the any of the Work as though such change were in fact authorized.
2. **Warranties.** Contractor warrants that it shall, and shall cause any and all Contractor Parties to perform the Work in a good and workmanlike manner, free from defects, in accordance with established professional business and ethical standards as well as those standards of care and diligence normally practiced by nationally recognized firms in performing services similar to the Work, and in conformity with each and every term of this Agreement, including any performance standards, drawings, specifications, and any other description of the Work set forth in this Agreement ("**Performance Standards**"). Company may reject any Services failing to meet such Performance Standards, and require Contractor to promptly repeat, correct or replace the Work, at no charge to Company or, at Company's election, Company may hire a third party to complete the Work at Contractor's expense. Contractor further warrants that any and all materials provided or made available in connection with the Work will be in accordance with applicable specifications, free from defects in design, material, workmanship, and title, fit for the purposes intended by Company, and of the kind and quality, and provide the performance, described in this Agreement.
3. **Inspection.** Any and all Work is subject to inspection, testing, and acceptance or rejection by Company at all times in accordance with the testing methods and acceptance criteria set forth in the scope of services or, if none, in accordance with such methods and criteria as Company determines before or at the time of any such inspection. Notwithstanding the foregoing, such right of inspection of the Work by Company will not relieve Contractor of responsibility for the proper performance of the Work, nor shall such inspection waive Company's right to reject the Work at a later date. Contractor shall provide to Company or Company's designee access to the Work, Contractor's facility(ies) where the Work is being performed, and sufficient, safe, and proper conditions for such inspection. Contractor shall furnish to Company such information concerning its operations or the performance of the Work as Company reasonably requests. It is Contractor's responsibility to schedule such inspections in a manner that enables completion of related and subsequent Work in accordance with the applicable schedules, and to identify and make easily accessible for inspection, any Work covered.
4. **Company Rules.**
  - 4.1 **Duty to Abide by Company's Rules.** At all times while on Company Property, Contractor shall strictly observe access routes, entrance gates or doors, parking, and temporary storage areas as designated by Company. Under no circumstances shall Contractor cause any vehicles or equipment relating to the Services to enter, be moved, handled, maintained, or stored upon any area not authorized in writing by Company.
  - 4.2 **Duty to Abide by Company's Security Procedures.** Contractor shall abide by Company's security procedures, rules, and regulations, and properly display identification badges at all times while on Company Property. Contractor shall abide by rules imposed within the rights of way of the Company. Contractor shall cooperate with Company's security personnel whenever on Company Property. Contractor shall comply with and observe all applicable regulatory security procedures and requirements, including all applicable Federal Energy Regulatory Commission Critical Infrastructure Protection Reliability Standards.
5. **Anti-Conduit Rules.** Contractor understands that the California Public Utilities Commission ("**CPUC**") and the Federal Energy Regulatory Commission ("**FERC**") have issued certain Affiliate Rules, including CPUC Decision ("D.") 06-12-029, FERC Order 697 (18 C.F.R. Section 35.39(g)), and FERC Order 717 (18 C.F.R. pt. 358 (2008)). Contractor and the Contractor Parties may be in receipt of or have access to non-public information that is subject to the foregoing rules. In accordance with those rules, Contractor understands and agrees, and shall cause the Contractor Parties to understand and agree not to disclose or allow access to: (1) any non-public information of San Diego Gas & Electric Company or Southern California Gas Company with any entity affiliated with such utilities by virtue of substantial, even if not majority, direct or indirect ownership other than the ultimate parent company of both such entities, Semptra Energy (each, a "**Semptra Subsidiary**"); (2) any non-public electric or gas marketing, procurement or transmission-related information of any Semptra Subsidiary with any other Semptra Subsidiary; (3) any non-public transmission-related information of any Semptra Subsidiary's transmission operations with persons participating in the performance of the same Semptra Subsidiary's or any other Semptra Subsidiary's electric or gas procurement, marketing or other merchant functions; or (4) any gas procurement, marketing or merchant information associated with Southern California Gas Company's merchant function with persons participating in the performance of Southern California Gas Company's or San Diego Gas & Electric Company's gas operations function. In addition, per Resolution E-4874, the CPUC prohibits electric corporations with Community Choice Aggregator Codes of Conduct from using their contractors and consultants in a manner that circumvents such Codes of Conduct, and to the extent applicable, Contractor must comply with such Codes of Conduct. Contractor and its subcontractors understand and agree that they may be required to complete training regarding the foregoing at the Company's sole discretion.
6. **Independent Contractor; Employee Benefits.**
  - 6.1 **Contractor's Relationship with Company.**
    - 6.1.1 The Parties acknowledge and agree that (a) Contractor is an independent business separate from Company that will perform the Work as an independent contractor, and no principal-agent or employer-employee relationship or joint-venture partnership will be created with Company, (b) Company has no authority to direct or control the means or methods by which the Work will be performed, and (c) Contractor is free to contract with others for similar services.
    - 6.1.2 Contractor agrees (a) to provide and maintain its own business premises, equipment, and supplies at its sole expense, (b) that, in accordance with industry practices, it will not employ or utilize for the Work any Contractor Party unskilled in the Work, (c) that it shall use prudent business practices in its relationships with each Contractor Party, and (d) that it will not hold itself or its employees out as employees or agents of Company.
    - 6.1.3 Contractor represents to Company that Contractor and each Contractor Party is properly licensed, fully experienced, and possesses the requisite education, technical certifications, training, and qualifications (including all necessary authorizations) to perform the Work, in addition to being properly equipped, organized, staffed, and financed to handle such Work.
  - 6.2 **Individuals Performing the Work; Benefits and Affordable Care Act.** Regardless of the nature or duration of any assignment with Company, neither Contractor, any Contractor Party, nor any other individuals performing Work will be eligible for or entitled to participate in any of Company's employee benefit plans, programs, policies, or practices which may now or in the future be in effect, including any pension, retirement, or 401(k) plan; any profit sharing, stock option, bonus or incentive compensation plan; any life or health insurance plan; any vacation or holiday pay plan; or any separation payment plan. Contractor shall, and shall require that the appropriate Contractor Party is contractually obligated (a) to treat individuals performing the Work as its employees for the purposes of satisfying the requirements of the Affordable Care Act, including the associated reporting requirements of requirements of IRC Sections 4980H and 6056, and the requirements of Sections 18A and 18B of the Fair Labor Standards Act, and (b) to offer minimum essential coverage that is both affordable and of minimum value to all individuals performing Work who are full-time employees (and their dependents) in accordance with IRC Section 4980H and the regulations issued thereunder, *provided* that the Contractor or applicable Contractor Party is a "large employer" subject to Section 4980H.
7. **Intellectual Property.**
  - 7.1 The Parties acknowledge and agree that the Company, on behalf of their Customers, shall own all data, reports, information, manuals, computer programs, works for authorship, designs or improvements or equipment, tools or processes (collectively "**Developments**") created by the Contractor in the performance of this Agreement. Developments do not include equipment or infrastructure purchased for research, development, education or demonstration related to energy efficiency. The Company hereby grant to the Contractor a permanent and irrevocable, royalty-free, non-exclusive license to use such Developments for the purpose of implementing the Programs, and shall execute such other documents as may be necessary or desirable to effectuate such grant
  - 7.2 **Contractor Intellectual Property.** Contractor and each Contractor Party shall retain ownership of all licenses, trade secrets, copyrights, patents, service marks, trade names, trademarks, franchises, permits, proprietary information, and other ownership rights related to the Work ("**Intellectual Property Rights**") that it or they developed or acquired before the Effective Date or separately from its or their performance under this Agreement ("**Contractor Intellectual Property**"), *provided* that Contractor Intellectual Property does not include any Inventions or Work Product or Intellectual Property Rights in such Inventions or Work Product. Contractor hereby grants to Company, and shall cause each Contractor Party to grant to Company, an irrevocable, assignable, nonexclusive, perpetual, worldwide, royalty-free, unrestricted license to use, copy, distribute, and make derivatives of any Contractor Intellectual Property or any other proprietary rights and specialized knowledge of Contractor for the sole purpose of Company's or its affiliates' business.
  - 7.3 **Company Intellectual Property.** Company will retain ownership of any and all specifications, documentations, and other material provided by Company to Contractor in connection with the Work, as well as any and all Intellectual Property Rights therein or thereto ("**Company Intellectual Property**"); *provided* that Company Intellectual Property does not include any Contractor Intellectual Property. Contractor hereby grants Company an irrevocable, assignable, non-exclusive, perpetual, worldwide, royalty-free, and unrestricted license to use and sublicense others to use, any modification, or improvement made by or for Contractor of Company Intellectual Property, for the sole purpose of Company's or its affiliates' business.
  - 7.4 **Enforcement.** If requested by Company, Contractor agrees to take all actions necessary, at Company's sole cost and expense, to obtain, maintain or enforce patents, copyrights, trade secrets, and other Intellectual Property Rights in connection with any Invention or Work Product.
8. **Indemnity.**

- 8.1 General Indemnity. Reserved.
- 8.2 Liens. Reserved.
- 8.3 Intellectual Property Indemnity. Reserved.
- 8.4 Indemnity Respecting Individuals Performing the Work. Reserved.
- 8.5 Assumption of Defense. Reserved.
- 8.6 Design Professionals. Reserved.
- 8.7 No Statutory Limitation: Survival. Reserved.
- 8.8 Indemnity by Contractor. Contractor shall indemnify, defend and hold harmless SoCalGas, and its respective successors, assigns, affiliates, subsidiaries, current and future parent companies, officers, directors, agents, and employees, from and against any and all expenses, claims, losses, damages, liabilities or actions in respect thereof (including reasonable attorneys' fees) to the extent arising from (a) Contractor's negligence or willful misconduct in Contractor's activities under the Program or performance of its obligations hereunder, or (b) Contractor's breach of this Agreement or of any representation or warranty of Contractor contained in this Agreement.

8.9 Indemnity by SoCalGas. SoCalGas shall indemnify, defend and hold harmless Contractor, and its respective successors, assigns, affiliates, subsidiaries, current and future parent companies, officers, directors, agents, and employees, from and against any and all expenses, claims, losses, damages, liabilities or actions in respect thereof (including reasonable attorneys' fees) to the extent arising from (a) such SoCalGas's negligence or willful misconduct in such SoCalGas's activities under the Program or performance of its obligations hereunder or (b) such SoCalGas's breach of this Agreement or any representation or warranty of such SoCalGas contained in this Agreement.

8.10 LIMITATION OF LIABILITY. NO PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR STRICT LIABILITY INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OF OR UNDER-UTILIZATION OF LABOR OR FACILITIES, LOSS OF REVENUE OR ANTICIPATED PROFITS, COST OF REPLACEMENT POWER OR CLAIMS FROM CUSTOMERS, RESULTING FROM A PARTY'S PERFORMANCE OR NONPERFORMANCE OF THE OBLIGATIONS HEREUNDER, OR IN THE EVENT OF SUSPENSION OF THE AUTHORIZED WORK OR TERMINATION OF THIS AGREEMENT.

**9. Insurance**. Insurance requirements are set forth as follows, but do not limit the amount or scope of liability of Contractor under this Agreement. The following constitutes the minimum insurance and requirements relating thereto:

9.1 On or before the Effective Date, and thereafter during the later of the Term and, unless otherwise set forth herein, the completion of all of Contractor's obligations hereunder, Contractor shall provide Company with (a) current certificates of insurance and all renewals thereof, and (b) all endorsements required by this Article, in each case, executed by an authorized representative of each insurer, as evidence of all insurance policies required under this Article. Contractor shall submit such certificates via e-mail to [sempraenergy@ebix.com](mailto:sempraenergy@ebix.com). No insurance policy may be canceled, materially revised, or subject to non-renewal without at least thirty (30) days advance Notice being given to Company or, with respect to a non-payment of a premium, at least ten (10) days advance Notice. Insurance shall be maintained without lapse in coverage during the later of the Term and, unless otherwise set forth herein, the completion of all of Contractor's obligations hereunder. Upon Company's request, Contractor shall permit Company to view copies of Contractor's policies of insurance.

9.2 All required policies of insurance must be written by companies having an A.M. Best rating of "A-, VII" or better, or equivalent.

9.3 Company and its parent company, and its subsidiaries, affiliates and their respective officers, directors, and employees, shall be named as additional insureds by applicable endorsement for all policies listed in this Article except for Workers' Compensation and Professional Liability. In the event the policies include a "blanket additional insured endorsement where required by contract," the following language added to the certificate of insurance will satisfy Company's requirement: "**Southern California Gas Company**, its parent, its affiliates, and each of their respective directors, officers, agents and employees are included as additional insured with respect to liability arising out of the work performed by Contractor or any of its subcontractors." The Commercial General Liability insurance policy shall include (a) a severability of interest or cross-liability clause, and (ii) additional insured endorsements evidencing ongoing and completed operations endorsements – ISO forms CG2010 and CG2037, or their equivalent.

9.4 The required policies, and any of Contractor's policies providing coverage excess of the required policies, shall provide that the coverage is primary for all purposes and Contractor shall not seek any contribution from any insurance or self-insurance maintained by Company.

9.5 Contractor shall be solely responsible for any deductible or self-insured retention on insurance required hereunder this Agreement.

9.6 Each policy of insurance required to be obtained and maintained by Contractor as described herein shall contain a waiver of subrogation in favor of Company.

9.7 At all times during the later of the Term and, unless otherwise set forth herein, the completion of all of Contractor's obligations hereunder, Contractor shall provide and maintain, at Contractor's expense, the following types of insurance:

9.7.1 Commercial General Liability Insurance. Contractor shall maintain commercial general liability insurance written on an occurrence basis in the amount of not less than \$2,000,000 per occurrence. If the policy maintains a policy aggregate, such aggregate shall not be less than twice the per occurrence limit. Coverage shall be at least as similar to or broad as the Insurance Services Office Commercial General Liability Coverage. Such insurance shall include coverage for products/completed operations, broad form/blanket contractual liability for written contracts, property damage and personal injury liability, premises/operations, independent contractor liability, and pollution (including hostile fire) liability. Defense costs shall be provided as an additional benefit and may be included within the limits of liability. Such insurance will have no wildfire, explosion, collapse, or underground exclusions. Coverage limits may be satisfied using an umbrella or excess liability policy that satisfies the requirements of this Article.

9.7.2 Commercial Automobile Liability Insurance. Contractor shall maintain automobile liability insurance (including coverage for owned, non-owned, and hired automobiles) covering vehicles used by Contractor in connection with the Work in the amount of not less than \$1,000,000 combined single limit per occurrence for bodily injury, death and property damage (including loss of use thereof). Contractor's automobile liability insurance coverage shall contain appropriate no-fault insurance provisions or other endorsements in accordance with Applicable Laws. Coverage shall be at least as broad as the Insurance Services Office Business Auto Coverage form covering Automobile Liability, code 1 "any auto." Coverage limits may be satisfied using an umbrella or excess liability policy that satisfies the requirements of this Article.

9.7.3 Workers Compensation Insurance. In accordance with the laws of the State(s) in which the Services will be performed, Contractor shall maintain in force workers compensation insurance for all of its employees. If applicable, Contractor shall obtain U.S. Longshore and Harbor Workers compensation insurance, separately, or as an endorsement to workers compensation insurance. Contractor shall also maintain employer's liability coverage in an amount of not less than \$1,000,000 per accident and per employee for disease. In lieu of such insurance, Contractor may maintain a self-insurance program meeting the requirements of the State(s) in which the Services will be performed along with the required employer's liability insurance.

- 9.7.4 Reserved.
- 9.7.5 Reserved.
- 9.7.6 Reserved.
- 9.7.7 Reserved.
- 9.7.8 Reserved.

9.8 Contractor shall require each Contractor Party that performs any of the Work to obtain insurance policies and limits consistent with the insurance requirements set forth in this Article, provided that (a) the requirements regarding excess or umbrella liability insurance will not apply to such Contractor Parties so long as Contractor's excess or umbrella liability insurance provides coverage for the performance of Work by all Contractor Parties, unless Company specifically requires otherwise, and (b) aviation liability insurance requirements, if any, will only apply to Contractor Parties performing aviation Work.

**10. Compliance with Applicable Laws and Company Documentation**. At all times during Contractor's performance of its obligations under this Agreement, Contractor shall, and shall cause each Contractor Party:

10.1 To comply with and observe all EH&S Laws and any and all other applicable laws, permits, statutes, licenses, rules, regulations, codes, ordinances, judgments, decrees, writs, legal requirements, orders or the like, of any governmental agency, and the written interpretations thereof, including any statute, law, rule, regulation, code, ordinance, judgment, decree, writ, order or the like, regulating or relating to this Agreement, Company, Contractor, or a Contractor Party (collectively, together with the EH&S Laws, "Applicable Laws");

10.2 To have and maintain in effect all licenses, permits, registrations, certificates, trainings, and approvals required by any Applicable Law or governmental agency, including all necessary and appropriate licenses issued by the Contractor's State License Board.

**11. Default**. Contractor shall be in default under this Agreement if any of the following occurs (each such default, a "Default"): (a) Contractor becomes bankrupt or insolvent, however so evidenced; (b) Contractor fails to comply with, or otherwise breaches any representation, warranty, covenant, or obligation of Contractor under this Agreement; (c) Contractor executes any requirement or obligation of Contractor under this Agreement in bad faith; or (d) Contractor fails to make timely progress in the performance of the Services.

**12. Remedies**. If a Default occurs, Company will have the following rights and remedies and may elect to pursue any or all (or any combination) of them: (a) Company may (i) terminate this Agreement, or may terminate Contractor's right to proceed with all or any part of the Work, by giving Notice of such termination to Contractor, with such termination to be effective upon delivery of such Notice, and (ii) seek recovery for any and all Liabilities arising out of or in connection with such Default, including Liabilities arising out of or in connection with Company's attempts to remedy such Default; (b) Company may procure, upon such terms and in such manner as Company deems appropriate,

services similar to that specified in this Agreement, and Contractor shall be liable to Company for all direct and indirect losses and excess costs in procuring the same, which losses or costs Company may offset against any payments owed or due to Contractor; or (c) Company may pursue any other right or remedy that may be available to Company at law or in equity as a result of such Default. If, following the exercise of Company's termination rights provided in this Article, it is determined for any reason by a tribunal of competent jurisdiction that Contractor was not in Default under this Agreement, the Parties' rights and obligations shall be the same as if Notice of termination had been issued pursuant to the Article entitled "Termination for Convenience."

**13. Termination for Convenience.** Company may terminate this Agreement (or any part thereof) at any time and for any reason for its sole convenience upon providing two (2) business days' advance Notice to Contractor ("**Termination for Convenience**"). Contractor's sole right to compensation as a result of such termination will be limited to amounts due and payable by Company under this Agreement incurred before the effective date of termination, including any such amounts for Work executed before to the effective date of termination ("**Termination Charges**"). Contractor shall fully justify and document to Company, in writing, any Termination Charges claimed. In no event shall Contractor be entitled to payment for Work that has not been authorized by Company, or is not yet performed, or any anticipated profits for any Work that has not been authorized or performed. Company shall make payment of Termination Charges no later than forty-five (45) days after receipt of Contractor's written submittal of charges and justification to Company's satisfaction. Company will have the right to review and verify any Termination Charges claimed by Contractor before payment.

**14. Retention.** Company will have the right to withhold a retention from payments due Contractor. The amount of the retention will be paid within 45 days after the "date of completion," as defined by California Civil Code Section 8180, *provided* that Company may require Contractor to provide conditional or unconditional lien releases as a condition to release of the retention and such additional amounts due Contractor as necessary until such liens have been satisfied by Contractor. In addition, Company may use the retention to satisfy directly the claim of any lienor.

**15. Audit.** Company may designate its own employee representative(s) or its contracted representative(s) with a certified public accounting firm, who will have the right to audit and to examine any cost, payment, settlement, or other supporting documentation relating to this Agreement. Any such audit(s) will be undertaken by Company or its representative from a certified public accounting firm at reasonable times during normal business hours. Contractor agrees to fully cooperate with such audit(s). Contractor shall include a clause similar to the one immediately above in its arrangements with each Contractor Party reserving the right to designate Contractor's own employee representative(s), its contracted representative(s) from a certified public accounting firm, or representative(s) from Company, who will have the right to audit and to examine any cost, payment, settlement or other supporting documentation resulting from any item related to this Agreement. Company shall provide Notice to Contractor of any exception taken as a result of an audit of Contractor, and Contractor shall refund to Company no later than ten (10) days of such Notice the amount of any such exception.

**16. Contractor's Liability for Taxes.** Contractor assumes exclusive liability for and shall pay before delinquency, all federal, state, regional, municipal, or local sales, use, excise and other taxes, charges or contributions imposed on, with respect to, or measured by (a) the Services, and all other materials, supplies or labor furnished hereunder, (b) the wages, salaries or other remunerations paid to individuals employed in connection with, the performance of the Services, and (c) any failure of Contractor or any Contractor Party to comply with the Affordable Care Act with respect to individuals performing the Services.

**16.1 Tax Treatment of Individuals.** Without limiting the generality of this Article, Contractor agrees to treat, and shall cause each Contractor Party to treat, all individuals performing the Services as employees of Contractor or Contractor Party, as applicable, for purposes of federal and state income taxes, Social Security, and Medicare taxes, unemployment and disability insurance premiums. Contractor agrees that, at any time during the performance of this Agreement, Company will have the right to audit Contractor's compliance with this provision in accordance with the Article entitled "Audit."

**16.1.2 California Withholding.** To the extent any portion of the Services is performed in the State of California, either: (a) Contractor represents that Contractor is a California resident or registered with the California Secretary of State and shall provide Company with an original and a copy of Form 590, Withholding Exemption Certificate, in accordance with California Revenue and Taxation Code Section 18662 and regulations thereunder; or (b) seven percent (7%) of all compensation payable to Contractor for the Services performed in California shall be withheld in accordance with applicable California Franchise Tax Board ("**FTB**") regulations, unless Company has been notified in writing by FTB that withholding is waived or a lower rate or withholding is authorized.

**16.1.3 Minimization of Tax Liability.** Contractor and Company shall cooperate in good faith to minimize their respective tax liability to the extent legally permissible (and with no duty to increase either Party's tax liability), which, with respect to Contractor, includes separately stating taxable charges on Contractor's invoices and supplying resale and exemption certificates, if applicable, and any other information reasonably requested by Company.

**16.1.4 Confidentiality Exception.** Notwithstanding anything to the contrary set forth herein or in any other written or oral understanding or agreement to which the Parties are parties or by which they are bound, the Parties acknowledge and agree that: (a) any obligations of confidentiality contained herein and therein do not apply and have not applied from the commencement of discussions between the Parties to the tax treatment and tax structure of any transaction related to the Services or any other transactions or arrangements; and (b) each Party (and each of its employees, subcontractors, suppliers, representatives, or other agents) may disclose to any and all persons or entities, without limitation of any kind, the tax treatment and tax structure of any transaction and all materials of any kind (including opinions or other tax analyses) that are provided to such Party relating to such tax treatment and tax structure, all within the meaning of Treasury Regulations Section 1.6011-4; *provided* that the foregoing is not intended to affect any privileges that each Party is entitled, in its sole discretion, to maintain, including with respect to any confidential communications with its attorney or any confidential communications with a federally authorized tax practitioner under Internal Revenue Code ("**IRC**") Section 7525.

**17. Entry onto Property.** Without limiting the generality of any other provision of this Agreement, to the extent that any Work requires Contractor to enter onto Company property (including any property held in fee, under an easement, lease, license, right of entry or other interest, in whole or part) (collectively, "**Company Property**"), Contractor shall comply with the following provisions: (a) Contractor shall, and shall cause each Contractor Party to make best efforts to minimize interference with any existing use of Company Property by Company or its assignees; (b) Contractor's right to enter Company Property is expressly conditioned upon the right of Company to commence or resume the use of the Company Property whenever in the interest of its service to its patrons or consumers it shall appear necessary or desirable to do so, as provided in General Order 69-C or any revision thereof or amendment thereto, issued by the CPUC; (c) Contractor shall, before the termination of the Work occurring on Company Property, restore the Company Property to the same condition, or as nearly the same condition as reasonably possible, to that which existed immediately before Contractor's entry; (d) **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CONTRACTOR WAIVES ALL CLAIMS CONTRACTOR MIGHT HAVE AGAINST EACH AND EVERY INDEMNITEE FOR ANY INJURY, ACCIDENT, ILLNESS, PROPERTY DAMAGE, DEATH OR OTHER OCCURRENCE ARISING IN ANY MANNER WHATSOEVER OUT OF CONTRACTOR'S OR ANY CONTRACTOR PARTY'S PRESENCE ON COMPANY PROPERTY;** (e) **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CONTRACTOR EXPRESSLY ASSUMES ALL RISKS OF CONTRACTOR'S AND ANY CONTRACTOR PARTY'S ENTRY ONTO THE COMPANY PROPERTY, INCLUDING ANY INJURY, DAMAGE, OR LOSS SUFFERED BY CONTRACTOR OR ANY CONTRACTOR PARTY OR ANY EMPLOYEE, REPRESENTATIVE OR AGENT THEREOF ARISING OUT OF ANY DISCLOSED OR UNDISCLOSED DEFECT, HAZARD OR PRESENCE OF ANY MATERIAL ON THE COMPANY PROPERTY;** and (f) Contractor shall not create nor cause to exist on the Company Property any public or private nuisance, or any other condition that would present a threat to the Company Property, human health & safety, or the environment. Contractor shall also not store or park, and shall not cause to be stored or parked, on the Company Property, any equipment, vehicle, machine, tool, or other device, that is not in compliance with any local, state or federal law or regulation, including the California Air Resources Board's ("**CARB**") statewide portable equipment registration program, and CARB's air toxics control measure for portable diesel-fueled engines.

**18. Customer Confidentiality Requirements.**

**18.1.1 Definition.** Non-Disclosure. WRCOG, its employees, agents and Contractors shall not disclose any Confidential Customer Information (defined below) to any third party during the term of this Agreement or after its completion, without WRCOG having obtained the prior written consent of such Utility, except as provided by law, lawful court order or subpoena and provided WRCOG gives such Utility advance written notice of such order of subpoena.

**18.1.2 Limited Use: Nondisclosure.** Confidential Customer Information. "Confidential Customer Information" includes, but is not limited to, a Utility customer's name, address, telephone number, account number and all billing and usage information, as well as any Utility customer's information that is marked "confidential". If WRCOG is uncertain whether any information should be considered Confidential Customer Information, WRCOG shall contact the Utility prior to disclosing the customer information.

**18.1.3 Court or Administrative Order.** Notwithstanding any other provisions of this Article, Contractor may disclose any of the Confidential Information in the event, but only to the extent that, based upon reasonable advice of counsel, Contractor is required to do so by the disclosure requirements of any law, rule, or regulation, or any order, decree, subpoena, or ruling or other similar process of any court, governmental agency, or regulatory authority. Before making or permitting any such disclosure, Contractor shall provide Company with prompt Notice of any such requirement so that Company (with Contractor's assistance if requested by Company) may seek a protective order or other appropriate remedy.

**18.1.4 Publicity.** Except in the event Contractor is required to disclose any Confidential Information in accordance with the foregoing provisions, Contractor shall not, without the prior written consent of Company, disclose to any third party (a) the fact that such Confidential Information has been made available to Contractor, or (b) the existence of any ongoing business relationship between the Parties.

**18.1.5 Document Retention.** Upon Company's request (and, in addition, if Contractor has obtained Confidential Customer Information, at the earlier of (a) the end of the Term, and (b) any time during the Term when such Confidential Customer Information is no longer necessary to perform the Services), Contractor shall promptly deliver to Company or destroy if so directed by Company (with such destruction to be certified to Company) all documents (and all copies thereof, however stored) furnished to or prepared

by Contractor that contain or are based on or derived from Confidential Information and all other portions of documents in Contractor's possession that contain or that are based on or derived from Confidential Information. Notwithstanding the foregoing, Contractor will not be required to return or destroy Confidential Information that has been created solely by Contractor's automatic archiving and back-up procedures, but only to the extent created and retained in a manner consistent with such procedures and not for any other purpose, and provided that such automatically archived or backed-up copies will be subject to the confidentiality provisions of this Article.

**18.1.6 Survival.** Notwithstanding the return or destruction of all or any part of the Confidential Information, the provisions of this Article shall nevertheless remain in full force and effect with respect to specific Confidential Information until the date that is five (5) years after the date of disclosure of such Confidential Information, except as to GIS Data, CEII, and Confidential Information about, regarding or attributable to Company's or its affiliates' customers ("**Confidential Customer Information**"), for which information the provisions of this Article shall remain in full force and effect in perpetuity. Moreover, Contractor represents, warrants, and covenants that security procedures and practices appropriate to the nature of the GIS Data, CEII, and Confidential Customer Information involved are in place on the Effective Date and will be used at all times to protect the GIS Data, CEII and Confidential Customer Information from unauthorized access, destruction, use, modification, or disclosure. Without limiting the generality of the foregoing or any other provision of this Agreement, Contractor shall access, collect, store, use, and disclose the Confidential Customer Information under policies, practices, and notification requirements no less protective than those under which Company operates as required by Company's tariffs regarding privacy and security protections for energy usage data.

**18.1.7 Remedies.** The Parties acknowledge that the Confidential Information is valuable and unique, that damages would be an inadequate remedy for breach of this Article, and that the obligations of Contractor are specifically enforceable. Accordingly, the Parties agree that in the event of a breach or threatened breach of this Article by Contractor, Company, its direct and indirect parent company(ies), subsidiaries or affiliates, which shall be third party beneficiaries of this Agreement, shall be entitled to seek an injunction preventing such breach, without the necessity of proving damages or posting any bond. Any such relief shall be in addition to, and not in lieu of, monetary damages or any other legal or equitable remedy available to Company, its direct and indirect parent company(ies), subsidiaries or affiliates.

**19. Use of Company Equipment.** Contractor acknowledges and agrees that if Company furnishes any tools or equipment to Contractor to perform the Work, (a) such tools or equipment will be provided by Company only as a convenience and only after Contractor executes Company's standard check-out agreement for such tools or equipment, (b) Contractor shall assume sole risk, responsibility, and liability for such loaned tools or equipment while in Contractor's control or possession, including any loss, damage, destruction, theft, maintenance, and repair of such tools or equipment, (c) Contractor shall inspect such tools or equipment before Contractor's use and be satisfied that such tools or equipment are in good repair and working condition, (c) Contractor shall adequately and properly train all personnel that will use any such tools or equipment in its correct, intended, and safe use, and (d) Contractor shall actively supervise, with trained personnel, all personnel using such tools or equipment to ensure that the use of the tool or equipment is correct, safe, in accordance with the intended use, and creates no risk of injury or damage to individuals or property.

**20. Offset.** Company may, upon providing Notice to Contractor, setoff any amount due from Contractor, whether or not under this Agreement, against any amount due Contractor or claimed to be due by Contractor under this Agreement. In addition, Company may withhold from Contractor any amount sufficient to reimburse Company for any Liability for Contractor's actual, alleged, or reasonably probable failure, based on factual evidence, to comply with the terms of this Agreement.

**21. Contractor Diversity.** Company's policy is to provide maximum opportunities for women, minority, and service-disabled veteran business enterprises, lesbian, gay, bisexual or transgender (LGBT) business enterprises, and socially and economically disadvantaged small business concerns (collectively, "**DBEs**") to participate in the performance of contracts. Company expects, as satisfactory performance under this Agreement, Contractor to utilize DBE Contractor Parties when feasible and to use good faith efforts to set and attain goals in parity with Company goals when contracting for work with Company. Contractor shall submit on a timely basis any documentation required by Company to report Contractor's DBE expenditures in connection with this Agreement. Contractor shall submit all documentation required by Company to report such verified DBE expenditures in accordance with **Schedule D**.

**22. Assignment.** Contractor shall not permit this Agreement or any of Contractor's rights or obligations hereunder to be assigned or delegated voluntarily, involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner, without Company's prior written consent, and any attempted assignment without such consent will be null and void; provided that (a) no such written consent by Company shall discharge Contractor from the performance of its obligations under this Agreement, and (b) Contractor shall remain jointly and severally liable with any permitted assignee or delegatee for any failure to comply fully with all obligations under this Agreement. Company may assign or delegate in whole or in part its rights and obligations under this Agreement without the consent of Contractor.

**23. Time.** Contractor agrees that the performance of the Services are essential to Company and, hence, TIME IS OF THE ESSENCE in performing all of Contractor's obligations hereunder.

**24. Governing Law.** This Agreement will be governed by the internal laws of the State of California, excluding its conflicts of law provisions.

**25. Disputes; Venue.** Any dispute will be referred to Company's Director for Supply Management and an officer of Contractor for resolution. If Company and Contractor cannot reach an agreement within a reasonable time, Company and Contractor will have the right to pursue litigation. If litigation is initiated to enforce or interpret any term of this Agreement, the Parties agree that (a) the action will be brought in the Superior Court of the County of Los Angeles, California (or, if the federal courts have exclusive jurisdiction over the subject matter of the dispute, in the U.S. District Court for the Central District of California), and the Parties submit to the exclusive jurisdiction of said court, and (b) unless Company provides Notice to Contractor to the contrary, in no event will the litigation of any controversy or the settlement thereof delay the performance of this Agreement.

**26. Survival.** The obligations imposed on Contractor pursuant to each Article, which by its terms contains or refer to subject matter which relates to time periods subsequent to the Term, including "Taxes," "Intellectual Property," "No Publicity; Ex Parte Communications," "Disputes; Venue," and this Article, will survive termination of this Agreement and final payment to Contractor.

**27. Equal Employment Opportunity.** Company is an equal opportunity employer and federal contractor or subcontractor. Consequently, the Parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The Parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.

**28. No Publicity; Ex Parte Communications.** Contractor shall not, without Company's prior written consent, engage in advertising, promotion, or publicity related to this Agreement, or make public use of any Company identification in any circumstances related to this Agreement or otherwise. "**Identification**" means any corporate name, trade name, trademark, service mark, insignia, symbol, logo, or any other product, service, or organization designation, or any specification or drawing owned by Company or its affiliates or any representation thereof. Contractor acknowledges that Company is subject to ex parte communications rules, which apply to its communications with the regulatory bodies having jurisdiction over it, including the CPUC and FERC. Contractor shall not, in the course of, or with respect to any regulatory proceeding under which such rules apply, engage in any communication with a government official relating to Company or this Agreement without Company's prior written approval.

**29. Excusable Delays.** Contractor shall notify Company in writing immediately of any delay or anticipated delay in Contractor's performance of this Agreement due to causes or circumstances beyond the reasonable control of Contractor. Notice shall include the reason for and anticipated length of the delay. Company may determine, in its sole judgment, to extend the date of performance for a period equal to the time lost by reason of the delay. Contractor shall not be eligible under any circumstances for additional compensation due to any such extension of time. Any extension of time pursuant to this Article shall be documented by a written amendment to this Agreement signed by the parties. Examples of such possibly excusable delays are natural calamities, strikes and boycotts, war or civil unrest or governmental actions and other events that are commonly deemed force majeure events. None of the foregoing, however, shall require Company to grant any extension of time for completing the Work.

**30. Reports.** Contractor shall provide periodic status reports as requested by Company Representative. The status reports shall make periodic comparisons of the Services rendered to date against the scope of work, including any milestones and costs. Such reports shall include an explanation of any significant variations, an identification of any potential or known developments that may impact Company, Contractor or the Services and any corrective actions implemented.

**31. Contractor Parties.**

**31.1.1 Approval of Subcontractors.** If this Agreement contains a list of Contractor Parties approved by Company for the performance of some or all of the Work, Contractor must obtain Company's written consent before retaining any subcontractor, supplier, or agent other than the those approved in this Agreement, if any. "**Contractor Parties**" means Contractor's agents, representatives, suppliers, subcontractors, and other individuals or entities, whether such Contractor Parties are employed directly or indirectly by Contractor to perform the Work.

**31.1.2 Disqualification.** Company reserves the right to disapprove of any Contractor Party, in its sole discretion, for the following reasons: (a) Company deems such Contractor Party unqualified to perform the Work; (b) such Contractor Party has a conflict of interest with Company, an employee of Company, Company's affiliates, or an agent, contractor or representative of Company; (c) Company determines that such Contractor Party has an unacceptable safety or quality history, record, or number of incidents, or fails to provide a drug-free workplace; or (d) such Contractor Party is unable or unwilling to follow Company's safety and security procedures. In the event Company disapproves a Contractor Party performing Work on Company Property, Contractor shall promptly remove such Contractor Party from the jobsite and find an appropriate replacement Contractor Party to perform the Work. In addition, without limiting the generality of the Article entitled "Compliance with Applicable Laws and Company Documentation," each Contractor

Party performing Work hereunder, either directly or indirectly, must not constitute or otherwise be considered an “independent contractor,” as that term is used in California Assembly Bill 5, unless such Contractor Party is subject to an applicable exception therein.

31.1.3 **Incorporation into Subcontracts.** This Agreement must be incorporated by reference in any contract executed by Contractor and its Contractor Parties, and Contractor shall cause each Contractor Party to comply with the terms of this Agreement. Contractor shall at all times be responsible for the acts and omissions of its Contractor Parties, and all obligations of this Agreement will apply to each Contractor Party, whether or not such obligations explicitly refer to Contractor Parties. Contractor shall at all times be responsible for performance of all of the Work, whether performed by Contractor or any Contractor Party. Company is not responsible for the performance of any Work by any such Contractor Party. This Agreement does not give rise to any contractual relationship between Company and any Contractor Party.

32. **Suspension of Work.** Without terminating this Agreement, Company may immediately suspend the Work, or any portion thereof, by providing Contractor with 10 days written Notice. Company may suspend Work for any reason, including in the event of a safety violation by Contractor or any Contractor Party, or in order to prevent an incident that threatens the health or safety of persons or property. Contractor shall thereupon immediately discontinue and suspend the Work except such operations as may be necessary to prevent damage to property or to the performance of the Work already accomplished, including securing all equipment, securing and protecting all work materials, and preparing the area so that it meets safety, health, and environmental requirements. Contractor shall resume the Work if and when Company serves Contractor with Notice lifting the suspension.

33. **Validity.** The invalidity or unenforceability of any portion or provision of this Agreement will in no way affect the validity or enforceability of any other portion or provision hereof.

34. **No Waiver.** The failure of Company to insist upon or enforce, in any instance, strict performance by Contractor of any term of this Agreement, or to exercise any rights herein conferred will not be construed as a waiver to any extent of its right to assert, or rely upon any such terms or rights on any future occasion, and no waiver will be valid unless stated in a Notice.

35. **No Oral Modifications.** No modification or amendment of any provisions of this Agreement will be valid unless it is in writing and signed by authorized representatives of the Parties.

36. **Interpretation.** The term “includes” or “including” will not be deemed limited by the specific enumeration of items, but will be deemed without limitation. Unless the context requires, the term “or” is not exclusive. References to “Contractor Party” or “Contractor Parties” include Contractor Parties of any tier. References containing terms such as “hereof,” “herein,” “hereto,” and other terms of like import are not limited in applicability to the specific provision within which such references are set forth but instead refer to this Agreement taken as a whole. Whenever this Agreement specifically refers to any law, tariff or government department or agency, the reference also refers to any successor to such law, tariff or organization.

37. **Counterparts.** This Agreement may be executed in counterparts which, taken together, constitutes a single instrument.

38. **Authority.** Each individual executing this Agreement represents that: (a) he or she is authorized to execute and deliver this Agreement on behalf of his or her Party, and that this Agreement is binding upon such Party in accordance with its terms; (b) each Party, and with respect to Contractor, each Contractor Party, is a validly existing business entity in good standing under the laws of the state in which it is organized (and in the state of California, if different), and has the full right, power and authority to conduct its business and execute and deliver this Agreement in accordance with its terms; and (c) the execution, delivery, and performance of this Agreement has been authorized by all requisite action of such Party, and constitutes the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms.

39. **Negotiated Agreement.** The Parties have participated in negotiating and drafting this Agreement and, as such, the terms hereof will not be construed against a Party as the drafting Party.

40. **Several Liability.** In the event that more than one legal entity acquires goods or Services hereunder from Contractor and is a party to this Agreement, compensation payable or other obligations owed by each such entity with respect to any such goods or Services shall be exclusively the obligation of the entity that acquires such goods or Services. No such entity will have any liability whatsoever (whether by direct payment, offset or otherwise) in connection with such goods or Services acquired by any other such entity. Each such entity is severally and not jointly liable to Contractor hereunder, and each such entity disclaims any and all financial or other responsibility, except with respect to goods or Services that are furnished and invoiced to such entity. If Contractor is comprised of more than one entity, all such entities shall be jointly and severally liable for all obligations of Contractor under this Agreement.

*[End of Schedule A]*

**SCHEDULE B*****Scope of Services***

## 2021 Western Riverside Energy Partnership

Element A: Government Facilities

## Government Facilities Energy Efficiency Projects

The Contractor will work with Company staff and Western Riverside Council of Governments' (WRCOG) member agencies on developing a list of potential energy efficiency projects. The Contractor will continue to assist the Cities of Banning, Beaumont, Calimesa, Canyon Lake, Corona, Eastvale, Hemet, Jurupa Valley, Lake Elsinore, Menifee, Moreno Valley, Murrieta, Norco, Perris, Riverside, San Jacinto, Temecula, Wildomar, and the County of Riverside. In addition to these member cities, the Contractor will also support local water districts, community services districts, and school districts with energy efficiency support on an as needed basis with issues regarding core program coordination and respond to inquiries regarding the Partnership and implementation of municipal energy efficiency projects. This will include one-on-one "refresher" meetings with cities. Additionally, the Contractor will assist in following up with cities on incentive applications and project status.

Technical assistance for project management, training, audits, etc.

Technical support will include training and education for local government facility managers, energy managers and other staff in use of best practices methodology for identifying and implementing energy efficiency opportunities in their facilities. Additionally, assistance will be provided on the analysis of city facilities that will be conducted to identify demand reduction projects with energy conservation measure alternatives.

## Direct Install

The Contractor will work with cities on developing a list of potential Direct Install locations. The Contractor will continue to assist cities on an as needed basis with issues regarding Direct Install and respond to inquiries regarding the Partnership and implementation of municipal direct install projects.

## Toolbox Trainings and Information Sharing Sessions

Through existing committee structures, the Contractor will host a forum for city staff to share information on planned projects, learn about pilot projects and case studies, and discuss the latest technological developments. The Contractor plans on coordinating 2 information sharing sessions, where energy champions will learn from presentations focused on new technologies, best practices, or new incentives/rebates relevant to their work.

## Energy Managers Meeting

As a part of the ongoing Toolbox Trainings, the Contractor will host at a minimum of 3 Energy Champions Meetings, with a specific focus on Partnership activities. The focus of these meetings will include procurement and EE application requirements.

## On-Bill Financing

On-bill financing will offer a mechanism for facilitating the purchase and installation of comprehensive, qualified energy efficiency measures.

Element B: Strategic Plan

The Contractor will review the current Strategic Plan Menu with cities to determine if there is any applicable work that would benefit the cities. Work could include the following:

- Reach code adoption
- Code compliance and enforcement
- Develop an energy benchmarking tool
- Update the Energy Action Plan and/or energy chapter of a Climate Action Plan
- Educate local government officials on energy efficiency
- Establishment of revolving loan fund for energy efficiency projects
- Peer to Peer Support

Element C: Core Program CoordinationTargeted EE Campaign/Core and 3<sup>rd</sup> Party Program Coordination

The Contractor will develop a targeted campaign designed to increase participation in core program offerings from Company. (i.e. ESA/MIDI, Savings By Design, etc.)

## Outreach Education &amp; Marketing:

Contractor will utilize resources from both internal WRCOG outreach support and member agencies to release newsletters, program updates and ongoing communication with Contractor's staff to get the voice out on Company's programs. Examples can be seen below:

- a. WRCOG E-blast
- b. Social media
- c. City PIO support
- d. Flyers / Website outreach

As part of cross collaboration, Contractor aims to continue its collaboration opportunities with its neighboring LGP in San Bernardino County. Potential collaboration ideas include the following:

1. Joint Partnership meetings
2. Introduction of training opportunities for members such as Building Operators Certification (BOC)
3. Tour of CR&R Anaerobic digestion facilities

## Community Events

The Contractor will continue to participate in Partnership cities' community events as requested.

1. Holiday Events (5 in Fall / Winter)
  - a. Due to COVID-19, the Partnership team does not anticipate conducting events in Q1 or Q2 of 2021. The team will reevaluate the outreach support in Q3/ Q4.

**Additional Opportunities**

The Contractor’s team will coordinate with Company staff to grow and support Company’s vision on renewable energy solutions and provide resources / how-to guides / and potentially implement pilot programs to support the region in the area of Climate Change / Energy Resiliency.

<b>Activity</b>	<b>Company</b>
<b>e.g., Lunch &amp; Learns</b>	<i>e.g., 7 meetings</i>
<b>WREP Quarterly Meetings</b>	3 to 4 meetings
<b>Lunch &amp; Learns / Workshops</b>	2 meetings
<b>Chamber of Commerce Presentations – Utility Programs</b>	Provide Utility Program information to residential customers / business customers at local Chambers of Commerce
<b>Community Outreach Events</b>	Partnership staff to provide outreach at events to promote Company’s offerings

**Newsletter and Website**

The Contractor will develop an electronic newsletter which will be distributed to elected officials and staff within member agencies. These newsletters will highlight the Partnership’s accomplishments, feature articles on related news topics of interest, and inform them about upcoming events and programs. Additionally, the Contractor will maintain a website, which will include in-depth information about the Partnership and upcoming activities and links to updated Utility Core Programs.

**2021 Partnership Therm Savings Goals**

The following tables provide a summary of therm savings goals for 2021.

Savings Target	6,200 Therms
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**SCHEDULE C**  
***Compensation***

Company shall compensate Contractor for the Services at the rates set forth below in an amount not to exceed \$110,400.00 (as may be revised from time to time in accordance with this section, the “**NTE Amount**”). Contractor shall notify Company in writing when the costs incurred under this Agreement based upon this section equal 90 percent of the NTE Amount. Company will not be required to pay Contractor in excess of the NTE Amount unless and until, at Company’s sole option, Company elects in writing to increase the NTE Amount.

**2021 Category Budget**

<b>Category</b>	<b>Estimated Cost</b>
Administrative	\$10,000.00
Direct Implementation	\$90,000.00
Marketing & Outreach	\$10,400.00
NTE Amount	<b>\$110,400.00</b>

**2021 Title and Rate Table**

<b>Title</b>	<b>Rate / Hour</b>
Casey Dailey / Director of Energy & Environmental Programs	\$163.27
Andrew Ruiz / Chief Financial Officer	\$180.15
Farzad Habib / Accountant	\$73.06
Tyler Masters / Program Manager	\$144.04
Staff Analyst / Daniel Soltero	\$74.17
BB&K Attorney / Steve DeBaun	\$322.00

[End of Schedule C]



# Western Riverside Council of Governments Administration & Finance Committee

## Staff Report

**Subject:** PACE Programs Activities Update - Assessment District Administration Services  
**Contact:** Casey Dailey, Director of Energy & Environmental Programs, [cdailey@wrcog.us](mailto:cdailey@wrcog.us), (951) 405-6720  
**Date:** November 10, 2021

### **Requested Action(s):**

1. Recommend that the Executive Committee authorize the Executive Director to approve a Professional Services Agreement between WRCOG and David Taussig and Associates, Inc., doing business as dta.

### **Purpose:**

The purpose of this item is to request approval from the Administration & Finance Committee on the Professional Services Agreement with dta.

### **Background:**

*On December 7, 2020, the Executive Committee discontinued WRCOG's Residential Property Assessed Clean Energy (PACE) Program due to years of declining PACE assessments and the filing of bankruptcy by Renovate America. To ensure the ability to administer the Program, WRCOG's PACE Program was originally setup to pay itself and its partners, DTA, Public Financial Management (PFM), Best Best & Krieger (BB&K), and trustees Deutsche Bank and Bank of New York Mellon through the cost of issuance of each Residential PACE bond. As the Residential PACE Program winds down and the assessments continue to decrease over time (through pay-offs and refinances), costs related to providing these administrative services continue to be recovered through the Annual Assessment Administrative Fee.*

*This fee is charged to the property owner annually on their property tax bill and is either \$70, \$80, or \$95 depending on the year of the assessment.*

### **Request for Proposal (RFP) for Annual Administration of Assessment Districts and Micro-bond Sales**

WRCOG currently contracts for assessment district and micro-bond sales services related to WRCOG's PACE Programs with dta. These services are included as part of WRCOG's Residential and Commercial Programs. However, the current contract has reached its term as well as the number of issued amendments, per WRCOG's Procurement and Purchasing Policy. To align with WRCOG's Procurement and Purchasing Policy, staff developed and distributed an RFP on August 24, 2021, to solicit professional services for the annual administration of assessment districts and micro-bond sales to fund authorized WRCOG PACE Program facilities.

Staff received one proposal. This proposal was from the existing contractor, dta. Multiple WRCOG staff evaluated and interviewed the proposing firm and have determined that the proposing firm has the knowledge and expertise to cost effectively provide these professional services for WRCOG's PACE Programs.

The scope of services proposed by dta reflects that of the current contract and includes but is not limited to the following:

1. Formation of Assessment Districts and Bond Sales:
  - Assist the WRCOG project team with the preparation of required documents, including the Engineer's report (or other similar documents), assessment agreements, bond documents, and related items.
  - Review assessment documentation for each parcel.
  - Enter parcel data, such as the Assessor's Parcel Number (APN), debt service, and situs and mailing address, into dta's system.
  - Technical assistance and meeting support.
2. Annual Administration
  - Maintain a database of the parcels within each Program, which will include the APN, annual assessment amount, and all other relevant data.
  - Submit the annual assessment levy on or before August 10th of each year, or such other date specified by the applicable county, to the Auditor-Controller for inclusion on the consolidated property tax bills.
  - Review county records to determine which parcels are delinquent in the payment of taxes after each installment. dta shall prepare a Delinquency Report and may send reminder letters to delinquent property owners, as requested.
  - Provide the trustee with instructions regarding the allocation of assessments received.
  - Support responses to property owner questions.

Currently the incumbent consultant, dta, receives \$20 per assessment per year paid through the annual administrative fee paid by all property owners with WRCOG PACE assessments. This proposed contract (Attachment 1) will result in the consultant receiving \$25 per assessment per year, or approximately \$175,000 more per year, for the services provided. This increase is due, in part, to the existing workload involved in the administration of WRCOG PACE assessments and the fact that there are no new residential PACE assessments being issued by WRCOG. This increase will not result in any property owners with WRCOG PACE assessments realizing an increase in their annual administrative fee. The increase in cost will be realized through less revenue coming to WRCOG for its overall administration of the PACE Program.

Staff requests that the Administration & Finance Committee recommend that the Executive Committee authorize the Executive Director to approve the Professional Services Agreement with dta (Attachment 1).

**Prior Action(s):**

None.

**Fiscal Impact:**

The costs associated with this agreement are paid through administrative fees incurred by property owners with WRCOG PACE assessments.

**Attachment(s):**

[Attachment 1 - Professional Services Agreement with dta](#)

# WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS PROFESSIONAL SERVICES AGREEMENT

## 1. PARTIES AND DATE.

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the Western Riverside Council of Governments, a California public agency (“WRCOG”) and David Taussig and Associates, Inc., doing business as dta, a California corporation (“Consultant”). WRCOG and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

## 2. RECITALS.

### 2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by WRCOG on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing services for the formation and annual administration of an assessment district and micro-bond sales to fund authorized Property Accessed Clean Energy (PACE) Program facilities, is licensed in the State of California, and is familiar with the plans of WRCOG.

### 2.2 Project.

WRCOG desires to engage Consultant to render such professional services for Assessment Administration for the WRCOG PACE 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 services necessary for the formation and annual administration of an assessment district and micro-bond sales to fund authorized PACE Program facilities for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference, and which are stated in the proposal to WRCOG and approved by WRCOG’s Executive Committee. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from the date first hereinabove written and shall end three (3) years later, with no more than two options to renew or amend 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. The term of this Agreement may be extended by written agreement between the Consultant and the Executive Director of WRCOG.

### **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, to ensure timely implementation of the Project. 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: Andrea Roess, Managing Director.

3.2.5 WRCOG's Representative. WRCOG hereby designates Casey Dailey, Director of Energy & Environmental Programs, 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 Andrea Roess, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and

attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

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

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

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

### 3.2.10 Insurance.

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

3.2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subcontractors.

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

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); 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 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. The automobile liability policy shall be endorsed to state that: (1) WRCOG, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects WRCOG, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant’s scheduled underlying coverage. Any insurance or self-insurance maintained by WRCOG, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant’s insurance and shall not be called upon to contribute with it in any way.

(C) Workers’ Compensation and Employers Liability Coverage.

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

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

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

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

(ii) Consultant shall provide WRCOG at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to

non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to WRCOG at least ten (10) days prior to the effective date of cancellation or expiration.

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

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

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

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

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

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

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

3.2.10.8 Verification of Coverage. Consultant shall furnish WRCOG with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to WRCOG. The certificates and endorsements for each

insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by WRCOG if requested. All certificates and endorsements must be received and approved by WRCOG before work commences. WRCOG reserves the right to require complete, certified copies of all required insurance policies, at any time.

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

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

### **3.3 Fees and Payments.**

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B" attached hereto and incorporated herein by reference. Extra Work may be authorized, as described below; and if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to WRCOG a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. WRCOG shall, within forty-five (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 shall post copies at the Consultant’s principal place of business and at the project site. Consultant shall defend, indemnify and hold the WRCOG, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

### **3.4 Accounting Records.**

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of WRCOG during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

### **3.5 General Provisions.**

#### **3.5.1 Termination of Agreement.**

3.5.1.1 Grounds for Termination. WRCOG may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to WRCOG, and for which Consultant has not been previously compensated, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, WRCOG may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, WRCOG may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

**Consultant:** David Taussig and Associates, Inc. dba dta  
5000 Birch Street, Suite 3000  
Newport Beach, CA 92660  
Attn: Andrea Roess  
Facsimile: (949) 955-1590

**WRCOG:** Western Riverside Council of Governments  
3390 University Avenue, Suite 200  
Riverside, CA 92501  
Attn: Executive Director  
Facsimile: (951) 223-9720

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

### 3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive license for WRCOG to copy, use, modify, reuse, or sublicense 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 subcontractors to agree in writing that WRCOG is granted a non-exclusive license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no 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.

Notwithstanding the previous paragraph, all computer software (including without limitation financial models, compilations of formulas, spreadsheet models, source code, PACEAnalytics Software, dta Dashboards, and the Property Owner Portal), inventions, designs, programs, improvements, processes and methods (collectively, the "Proprietary Models") used or developed by Consultant in performing its work is proprietary and shall remain property owned solely by, or licensed by a third party to the Consultant. WRCOG acknowledges that any Proprietary Model that Consultant uses to generate reports pursuant to the Services is owned by, or is duly licensed from a third party to Consultant and is not being provided to WRCOG hereunder.

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

Intellectual Property prepared or developed by or on behalf of Consultant under this Agreement. Notwithstanding the above, computer software (including without limitation financial models, compilations of formulas and spreadsheet models, source code, PACEAnalytics Software, dta Dashboards, and the Property Owner Portal, prepared by Consultant are Instruments of Service of Consultant and shall remain the property of Consultant. Consultant shall likewise retain all common law, statutory and other reserved rights, including the copyright thereto.

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.

WRCOG further is granted by Consultant a non-exclusive 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 during the life of the Agreement. Upon termination of the Agreement, WRCOG shall no longer have a license to copy, use, modify, or sub-license any of Consultant's Proprietary models, which include PACEAnalytics Software, dta Dashboards, and the Property Owner Portal, or the source code related to any of these software programs.

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

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

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

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

3.5.6 Indemnification. Consultant shall defend, indemnify and hold the WRCOG, its officials, officers, 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 negligent or wrongful acts, omissions or willful misconduct of Consultant, its officials, officers, employees, agents, consultants and contractors and subcontractors, arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses. Consultant shall reimburse WRCOG and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs 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 the WRCOG, its directors, officials, officers, employees, agents or volunteers. No third party shall be a direct beneficiary of this Section 3.5.6. The covenants contained in this Section 3.5.6 shall survive the termination of this Agreement.

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

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

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

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

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

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

3.5.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term

referencing time, days or period for performance shall be deemed calendar days and not workdays. All references to Consultant include all personnel, employees, agents, and subcontractors of Consultant, except as otherwise specified in this Agreement. All references to WRCOG include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

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

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

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

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

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

3.5.19 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, 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 WRCOG's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

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

3.5.21 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party

warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

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

**3.6 Subcontracting.**

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

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

WESTERN RIVERSIDE COUNCIL  
OF GOVERNMENTS

DAVID TAUSSIG AND ASSOCIATES,  
INC., DBA DTA

By: \_\_\_\_\_  
Dr. Kurt Wilson  
Executive Director

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
General Counsel  
Best Best & Krieger LLP

## EXHIBIT "A"

### SCOPE OF WORK

dta shall provide the consulting services necessary to assist the WRCOG project team with the ongoing administration of WRCOG's PACE Programs. The Scope of Work is shown below as two separate phases.

#### **Phase I: Formation and Bond Sale**

Tasks to be completed by dta shall include the following:

- Assist WRCOG project team with the preparation of required documents, including the Engineer's report (or other similar documents), assessment agreements, bond documents, and related items.
- Review assessment documentation for each parcel.
- Enter parcel data, such as the Assessor's Parcel Number ("APN"), debt service, and situs and mailing address, into the dta system.
- Attend meetings and provide verbal consulting services and advice to the WRCOG project team.

#### **Phase II: Annual Administration**

Tasks completed by dta for each PACE program shall include the following:

##### Basic Tasks

The tasks under this section are included within our fee as explained in Exhibit B:

- dta will prepare its proprietary PACEAnalytics system for the tasks related specially to the administration of the program, including the following:
  - Populate the property owner web portal database with WRCOG's assessment data; and
  - Integrate web portal data entry by property owners to generate payoff and paydown requests with dta's proprietary PACEAnalytics system.
    - Please note that property owners will be required to pay a \$50 document generation fee to dta when submitting a request for a payoff or paydown.

As WRCOG's current PACE Administrator, dta has updated PACEAnalytics and our web portal with WRCOG's most recent assessment data and would not have any downtime in commencing work on the project.

- For each participating county, dta shall maintain a database of the parcels within each program, which will include the APN, annual assessment amount, and all other relevant data.

- dta will submit the annual assessment levy on or before August 10th of each year, or such other date specified by the applicable county to the Auditor-Controller, for inclusion on the consolidated property tax bills.
- dta shall review county records to determine which parcels are delinquent in the payment of taxes after each installment. dta shall prepare a Delinquency Report and may send reminder letters to delinquent property owners, as requested.
- dta shall provide the trustee with instructions regarding the allocation of assessments received.
- dta will respond to property owner questions. dta will refer all inquiries regarding legal complaints, contractor issues, and improvements installed to WRCOG or the designee.

#### Extra Tasks

- Any work related to delinquencies and/or foreclosure proceedings following the removal of the charge from the applicable county's tax roll will be charged an additional fee (to be charged by the delinquent property owner); and
- Preparation of prepayment calculations as requested by the district, property owner, or other interested party. Following each prepayment, dta will prepare the appropriate bond call documents for the applicable trustee.

**EXHIBIT "B"**

**FEE SCHEDULE**

**Phase I: Formation and Bond Sale**

dta's total fee for Phase I of the Scope of Work is equal to 0.52% of the amount deposited in the applicable program fund for each series of bonds and is due and payable at the time of each bond closing.

**Phase II: Annual Administration**

dta's total compensation (including expenses) for completion of the tasks under Phase II of the Scope of Work is shown in the table below.

**Proposed Budget**

<b>Project Task</b>	<b>Charge</b>
Prepayment Process Setup	\$10,000 Fixed Fee <sup>1</sup>
Basic Tasks for Each PACE Program	Fixed Fee of \$1,750 per County, Plus \$25.00 per Parcel per Fiscal Year
Additional Delinquency/Foreclosure Work Following the Removal of the Delinquent Assessment Installments from the Tax Roll	Time and Materials <sup>2</sup>
Assessment Payoffs and Bond Redemptions	\$100 Fixed Fee per Prepayment (Either Full or Partial) <sup>3</sup>

**Notes:**

1. To be paid from the Administrative Expense Account by requisition from WRCOG.
2. To be paid by the delinquent property owner through the foreclosure process.
3. To be included as a line item on prepayment statements and paid from the Administration Expense Account by requisition from WRCOG. In addition, property owners will be required to pay a \$50 document generation fee to DTA when submitting a request for a payoff or paydown.

The fixed fee for Prepayment Process Setup is a one-time fee and shall be invoiced upon receipt of the Notice of Authorization to Proceed. Fees for Assessment Payoffs and Bond Redemptions shall be invoiced on or about the first two weeks of each month. For all Basic Tasks performed, payments will be made by WRCOG upon presentation of an invoice by dta. Payments will be made by WRCOG upon presentation of an invoice by dta twice a year after annual assessments are received by each participating county.

**Phase III: Limitations**

Any consulting services not included within the Scope of Work shall be charged on a time and materials basis at the rates shown in the Proposed Budget Table or mutually agreed-upon fixed amount.

**dta's Fee Schedule**

<b>Labor Category</b>	<b>Labor Rate</b>
President/Managing Director	\$290/Hour
Senior Vice President	\$260/Hour
Vice President	\$240/Hour
Senior Manager	\$205/Hour
Manager	\$195/Hour
Senior Associate	\$185/Hour
Associate III	\$175/Hour
Associate II	\$165/Hour
Associate I	\$150/Hour
Research Associate II	\$140/Hour
Research Associate I	\$125/Hour

Additional tasks may include but are not limited to the following:

- Consulting services after the removal of assessment installments from the property tax roll pertaining to the collection of delinquent assessment installments and/or assistance with foreclosure actions/proceedings;
- Consulting services and/or database setup/updates pertaining to bond refunding's, securitizations, exchanges, and/or restructurings;
- All hourly rates are subject to cost-of-living increase every 12 months, not to exceed an increase of 5% per year;
- Consulting services related to a Financial Needs Analysis ("FNA") (or other) delinquency purchases;
- Creation of new/custom reports or other requests from WRCOG;
- For an additional fee, we can assist with developing a custom dashboard to allow WRCOG to access key information pertaining to their assessments; and
- In addition, dta shall invoice WRCOG for certain expenses, including but not limited to the pass through of county enrollment and roll correction costs.



# Western Riverside Council of Governments Administration & Finance Committee

## Staff Report

**Subject:** Finance Department Activities Update  
**Contact:** Andrew Ruiz, Chief Financial Officer, [aruiz@wrcog.us](mailto:aruiz@wrcog.us), (951) 405-6740  
**Date:** November 10, 2021

### **Requested Action(s):**

1. Receive and file.

### **Purpose:**

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

### **Background:**

#### **Fiscal Year 2020/2021 Agency Audit**

WRCOG's annual Agency audit is currently in progress. Staff anticipate the audit to be completed by November 2021 and the CAFR issued by December 2021. Staff will begin to present to the various WRCOG committees in January 2022. WRCOG has received the Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting for the past seven years and will be applying for the award once the audit has been completed.

Additionally, WRCOG will be submitting a Request for Proposal for financial audit services. WRCOG has utilized the services of the audit firm Rogers, Anderson, Malody, and Scott, LLC, for the past five years to conduct its financial audit.

#### **Financial Report Summary Through September 2021**

The Agency's Financial Report summary through September 2021, a monthly overview of WRCOG's financial statements in the form of combined Agency revenues and costs, is provided as Attachment 1. These are preliminary numbers and have not yet been finalized for the fiscal year.

### **Prior Action(s):**

**November 1, 2021:** The Executive Committee received and filed.

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

**Fiscal Impact:**

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

**Attachment(s):**

[Attachment 1 - September 2021 Financials](#)



Western Riverside Council of Governments

Budget to Actuals

For Month Ending September 30, 2021

	Approved Budget 6/30/2022	Actual Thru 9/30/2021	Remaining Budget 6/30/2022
<b>Total Agency Budget</b>			
<b>Revenues</b>			
Member Dues	286,640	286,640	-
Overhead Transfer In	2,000,000	492,582	1,507,418
TUMF Commercial	4,800,000	251,747	4,548,253
TUMF Retail	4,800,000	604,057	4,195,943
TUMF Industrial	7,680,000	930,804	6,749,196
TUMF Single Family	19,200,000	7,531,228	11,668,772
TUMF Multi Family	9,600,000	545,128	9,054,872
TUMF Commerical - Admin Fee	200,000	10,489	189,511
TUMF Retail - Admin Fee	200,000	25,169	174,831
TUMF Industrial - Admin Fee	320,000	38,783	281,217
TUMF Single Family - Admin Fee	800,000	313,801	486,199
TUMF Multi-Family - Admin	400,000	22,714	377,286
Grant Revenue	1,663,000	138,583	1,524,417
HERO Admin Revenue	2,250,000	481,100	1,768,900
Clean Cities Revenue	240,000	151,000	89,000
Solid Waste Revenue	112,970	112,970	-
Used Oil Grants	168,023	168,023	-
<b>Total Revenues</b>	<b>\$ 57,669,021</b>	<b>\$ 12,104,818</b>	<b>\$ 45,564,203</b>
<b>Expenses</b>			
Salaries & Wages - Fulltime	2,745,899	631,557	2,114,342
Fringe Benefits	1,319,884	235,381	1,084,503
Overhead Allocation	1,682,458	420,615	1,261,843
General Legal Services	968,100	596,765	371,335
Commissioners Per Diem	57,500	15,150	42,350
Parking Cost	20,000	4,687	15,314
Office Lease	350,000	70,919	279,081
Fuel Expense	1,500	28	1,472
General Assembly Expense	300,000	58	299,942
Parking Validations	15,450	2,098	13,352
Staff Recognition	1,000	632	368
Coffee and Supplies	3,000	931	2,069
Event Support	95,737	17,315	78,422
Meeting Support Services	5,250	16	5,234
Program/Office Supplies	13,700	7,850	5,850
Misc. Office Equipment	1,000	1,016	(16)
Computer Equipment/Supplies	2,000	2,864	(864)
Computer Software	102,000	6,025	95,975
Membership Dues	31,750	391	31,359
Subscriptions/Publications	4,250	940	3,310
Postage	5,350	1,367	3,983
Other Household Expenses	3,250	253	2,997
Storage	5,000	1,567	3,433
Recording Fee	10,000	52	9,948
Communications - Regular Phone	16,000	3,789	12,211
Communications - Cellular Phones	13,500	3,386	10,114
Communications - Computer Services	53,000	6,041	46,959
Insurance - Errors & Omissions	15,000	9,335	5,665
Insurance - Gen/Busi Liab/Auto	99,500	67,420	32,080
TUMF Project Reimbursement	46,080,000	2,594,690	43,485,310
Seminars/Conferences	9,650	45	9,605



Western Riverside Council of Governments

Budget to Actuals

For Month Ending September 30, 2021

	Approved Budget 6/30/2022	Actual Thru 9/30/2021	Remaining Budget 6/30/2022
<b>Total Agency Budget</b>			
Travel - Mileage Reimbursement	9,500	679	8,821
Travel - Airfare	4,250	350	3,900
Meals	7,400	172	7,228
Training	7,500	40	7,460
Consulting Labor	2,924,616	492,258	2,432,358
<b>Total Expenses</b>	<b>\$ 57,513,228</b>	<b>\$ 5,338,437</b>	<b>\$ 52,316,546</b>



# Western Riverside Council of Governments Administration & Finance Committee

## Staff Report

**Subject:** Riverside County Regional Broadband Efforts  
**Contact:** Tom Mullen, Chief Data Officer, Riverside County Information Technology,  
[tmullen@rivco.org](mailto:tmullen@rivco.org), (951) 955-1850  
**Date:** November 10, 2021

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**Requested Action(s):**

1. Receive and file.
- 

**Purpose:**

The purpose of this item is to present information regarding regional efforts to improve Broadband services within Riverside County.

**Background:**

*This item is reserved for a discussion regarding broadband funding and implementation from RCIT.*

**Prior Action(s):**

None.

**Fiscal Impact:**

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

**Attachment(s):**

None.