

**WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS  
REGIONAL EARLY ACTION PLANNING ('REAP') LOCAL STAFF ASSISTANCE  
PROGRAM AGREEMENT**

1. Parties and Date.

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the Western Riverside Council of Governments, a California public agency ("WRCOG") and City of Moreno Valley ("Member Agency"), City Government, whose address is 14177 Frederick St, Moreno Valley, CA 92553. WRCOG and Member Agency are sometimes individually referred to as "Party" and collectively as "Parties."

2. Recitals.

2.1 Member Agency.

The Member Agency desires to participate in the Regional Food Recovery and Local Assistance program and made possible through WRCOG's REAP GRANT (the "Program") in order to receive certain on-call professional services as provided by WRCOG via its chosen consultant pursuant to the terms and conditions set forth in this Agreement and in the task order(s) to be issued pursuant to this Agreement and executed by the parties ("Task Order").

3. Terms.

3.1 Scope of Services and Term. Member Agency has requested WRCOG to provide certain professional service ("Services") offered under the Program.

3.1.1 Term. The term of this Agreement shall be from [INSERT DATE] to [INSERT DATE], unless earlier terminated as provided herein.

3.1.2 Services. The Services to be provided under this agreement shall be set forth in Task Orders approved by WRCOG and the Member Agency. The Task Order shall include a description of the Services, the requested schedule for the Services, the Consultant assigned to perform the Services ("the Consultant"), the expected product and the maximum budget for the Services provided under the Task Order. The maximum cost of Consultant's work provided to the Member Agency shall not exceed the maximum budget set forth in the Task Order without the written approval from WRCOG.

3.2 Insurance. WRCOG shall require the Consultant to procure and maintain, at its own expense, 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 its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall give both WRCOG and the Member Agency insured status.

### 3.3 General Provisions.

#### 3.3.1 Termination of Agreement.

(a) Grounds for Termination. WRCOG or the Member Agency may terminate the whole or any part of this Agreement at any time and without cause by giving written notice of such termination, and specifying the effective date thereof, at least ninety (90) days before the effective date of such termination.

3.3.2 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:

**Member Agency:** City of Moreno Valley  
Attn: Purchasing & Sustainability Manager  
14177 Frederick St  
Moreno Valley, CA 92553

**WRCOG:** Western Riverside Council of Governments  
3390 University Ave., Suite 200  
Riverside, CA 9501  
Attn: Kurt Wilson  
Phone: 951-405-6701

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.

3.3.3 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.

3.3.4 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.

3.3.5 Indemnification. WRCOG's agreement with the Consultant shall require the Consultant to defend, indemnify and hold the Member Agency, 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 the Services provided by the Consultant under the Program.

3.3.6 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.

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

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

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

3.3.10 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.

3.3.11 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to the Member Agency 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.

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

3.3.13 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.

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

3.3.15 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.

3.3.16 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.

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

**[SIGNATURES ON FOLLOWING PAGE]**

**DRAFT**

**SIGNATURE PAGE  
TO  
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS  
AGREEMENT FOR ON-CALL PLANNING SERVICES**

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

WESTERN RIVERSIDE COUNCIL  
OF GOVERNMENTS

City of Moreno Valley

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

By: \_\_\_\_\_  
Mike Lee  
City Manager

APPROVED AS TO FORM:

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

By: \_\_\_\_\_  
City Attorney  
City of Moreno Valley