

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 3.51
(ID # 27247)

MEETING DATE:

Tuesday, May 20, 2025

FROM : TLMA-PLANNING

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/PLANNING: Adopt Resolution No. 2025-123 of the Board of Supervisors Approving Execution of an Agreement to Receive Funding from the Regional Early Action Planning Grant Program, Accepting the Southern California Association of Government's (SCAG's) Regional Utilities Supporting Housing (RUSH) Grant Award in the Amount of \$997,500, for the Cabazon Infrastructure Plan Project, through June 30, 2026. District 5. [\$997,500 Total Cost - State Grant Funds 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Adopt Resolution No. 2025-123 of the Board of Supervisors Approving Execution of an Agreement to Receive Funding from the Regional Early Action Planning Grant Program, Thereby Accepting the Southern California Association of Government's (SCAG's) Regional Utilities Supporting Housing (RUSH) Grant Award, and Authorizing the Director of the Planning Department to Execute the RUSH Memorandum of Understanding (MOU); and
2. Approve the Attached MOU Substantially in form Between the County of Riverside, and SCAG, for the RUSH Grant Award in the Amount of \$997,500, for Development and Finalization of a Cabazon Infrastructure Plan, through June 30, 2026; and
3. Authorize the Director of the Planning Department, or Designee, to take Necessary Steps to Implement said MOU, Including, but not Limited to, Signing Subsequent Essential and Relevant Documents and Agreements, and Executing any Non-Substantive Amendments, Subject to County Counsel Approval

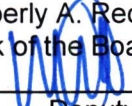
ACTION:Policy


John Hildebrand, Planning Director 5/14/2025

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Gutierrez, seconded by Supervisor Spiegel and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Medina, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: May 20, 2025
xc: TLMA-Planning

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 997,500	\$ 997,500	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% State Grant Funds			Budget Adjustment: N/A	
			For Fiscal Year: 25/26	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Southern California Association of Government's (SCAG's) Regional Early Action Planning Grants (REAP) 2.0 program is a grant program that seeks to accelerate progress toward state housing goals and climate commitments through programs that accelerate infill housing development, reduce vehicle miles traveled (VMT), increase housing supply at all affordability levels, affirmatively further fair housing, and implement adopted regional and local plans. REAP 2.0 was established as part of the 2021 California Comeback Plan under Assembly Bill 140 and integrates housing and climate goals for broader planning and implementation investments, including infrastructure investments that support housing supply, choice, and affordability.

Regional Utilities Supporting Housing (RUSH) Grant

The RUSH Pilot Program is a component within the REAP 2.0 framework that is focused on funding transformative and significant utility infrastructure projects that include utility infrastructure planning and capital improvements that are designed to support a jurisdiction's efforts to meet their housing production goals or overall housing needs, as defined in the 6th cycle housing element and Regional Housing Needs Allocation (RHNA). On Jan. 4, 2024, SCAG's Regional Council approved a funding recommendation for the County of Riverside to receive an award of \$997,500 for development of a Cabazon Infrastructure Plan.

The unincorporated community of Cabazon is located east of the City of Banning, west of the Cities of Desert Hot Springs and Palm Springs, with the Morongo Reservation and unincorporated County area located to the north and the Mount San Jacinto State Park located to the south. The majority of Cabazon has been classified by the Riverside Local Agency Formation Commission as a disadvantaged unincorporated community pursuant to Senate Bill 244; the area features critical water, wastewater, and flood control infrastructure deficiencies. In 2024, the Board of Supervisors directed the Transportation and Land Management Agency's Planning Department to initiate a Cabazon Community Planning process to analyze existing and potential land uses, while partnering with the community to proactively plan for optimization of future growth. In tandem with this effort, an infrastructure planning process was initiated to analyze Cabazon's existing infrastructure and develop a conceptual future infrastructure plan.

The Planning Department has been working with consultants on initial analyses for an infrastructure plan and proposes to utilize RUSH grant funding to supplement the effort to conduct necessary community outreach, feasibility analyses, and reporting to prepare for

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

potential sites and specific infrastructure improvements identified in the infrastructure plan. The grant funding was also sought to prepare a Master Environmental Impact Report (Master EIR), to the level of specificity that would permit for future project tiering for both the needed infrastructure and new development that may occur as a result of said infrastructure without additional environmental analysis. A comprehensive infrastructure plan, which supports and considers the analysis and findings the Cabazon Community Plan, is the final deliverable.

Impact on Residents and Businesses

Development of a comprehensive Cabazon Infrastructure Plan is a vital step to planning for future growth in Cabazon, in close coordination with the community. Additionally, development and implementation of a Cabazon Community Plan, and Infrastructure Plan, will assist the County with compliance with State mandates to achieve its adopted housing goals and meet its RHNA allocation.

Additional Fiscal Information

Award and utilization of RUSH grant funding does not require a local match; however, elements of the Cabazon Infrastructure Plan were being implemented prior to RUSH grant application and award, and therefore this previous work will complement the efforts undertaken with RUSH grant funding. As competitively bid consultant support will be needed for this work, a budget adjustment to increase revenues and appropriations will come for Board consideration in FY25/26.

ATTACHMENTS:

- Resolution No. 2025-123
- Memorandum of Understanding Between the County of Riverside and SCAG - Regional Utilities Supporting Housing (RUSH) Grant


Aaron Gettis, Chief of Deputy County Counsel 5/13/2025

1 **BOARD OF SUPERVISORS**

COUNTY OF RIVERSIDE

2
3 **RESOLUTION NO. 2025-123**

4 **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF**
5 **RIVERSIDE APPROVING THE EXECUTION OF AN AGREEMENT TO RECEIVE FUNDING**
6 **FROM THE REGIONAL EARLY ACTION PLANNING GRANT PROGRAM OF 2021**

7
8 **WHEREAS**, the Regional Early Action Planning Grant Program of 2021 ("REAP 2.0")
9 program was established by the California state legislature as part of the 2021 California Comeback Plan
10 under AB 140 to confront the statewide housing affordability crisis by building and expanding on the
11 success of the REAP 2019 program by integrating housing and climate goals and allowing for broader
12 planning and implementation investments to facilitate housing supply, choice, and affordability; and,

13 **WHEREAS**, REAP 2.0 funded activities must meet the program objectives, which are to
14 accelerate infill development that facilitates housing supply, choice and affordability; affirmatively further
15 fair housing; and reduce vehicle miles traveled. Further, all residential development must be in areas
16 meeting the definition for "In Fill" provided in the REAP 2.0 state guidelines; and,

17 **WHEREAS**, the Southern California Association of Governments ("SCAG") issued a call
18 for applications under the Projects to Accelerate Transitional Housing ("PATH") Program; and,

19 **WHEREAS**, SCAG intends to award \$997,500 to the County of Riverside to complete and
20 deliver the Cabazon Infrastructure Plan project and associated deliverables.

21 **NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED** by the
22 Board of Supervisors of the County of Riverside, in regular session assembled on May 20, 2025, at 9:30
23 am or soon thereafter in the meeting room of the Board of Supervisors located on the 1st floor of the County
24 Administrative Center, 4080 Lemon Street, Riverside, California, as follows:

25 **Section 1.** The Board of Supervisors hereby authorizes and directs such actions as are
26 necessary and appropriate to accept the grant award of REAP 2.0 funds in the amount of \$997,500 from
27 SCAG.
28

1 Section 2. The Transportation and Land Management Agency's Director of Planning is
2 hereby authorized and directed to:

- 3 1. Execute a memorandum of understanding with SCAG and any amendments thereto,
4 as approved as to form by County Counsel; and
5 2. Take reasonably necessary and appropriate actions to complete the Cabazon
6 Infrastructure Plan project and fulfill all obligations required, and seek
7 reimbursement of grant funds awarded, pursuant to the above referenced call for
8 applications and in a manner consistent and in compliance with the REAP 2.0
9 guidelines and objectives and PATH Program guidelines and all applicable state and
10 federal statutes, rules, regulations, and laws.

11 **ADOPTED, SIGNED AND APPROVED** this 20th day of May 2025 by the Board of
12 Supervisors of the County of Riverside.

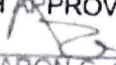
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14 BOARD OF SUPERVISORS OF THE COUNTY
15 OF RIVERSIDE, STATE OF CALIFORNIA

16 By: 
17 V. Manuel Perez, Chair

18 ATTEST:
19 KIMBERLY RECTOR
20 CLERK OF THE BOARD

21 By: 
22 Deputy

23 (SEAL)

24
25 FORM APPROVED COUNTY COUNSEL
26 BY:  5-13-25
27 AARON C. GETTIS DATE
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2
3 RESOLUTION NO. 2025-123

4 A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE
5 APPROVING THE EXECUTION OF AN AGREEMENT TO RECEIVE FUNDING FROM
6 THE REGIONAL EARLY ACTION PLANNING GRANT PROGRAM OF 2021

7
8 ROLL CALL:

9
10 Ayes: Medina, Spiegel, Washington, Perez, and Gutierrez

11 Nays: None

12 Absent: None

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14
15 The foregoing is certified to be a true copy of a resolution duly adopted by said Board of
16 Supervisors on the date therein set forth.

17
18 KIMBERLY A. RECTOR, Clerk of said Board

19
20 By:  _____

21 Deputy

22
23 05/20/2025 Item 3.51
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**MEMORANDUM OF UNDERSTANDING
No. M-056-25**

SCAG Overall Work Program (OWP) No: 305-4925.01

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

Funding Source: Regional Early Action Planning Grants Program of 2021 (REAP 2.0)

Sub-Recipient Name: County of Riverside

Sub-Recipient's UEI No: DS6GTMGMELW1

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

Total Amount of Non-Federal Funds Obligated to Sub-Recipient: \$997,500.00

Total Amount of the Sub-Award: \$997,500.00

Subaward Period of Performance Start Date: See Section 37

Subaward Period of Performance End Date: June 30, 2026

Type of Contract: Project Specific

Method of Payment: See Section 6 of this MOU

Project R&D: N/A

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

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

*See Section 9 of this MOU.

Subaward Project Title: County of Riverside REAP 2.0 Regional Utilities Supporting Housing Program Grant

Subaward Project Description: County of Riverside will utilize REAP 2.0 funding for a project that provides investments in utility infrastructure planning and capital improvements that will support jurisdictions in meeting the housing production goals defined in the 6th cycle RHNA, housing elements and REAP 2.0 Program objectives.

**MEMORANDUM OF UNDERSTANDING
No. M-056-25**

**BETWEEN THE
SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS
AND COUNTY OF RIVERSIDE
FOR REAP 2.0 REGIONAL UTILITIES SUPPORTING HOUSING PROGRAM GRANT**

(SCAG Project/OWP No. 305-4925.01)

This Memorandum of Understanding (“MOU”) is entered into by and between the **Southern California Association of Governments** (“SCAG”) and **County of Riverside** (“Sub-Recipient”), for a Regional Utilities Supporting Housing (“RUSH”) Program Grant. SCAG and Sub-Recipient may be individually referred to as “Party” and collectively as “Parties.”

RECITALS

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

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

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

WHEREAS, HCD awarded funds SCAG under REAP 2.0;

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

WHEREAS, SCAG released a competitive Call for Applications for the RUSH Program;

WHEREAS, Sub-Recipient, eligible for funds under the RUSH Program, developed and submitted a proposed project for the RUSH Program (“Project”);

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

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

NOW THEREFORE, IT IS MUTUALLY AGREED THAT:**1. Recitals and Exhibits**

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

2. Term

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

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

- a. Sub-Recipient shall be responsible for implementing the Project in accordance with the "Scope of Work," attached as Exhibit A.
- b. Interim deliverables and tasks, including budgets and schedules, required to implement the Scope of Work shall be documented using the "Scope of Work Approval Form," attached as Exhibit B ("SOW Approval Form"). The SOW Approval Form must be signed by SCAG Project Manager, SCAG Department Manager, SCAG Deputy Director or their designee, and Sub-Recipient prior to the performance of the work outlined in the SOW Approval Form. The SOW Approval Form may be signed by way of a manual or authorized digital signature, or a signature stamp. The SOW Approval Form may be used to document interim deliverables and interim deliverable budgets and schedules but may not be used to modify the deliverables and budget noted in this MOU. The SOW Approval Form may be amended subject to approval by SCAG. No amendment to the SOW Approval Form shall be valid unless made in writing and signed by the Parties. If there is a conflict between the SOW Approval Form and this MOU, this MOU shall prevail.
- c. Sub-Recipient must demonstrate a clear and significant nexus to all the REAP 2.0 Goals and Objectives, as described in Section 9 of this MOU, and must carry out the Project to meet the REAP 2.0 Goals and Objectives. Any lack of action or action inconsistent with REAP 2.0 Goals and Objectives may result in review and could be subject to modification of funding, termination of this MOU, and repayment of the Grant Funds.
- d. In compliance with Section 3.e., Sub-Recipient may procure and manage one or more consultants to ensure the Scope of Work, as outlined in the most current fully executed SOW Approval Form, is fully performed and the Project is completed in compliance with this MOU and all applicable laws and regulations.
- e. As a recipient of federal and state funds, SCAG has the responsibility for ensuring that its procurement process complies with all applicable federal, state and funding requirements. For all agreements entered into containing funds provided under this MOU or to perform work under this MOU, Sub-Recipient shall procure in compliance with all applicable federal, state, and local laws and regulations. All REAP 2.0 funded procurements must be conducted using a fair and

competitive procurement process and sole source procurements are expressly prohibited. The term "Consultant(s)" shall hereinafter refer to all entities that Sub-Recipient procures, manages, or otherwise enters into contracts or agreements with, in furtherance of the Project or this MOU regardless of the timing, nature of service/work provided or type of organization, including but not limited to government entities, political subdivisions, subrecipients, consultants, contractors, service providers, suppliers, independent contractors, professionals, managers, architects, engineers, and subcontractors.

- f. Upon request, Sub-Recipient shall provide information to the SCAG Project Manager regarding any existing solicitation including but not limited to Requests for Proposals, Invitation for Bids, Request for Qualifications, and Requests for Quotation (collectively "RFP"). For new RFPs developed or finalized after the Effective Date of this MOU, Sub-Recipient shall provide information to the SCAG Project Manager and obtain SCAG Project Manager's written approval on any final RFP prior to its issuance. SCAG may require documentation of RFPs and Notices to Proceed before approval of invoice reimbursement.
- g. When requested, Sub-Recipient shall provide other related documentation of compliance, as determined by SCAG, with applicable procurement requirements and terms and conditions of this MOU within ten (10) days of the request.
- h. Sub-Recipient shall be responsible for conducting a complete detailed review of Consultant(s)' invoices prior to payment. The review shall include, but not be limited to, ensuring: (1) the work included in the invoice is correctly invoiced and supported; (2) hours worked equal hours invoiced; (3) charged rates are equal to the contracted rates; (4) materials and services were received; and (5) that the work performed is consistent with the scope of work. Upon review, Sub-Recipient shall pay Consultant(s)' invoices prior to submitting invoices to SCAG for reimbursement.
- i. Sub-Recipient shall be accountable to SCAG and HCD to ensure Consultant(s)' performance. Sub-Recipient's Project Manager shall be responsible for final approval of Consultant(s)' deliverables consistent with the Scope of Work, as outlined in the most current fully executed SOW Approval Form; provided, however, that prior to approving a deliverable from the Consultant(s), Sub-Recipient's Project Manager shall consult with SCAG's Project Manager.
- j. Any and all notices, reports, or other communications required by this MOU, including but not limited to invoices, accounting reports, supporting documentation, and monitoring reports, shall be submitted under the penalty of perjury.

4. Project Management

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

Jessica Reyes Juarez
Associate Regional Planner
(213) 236-1802

Juarez@scag.ca.gov

SCAG reserves the right to change this designation.

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

Richard Marshalian
Principal Planner
(951) 955-2525
rmarshalian@rivco.org

Sub-Recipient reserves the right to change this designation.

5. Funding

- a. SCAG's contribution to the Project is funded wholly with REAP 2.0 funds, in an amount not to exceed \$997,500.00 ("Grant Funds").
- b. SCAG shall not be obligated to make payments for any costs that exceed the Grant Funds. SCAG shall not be obligated to pay for any increase in costs which exceeds the budget included in this MOU and the most current fully executed SOW Approval Form. SCAG shall not be obligated to make payments from any source other than funds provided by HCD to SCAG pursuant to REAP 2.0. In the event HCD terminates its agreement to provide funds or reduces the funds provided, SCAG shall have the right to terminate this MOU, in accordance with Section 17, or to amend this MOU to reflect the changes in funding.
- c. SCAG shall make payments to Sub-Recipient only for work performed as part of the Scope of Work, as outlined in the most current fully executed SOW Approval Form, and consistent with REAP 2.0 Goals and Objectives, REAP 2.0 Guidelines, and Program Guidelines.
- d. SCAG reserves the right, in its sole discretion, to discontinue funding the Project and/or terminate this MOU as described in Section 17.
- e. Any costs for which Sub-Recipient receives reimbursement or credit that is determined by a subsequent audit or other review by either SCAG, HCD, other State authorities or federal cognizant agency to be ineligible or otherwise unallowable, shall be repaid by Sub-Recipient within thirty (30) calendar days of Sub-Recipient receiving notice or a written demand for reimbursement from SCAG. Such repayment may include interest, penalties, or related fees, as determined by HCD or other State authorities. Should Sub-Recipient fail to reimburse unallowable costs due to SCAG within thirty (30) calendar days of demand, or within such other period as may be agreed between both parties hereto, SCAG is authorized to withhold and/or off-set future payments to Sub-Recipient.

6. Invoices

- a. This MOU is a Cost Reimbursement agreement. Amounts claimed must reflect the actual incurred and paid cost of completed work. The actual incurred and paid costs may not exceed the Project's budget set forth in this MOU and the most current fully executed SOW Approval Form. All invoices submitted to SCAG for payment shall be e-mailed to accountspayable@scag.ca.gov (file cannot exceed 10MB) and copy the SCAG Project Manager. All invoices submitted to SCAG for the Project shall reference the OWP Project Number (OWP No. 305-4925.01).
- b. By the twenty-first day following the start of a new month (i.e., January 21, February 21, March 21), Sub-Recipient shall submit an invoice to SCAG using the electronic "Invoice Template" in accordance with the invoice submittal instructions and requirements noted in Exhibit C. Invoices must be submitted in both PDF format and Excel file format. Invoices shall contain a progress report portion which serves to confirm that the services have been performed and can be paid. All invoiced costs must be substantiated, by providing documented support for the expense incurred, such as copies of payroll reports, paid invoices, and proof of payment. The invoice progress report shall serve as the formal progress report for the Project and shall be signed by the Sub-Recipient. The progress report shall include, in narrative form, a description of services performed by the Sub-Recipient's staff and Consultant(s) as well as progress toward completion of tasks related to the Project for the invoiced period and progress achieved toward the REAP 2.0 Goals and Objectives. SCAG shall review invoices for compliance with this MOU. If SCAG determines that an invoice is compliant with this MOU, SCAG shall approve the invoice and issue payment to the Sub-Recipient. If SCAG determines that an invoice is not compliant with this MOU or the most current fully executed SOW Approval Form, SCAG may withhold and/or off-set future payment(s) to the Sub-Recipient.
- c. SCAG shall reimburse Sub-Recipient as promptly as SCAG's fiscal procedures permit, using Electronic Fund Transfer, available at: [ACH Vendor Payment Authorization Form](#), upon receipt of itemized invoices submitted in accordance with this MOU. Sub-Recipient shall complete the ACH Vendor Payment Authorization Form and email it to ACHpayment@scag.ca.gov, prior to executing this MOU.
- d. Incomplete or inaccurate invoices may be returned to Sub-Recipient for correction without payment until corrected and approved. SCAG may, at its discretion, disallow any unsupported costs and process the invoice. If Sub-Recipient corrects the error, the disallowed items can be included in the next set of invoices.
- e. Travel expenses and per diem rates are not to exceed the rates and policies specified by the State of California Department of Human Resources, which can be found at: <https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>.
- f. The Parties acknowledge that SCAG's fiscal year is from July 1 to June 30. Sub-Recipient agrees to submit all invoices to SCAG for services rendered through June 30th, no later than July 21st during the Term of this MOU. SCAG shall not be obligated to pay Sub-Recipient for any invoice received after such date.

- g. Sub-Recipient shall submit its final invoice to SCAG within thirty (30) days of the completion of the Project, but no later than within thirty (30) days after all Grant Funds have been expended. SCAG shall not be obligated to pay-Sub Recipient for any invoice received after such date.
- h. Sub-Recipient will require that its Consultant(s) pay any contractors and subcontractors for satisfactorily completed work no later than ten (10) days of receipt of each payment from Sub-Recipient. The ten (10) calendar days period is applicable unless a shorter period is required by applicable law.

7. Reporting

- a. At any time during the term of this MOU, SCAG may request additional information, as needed, to demonstrate satisfaction of all requirements identified in the MOU and the most current fully executed SOW Approval Form.
- b. By February 10 of each year following receipt of funding pursuant to this MOU, Sub-Recipient shall submit an Annual Report using the "Report Template," attached as Exhibit D. The Annual Report shall include, in narrative form, a description of services performed by Sub-Recipient's staff and Consultant(s) as well as progress toward completion of tasks related to the Project for the prior year, a reporting of all costs incurred for that period, and progress achieved toward the REAP 2.0 Goals and Objectives.
- c. When a Project is finalized, and no later than the Completion Date, Sub-Recipient shall submit a Close-Out Report for the Project. At the time of the execution of this MOU, HCD has not provided the requirements for the Close-Out Report due to HCD by all grantees at the conclusion of the grant performance period. Therefore, the Close-Out Report format required by SCAG of Sub-Recipient is not available at this time, but will be provided when it becomes available.
- d. All reports submitted to SCAG shall reference the OWP Project Number (OWP No. 305-4925.01).

8. Accounting

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

9. Allowable Uses of Grant Funds

- a. Grant Funds shall be expended in compliance with the REAP 2.0 Goals and Objectives.
 - i. REAP 2.0 Goals (“Goals”) are to invest in housing, planning, and infill housing-supportive infrastructure across the entire state in a manner that reduces Vehicle Miles Traveled (“VMT”), increases housing affordability, and advances equity. More detailed information on the Goals can be found in Section 201 of the [REAP 2.0 Notice of Funding Availability \(“NOFA”\) and Final Guidelines for MPO Applicants](#) and are made a part of the provisions of this MOU as if set forth in full.
 - ii. REAP 2.0 Objectives (“Objectives”) include: (1) accelerating infill development that facilitates housing supply, choice, and affordability; (2) affirmatively furthering fair housing; (3) reducing vehicle miles traveled. More detailed information on the Objectives can be found in Section 202 of the [REAP 2.0 NOFA and Final Guidelines for MPO Applicants](#) and are made a part of the provisions of this MOU as if set forth in full.
- b. Grant Funds shall only be used by Sub-Recipient for activities approved by SCAG and included in the Scope of Work, as outlined in the most current fully executed SOW Approval Form.
- c. Grant Funds may not be used for administrative costs of persons employed by Sub-Recipient for activities not directly related to eligible activities.
- d. Sub-Recipient shall use no more than five percent (5%) of the Grant Funds for administrative costs related to the Project, or a maximum of forty-nine thousand, eight hundred seventy-five dollars (\$49,875.00), whichever is lower. For purposes of this MOU, administrative costs are the costs incurred in direct support of grant administration that are not included in the organization’s indirect cost pool. Additional funds may be used from other sources solely contributed by Sub-Recipient to support Sub-Recipient’s administration of the Project.
 - i. To be eligible for administrative costs, Sub-Recipient must have clearly indicated if funds would be used towards administrative costs on or before the Effective Date of this MOU.
 - ii. If Sub-Recipient is seeking reimbursement for indirect costs and/or fringe benefits costs, they must annually submit an Indirect Cost Allocation Plan (“ICAP”) or an Indirect Cost Rate Proposal (“ICRP”) to its cognizant agency for indirect costs and/or fringe benefits costs in accordance with Title 2 Code of Federal Regulations Part 200 (2 CFR 200) Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Awards. The cognizant agency for indirect costs and/or fringe benefits costs means the federal agency responsible for reviewing, negotiating, and approving ICAPs or ICRPs. Sub-Recipient must provide their approved indirect cost rate and/or fringe benefit rate and provide a copy to SCAG Project Manager of the approved negotiated indirect cost rate agreement (“NICRA”) for the current fiscal year and subsequent years throughout the performance period.
 - iii. If Sub-Recipient is seeking reimbursement for fringe benefits costs with absence of the approved NICRA and proposes to use a rate to allocate the fringe benefits costs on the basis of entity-wide salaries and wages of the employees receiving the benefits, they must annually

prepare the fringe benefits cost allocation plan in accordance with 2 CFR 200 Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Awards and provide a letter from the Sub-Recipient's independent auditor confirming the compliance for the current fiscal year and subsequent years throughout the performance period.

- iv. If Sub-Recipient elects a de minimis indirect cost rate as defined in 2 CFR 200 Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Awards, they must annually complete a certification form provided by SCAG Project Manager to confirm the eligibility and compliance with 2 CFR 200 Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Awards and submit the signed form to SCAG Project Manager for the current fiscal year and subsequent years throughout the performance period. The de minimis rate is to be applied to modified total direct costs (MTDC) as defined by 2 CFR Part 200.1.
- e. There must be a strong implementation component for the funded activity through REAP 2.0, including, where appropriate, agreement by Sub-Recipient to submit the completed planning document or effort to the applicable board, council, or other entity for adoption or approval. If Sub-Recipient does not formally request adoption or approval of the funded activity, it may be subject to repayment of the Grant Funds.

10. Work Products

- a. For purposes of this MOU, "Work Products" shall mean all deliverables created or produced under this MOU including, but not limited to, all deliverables conceived or made either solely or jointly with others during the term of this MOU and during a period of six months after the termination thereof, which relates to the Project. Work Products shall not include real property or capital improvements. Work Products includes all deliverables, inventions, innovations, improvements, or other works of authorship Sub-Recipient or Consultant(s) may conceive of or develop in the course of this MOU, whether or not they are eligible for patent, copyright, trademark, trade secret or other legal protection.
- b. Sub-Recipient shall submit one (1) electronic copy of all Work Products associated with the Project to the assigned SCAG Project Manager.
- c. SCAG shall own all Work Products and may, at its sole discretion, grant to Sub-Recipient a perpetual royalty-free, non-assignable, non-exclusive and irrevocable license to reproduce, publish or otherwise use Work Products related to the Project and developed as part of this MOU; provided, however, that any reproduction, publishing, or reuse of the Work Products will be at Sub-Recipient's sole risk and without liability or legal exposure to SCAG.

11. Amendments

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

12. Notices

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

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

SCAG reserves the right to change this designation.

To Sub-Recipient: John Hildebrand
Deputy Director - TLMA
County of Riverside
4080 Lemon Drive
Riverside, CA 92501
(951) 955-1888
jhildebr@rivco.org

13. Insurance

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

Insurance Type	Requirements	Limits
General Liability	Commercial General Liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01.	Not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.
Automobile Liability	Automobile insurance at least as broad as Insurance Services Office form CA 00 01.	Covering bodily injury and property damage for all activities of the Sub-Recipient arising out of or in connection with work to be performed under this MOU, including coverage for any owned, hired, non-owned, or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

Workers' Compensation/ Employer's Liability	Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. Not required for sole proprietors or Sub-Recipient with no employees.	Including Occupational Diseases in accordance with California Law and Employers' Liability Insurance with a limit of not less than \$1,000,000 each accident.
Professional Liability Insurance	Professional Liability (Errors and Omissions) insurance appropriate to the Sub-Recipient's profession.	With limits of not less than \$2,000,000 per occurrence. In addition, it shall be required that the professional liability insurance policy remain in effect for three (3) years after the Completion Date of this MOU.

- b. Higher Limits: no representation is made that the minimum insurance requirements of this MOU are sufficient to cover the indemnity or other obligations of Sub-Recipient under this MOU.
- c. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - i. SCAG, its officials, employees, and volunteers are to be covered as additional insureds, as respects to liability arising out of the activities performed by or on behalf of Sub-Recipient; products and completed operations of Sub-Recipient; premises owned, occupied or used by Sub-Recipient; or automobiles owned leased, hired or borrowed by Sub-Recipient. The coverage shall contain no special limitations on the scope of protection afforded to SCAG, its officials, and employees.
 - ii. For any claims related to this Project, Sub-Recipient's insurance coverage shall be primary insurance as respects SCAG, its officials, and employees. Any insurance or self-insurance maintained by SCAG shall be excess of Sub-Recipient's insurance and shall not contribute with it.
 - iii. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to SCAG, its officials, and employees.
 - iv. Sub-Recipient's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- d. The Workers' Compensation and Employer's Liability policies shall include a waiver of subrogation endorsement in favor of SCAG, its, officials, employees, and volunteers.
- e. Any deductibles or self-insured retentions in amounts over \$10,000 must be declared to and approved by SCAG.
- f. Insurance is to be placed with California admitted insurers with a current A.M. Best's rating of no less than A and be admitted, unless otherwise approved by SCAG.

- g. Sub-Recipient shall furnish SCAG with original endorsements and certificates of insurance evidencing coverage required by this clause. All documents are to be signed by a person authorized by that insurer to bind coverage on its behalf. All documents are to be received and approved by SCAG before work commences. Upon request of SCAG at any time, Sub-Recipient shall provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.
- h. Sub-Recipient agrees to ensure that its Consultant(s) provide the same minimum insurance coverage and endorsements required of Sub-Recipient. Sub-Recipient agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Section. However, in the event Sub-Recipient's Consultant(s) cannot comply with this requirement, which proof must be submitted to SCAG, Sub-Recipient shall be required to ensure that its Consultant(s) provide and maintain insurance coverage and endorsements sufficient to the specific risk of exposure involved with Consultant(s) scope of work and services, with limits less than required of the Sub-Recipient, but in all other terms consistent with the Sub-Recipient's requirements under this MOU. This provision does not relieve Sub-Recipient of its contractual obligations under the MOU and/or limit its liability to the amount of insurance coverage provided by its Consultant(s). This provision is intended solely to provide Sub-Recipient with the ability to utilize Consultant(s) who may be otherwise qualified to perform the work or services but may not carry the same insurance limits as required of Sub-Recipient under this MOU given the limited scope of work or services provided by the Consultant(s). Sub-Recipient agrees that upon request, all agreements with Consultant(s) will be submitted to SCAG for review.

14. Indemnification

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

For purposes of indemnification, Sub-Recipient acknowledges and agrees that this MOU is "an agreement between public entities which is designed to implement the disbursement or subvention of public funds from one of the public entities to the other, whether or not it provides standards or controls governing the expenditure of such funds" and therefore, the provisions of Government Code § 895 *et seq.* do not apply to this MOU.

15. Disputes

Prior to filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session before a neutral third-party mediator. The mediator will be chosen by mutual agreement of the parties. If the parties cannot reach agreement on selection of a mediator, the matter shall be mediated under the Commercial Mediation Rules of the AAA. The parties shall share the cost of the mediation equally.

16. Noncompliance

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

17. Termination of MOU

- a. Termination for Cancellation or Reduction in REAP 2.0 Funding. In the event HCD terminates or cancels funding to SCAG, this MOU is deemed to be terminated and SCAG shall be relieved of any and all obligations under this MOU as of the effective date of HCD's termination. In the event HCD reduces funding to SCAG, SCAG shall have the unilateral right to stop work, proportionally reduce funding to Sub-Recipient or terminate this MOU.
- b. Termination for Convenience. Either Party may terminate this MOU at any time by giving written notice to the other party of such termination at least thirty (30) calendar days before the effective date of such termination. Should SCAG terminate the MOU for convenience, upon receipt of the notice of termination, Sub-Recipient shall immediately take action to avoid incurring any additional obligation costs or expenses except as may be necessary to terminate its activities or the activities of its Consultant(s). SCAG shall pay Sub-Recipient its reasonable and allowable costs through the effective date of termination and is not liable for any expenses after termination, including any costs associated with Consultant(s). In such event, all finished or unfinished Work Products shall be provided to SCAG.
- c. Termination for Cause. If through any cause, either Party shall fail to timely and adequately fulfill its obligations under this MOU, or if either Party violates any of the covenants, terms, or stipulations of this MOU, the non-breaching Party shall thereupon have the right to terminate the MOU by giving not less than ten (10) calendar days written notice to the breaching Party of the intent to terminate and specifying the effective date thereof. The non-breaching Party shall provide a reasonable opportunity for the breaching Party to cure prior to termination. In no event shall such opportunity to cure extend beyond the term of the MOU. In the event that SCAG invokes this termination for cause provision, Sub-Recipient shall reimburse SCAG for all funds provided for the Project and all finished or unfinished Work Products shall be provided to SCAG at its option.

18. Records Retention

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

19. Monitoring and Audits

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

20. Small Business and Disabled Veteran Business Enterprise Participation

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

21. Compliance with Laws, Rules, and Regulations

- a. Sub-Recipient agrees to comply with all federal, state, and local laws, rules, and regulations applicable to this MOU.
- b. Non-Discrimination/Equal Employment Opportunity
 - i. During the performance of this MOU, Sub-Recipient assures that no person shall be denied the MOU’s benefits, be excluded from participation or employment, be denied Project benefits, or be subjected to discrimination based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, under the Project or any program or activity funded by this MOU, as required by Title VI of the Civil Rights Act of 1964, the Fair Housing Act (42 U.S.C. §§ 3601-20) and all implementing regulations, the Americans with Disabilities Act (“ADA”) of 1990 (42 U.S.C. §§ 12101 *et seq.*) and all applicable regulations and guidelines issued pursuant to the ADA, and the Age Discrimination Act of 1975 and all implementing regulations. Sub-Recipient shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
 - ii. Sub-Recipient shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12900 *et seq.*), the regulations promulgated thereunder (Cal. Code Regs. tit. 2, § 11000 *et seq.*), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§ 11135-11139.5), and the regulations or standards adopted by HCD to implement such article.
 - iii. Sub-Recipient shall permit access by representatives of the Department of Fair Employment and Housing, SCAG, and HCD upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours’ notice, to such of its books, records, accounts, and

all other sources of information and its facilities as the Department of Fair Employment and Housing, SCAG, or HCD shall require to ascertain compliance with this Section.

- iv. Sub-Recipient shall give written notice of its obligations under this Section to labor organizations with which they have a collective bargaining or other agreement.
- v. Sub-Recipient shall adopt and implement affirmative processes and procedures that provide information, outreach, and promotion of opportunities in the Project to encourage participation of all persons regardless of race, color, national origin, sex, religion, familial status, or disability. This includes, but is not limited to, a minority outreach program to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, as required by 24 C.F.R. § 92.351.
- c. Recycling Certification. Sub-Recipient shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to SCAG regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code § 12205).
- d. Anti-Trust Claims. Sub-Recipient, by signing this MOU, hereby certifies that if these services or goods are obtained by means of a competitive bid, the Sub-Recipient shall comply with Title 1, Division 5, Chapter 11 of the California Government Code (Gov. Code §§ 4550-4554).
- e. Child Support Compliance Act. If the Grant Funds provided under this MOU are in excess of \$100,000, Sub-Recipient acknowledges in accordance with Public Contract Code 7110, that:
 - i. Sub-Recipient recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
 - ii. Sub-Recipient, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- f. Priority Hiring Considerations. If this MOU includes services in excess of \$200,000, the Sub-Recipient shall give priority consideration in filling vacancies in positions funded by the MOU to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
- g. Loss Leader. If this MOU involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC § 10344(e).)

22. Public Works and Construction

The Grant Funds shall not be used for public works projects. Services constituting public works are described in California Labor Code Sections 1720-1861, as may be amended or recodified by legislative action from time-to-time. The use of Grant Funds for a public works project shall be a breach of this MOU.

23. Conflict of Interest

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

24. Independent Contractor

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

25. Assignment

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

26. Release of Information

- a. Subject to any provisions of law, including but not limited to the California Public Records Act, any Work Product or materials deemed confidential by either Party shall be held confidential by the receiving Party who shall safeguard such confidential materials from unauthorized disclosure, using the same standard of care to avoid disclosure as the receiving Party treats its confidential information, but in no case less than reasonable care. Nothing furnished to either Party which is otherwise known or is generally known, or has become known, to the related industry shall be deemed confidential.
- b. Sub-Recipient shall not release any information or Work Products to a third party or otherwise publish or utilize any information or Work Products obtained or produced by it as a result of or in connection with the performance of services under this MOU without the prior written authorization of SCAG, except as provided under this MOU or as required by law (including, without limitation, pursuant to the California Public Records Act).
- c. All public-facing communications materials relating to this MOU, or its subject matter, shall acknowledge SCAG. Communications materials include, but are not limited to, site signage, printed information materials, print and online publications, websites, advertisements, video, public service announcements, social media postings, events, media advisories, news releases, and all other related materials.

- d. To ensure consistency of public information about SCAG programs and funded work products, Sub-Recipient is required to notify and coordinate with SCAG Project Manager who will coordinate with SCAG's Manager of Media & Public Affairs or a specified designee on any media inquiries or plans for proactively providing information to media outlets.
- e. All communication materials must be provided to SCAG, including SCAG Project Manager, prior to completion so that inclusion of this element can be confirmed.

27. Non-Exclusivity

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

28. Severability

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

29. Survival

The following sections survive expiration or termination of this MOU:

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

30. Flow-Down Provisions

Sub-Recipient shall include the following provisions in all agreements entered into containing funds provided under this MOU, require the provisions below that survive expiration or termination of this MOU to survive, and shall include a requirement in all agreements that each of them in turn include the requirements in all contracts and subcontracts they enter into to perform work under the Project.

SCAG does not have a contractual relationship with Sub-Recipient's Consultant(s), and Sub-Recipient shall be fully responsible for monitoring and ensuring compliance with these provisions.

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

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

31. Jurisdiction and Venue

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

32. Waiver

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

33. Standard of Care

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

34. Force Majeure

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

35. Entire MOU

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

36. Execution

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

37. Effective Date

This MOU shall be effective as of the last date on which the document is executed by all Parties.

38. Authority

Sub-Recipient warrants and certifies that it possesses the legal authority to execute this MOU and to undertake the Project, and, if applicable, that a resolution, motion, or similar action has been fully adopted or passed, as an official act of Sub-Recipient's governing body, authorizing receipt of the Grant Funds, and directing and designating the authorized representative(s) of Sub-Recipient to act in connection with the Project and to provide such additional information as may be required by SCAG.

**SIGNATURE PAGE TO
MEMORANDUM OF UNDERSTANDING
NO. M-056-25**

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

SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (“SCAG”)

By: _____
Erika Bustamante
Acting Chief Financial Officer
Date _____

APPROVED AS TO FORM:

By: _____
Richard Lam
Senior Deputy Legal Counsel
Date _____

In Process

COUNTY OF RIVERSIDE (“Sub-Recipient”)

By: _____
John Hildebrand
Riverside County Planning Director
Date _____

APPROVED AS TO FORM:

By:  _____
Signed by: Aaron Gettis
876CF002E56949E...
Aaron Gettis
Deputy County Counsel
5/13/2025
Date _____

Exhibit A – Scope of Work

Project Name: Riverside County Cabazon Infrastructure Plan

Project Description: The County of Riverside is seeking to develop an infrastructure plan for the unincorporated community of Cabazon. The County will coordinate with utility service providers, tribal governments, and nonprofit organizations to develop the Cabazon Infrastructure Plan (CIP). The Plan will build upon prior and ongoing efforts led by the County, including the Cabazon Community Plan, field surveys, infrastructure demand analysis, and cost estimates. Key efforts of the CIP, include evaluation and recommendations for potential infrastructure projects, preparation of a feasibility analysis/siting study for a wastewater treatment plant to serve the Cabazon Community, and preparation of a Master EIR for infrastructure improvements. The project also includes a comprehensive stakeholder outreach process to ensure diverse input is gathered for the project. The CIP will support an increase of housing production, particularly affordable units, within existing infill areas in Cabazon by evaluating options and proposing alternatives for the development of infrastructure to streamline and incentivize the development of housing.

Final Deliverables:

- Cabazon Wastewater Treatment Plant Feasibility Analysis and Siting Study
- Final Environmental Document(s), including Master EIR
- Final Approved Cabazon Infrastructure Plan
- Staff report and resolution documenting action taken by the Board of Supervisors
- Final Project Metrics

Project Budget: \$997,500.00



Exhibit B – Scope of Work Approval Form
 Regional Early Action Planning Grants of 2021 (REAP 2.0)
 [Full name of program]
 Scope of Work Approval Form - Project Summary

Subrecipient: [Grantee Name]

Project #1: [Project Name]

- ☒ Original Scope of Work Approval
- ☐ Revision Requested to Add, Remove, or Change Project Manager
- ☐ Revision Requested to Project Tasks (Please check all that apply)
- ☐ Revise/Delete a Previously Approved Task

☐ Change Project/Task Date

☐ Other (Please describe)

☐ Revise Task Budget

☐ Change in Deliverable (Interim)

SCAG Approval Date: _____

Revision No. **NUMBER**

Revision Effective Date: _____

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

Project/Activity Tasks Outline

Task and sub-tasks	Staff Costs	Consultant Costs	Total Costs	Begin Date	End Date	Deliverables
1.0 Project Administration						
2.0 Project Management						
3.0 [task name]						
Total Project Cost						



Exhibit B – Scope of Work Approval Form
 Regional Early Action Planning Grants of 2021 (REAP 2.0)
 [Full name of program]
 Scope of Work Approval Form - Project Summary

Requested Revisions to Project Tasks

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

Revised Project/Activity Tasks Outline

Task and sub-tasks	Staff Costs	Consultant Costs	Total Costs	Begin Date	End Date	Deliverables
	In Process					
Total Project Cost						

Route all budget changes to Accounting and B&G.



Exhibit B – Scope of Work Approval Form
Regional Early Action Planning Grants of 2021 (REAP 2.0)
[Full name of program]
Scope of Work Approval Form - Project Summary

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

Revision Approval Requested By:

Project Manager

Name / Title

Signature Date

Revision Approved By:

SCAG Department Manager

Name / Title

Signature Date

Revision Approved By:

SCAG Deputy Director or Authorized Designee

Name / Title

Signature Date

In Process



Exhibit B – Scope of Work Approval Form
Regional Early Action Planning Grants of 2021 (REAP 2.0)
[Full name of program]
Scope of Work Approval Form - Project Summary

Project Metrics

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

1. Sample
☐ Sample

In Process



Exhibit B – Scope of Work Approval Form
Regional Early Action Planning Grants of 2021 (REAP 2.0)
[Full name of program]
Scope of Work Approval Form - Project Summary

1	[name of grantee: project name]
_____ (Insert Number of) Procurements Expected for this Project	
Brief Description of Project: (Pulled from project application)	
Revision Summary:	

In Process



Exhibit B – Scope of Work Approval Form
Regional Early Action Planning Grants of 2021 (REAP 2.0)
[Full name of program]
Scope of Work Approval Form - Project Summary

Signatures on this page indicate approval of the initial Scope of Work Approval Form in its entirety. Revisions do not require new signatures in this section.

Initial SAF Approved By:

Project Manager

Name / Title

Initial SAF Approved By:

SCAG Department Manager

Name / Title

SRP2

Signature Date

Signature Date

Initial SAF Approved By:

SCAG Deputy Director or Authorized Designee

Name / Title

Signature Date

In Process

Exhibit C

Invoice Submittal Requirements

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

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

Exhibit D – Sub-Recipient Report Template

PENDING GUIDANCE FROM HCD

In Process