

**AMENDMENT NO. 1
TO THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
REGIONAL FOOD RECOVERY AND LOCAL ASSISTANCE
PROGRAM AGREEMENT**

1. PARTIES AND DATE.

This Amendment No. 1 to the Western Riverside Council of Governments Regional Food Recovery and Local Assistance Program Agreement (“Amendment No. 1”) is entered into this ____ day of _____, 2024 by and between the WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS (“WRCOG”) and CITY OF MURRIETA (“Member Agency”). The WRCOG and Member Agency are sometimes referred to individually as “Party” and collectively as “Parties.”

2. RECITALS.

2.1 On or about August 17, 2023, the Parties entered into the Western Riverside Council of Governments Regional Food Recovery and Local Assistance Program Agreement for Member Agency to receive certain on-call professional services as provided by WRCOG under the Regional Food Recovery and Local Assistance Program (“Agreement”).

2.2 The Parties now desire to amend the Agreement to revise the Term and Payment.

3. TERMS.

3.1 Term. Section 3.1.1 of the Agreement is hereby deleted and replaced as follows:

“Term. The term of the Agreement shall be from August 1, 2023, to August 1, 2025, unless earlier terminated as provided herein. ”

3.2 Payment. Section 3.1.1 of the Agreement is hereby deleted and replaced as follows:

“Payment. WRCOG shall receive payment for all Services rendered under this Agreement at the amount set forth in Exhibit B, which includes the capacity planning and year two costs, and a 7.5% fee of the total amount for all Services rendered for WRCOG’s administrative services. The Member Agency’s total payment under this Agreement to WRCOG shall not exceed Sixty Eight Thousand, Nine Hundred and Ninety-Nine Dollars and Ninety Five Cents (\$68,999.95) for the first year of the Services and Fifty-Six Thousand Four Hundred Thirty-Eight (\$56,438.00) for the second year of the Services (cumulatively, the “Total Payment”) without written approval by Member Agency.

(a) Submitting Payment. WRCOG shall submit to Member Agency on a quarterly basis an 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 for the Services through the date of the statement. Member Agency shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon.”

3.3 Exhibit B. Exhibit B, as referenced in Section 3.2 above, is attached hereto and incorporated by reference and hereby added to the Agreement.

3.3 Except as set forth herein, all provisions of the Agreement and Amendments shall remain in full force and effect, and shall govern the actions of the Parties hereto and the amended provisions set forth in this Amendment No. 1.

[SIGNATURE PAGE TO FOLLOW]

**SIGNATURE PAGE TO AMENDMENT NO. 1 TO
THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS REGIONAL FOOD
RECOVERY AND LOCAL ASSISTANCE PROGRAM AGREEMENT**

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 on the date first written above.

**WESTERN RIVERSIDE COUNCIL OF
GOVERNMENTS**

City of Murrieta

By _____
Kurt Wilson
Executive Director

By _____
Kim Summers
City Manager

Attest:

By _____
Cristal McDonald, MMC, City Clerk

Approved as to Form:

By _____
Best Best & Krieger LLP
WRCOG General Counsel

By _____
Tiffany Israel, City Attorney

EXHIBIT B

Capacity Planning

WRCOG Estimated of Edible Food Recovery Capacity Planning

Jurisdiction	Population	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Task 7	Task 8	Total Fees
Jurupa Valley	107,083	215	\$403	\$1,299	\$866	\$0	\$0	\$0	\$403	\$3,187
Moreno Valley	208,838	419	\$787	\$2,533	\$1,689	\$0	\$0	\$0	\$787	\$6,215
Murrieta	115,561	232	\$435	\$1,402	\$934	\$0	\$0	\$0	\$435	\$3,439
Perris	80,201	161	\$302	\$973	\$648	\$0	\$0	\$0	\$302	\$2,387
San Jacinto	51,028	102	\$192	\$619	\$413	\$0	\$0	\$0	\$192	\$1,518
Total County	562,711	1,130	\$2,120	\$6,825	\$4,550	\$0	\$0	\$0	\$2,120	\$16,745

Project Staff	Hourly Rate
David Davis, Principal MSW Consultants	\$225 per hour
Liselle DeGrave/Rachel McGuire, Principal/Sr. Comm Mgr.	\$175 per hour
Lucas Arias, Project Manager MSW Consultants	\$175 per hour
Cynthia Vant Hul, Project Manager Mariposa EcoConsulting	\$225 per hour
Girard Mobley, Project Analyst MSW Consultants	\$175 per hour
Account Executive DeGrave	\$150 per hour
Strategic Visual Designer DeGrave	\$140 per hour
Mariposa, Project Analyst	\$165 per hour
Outreach Technician, Friederich, Schill, Mariposa	\$165 per hour

WRCOG Estimated of Regional Food Recovery & Local Assistance Program

Jurisdiction	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Task 7	Task Costs	7.5% WRCOG Fee	Total Cost
Banning	\$1,141	\$1,237	\$1,214	\$424	\$13,020	\$959	\$894	\$18,889	\$1,416.64	\$20,305
Beaumont	2,084	2,258	2,216	774	14,973	\$1,751	1,633	25,689	1,927	27,616
Calimesa	411	445	437	152	3,255	\$345	322	5,367	402	5,769
Canyon Lake	421	456	448	156	2,604	\$354	330	4,769	358	5,126
Corona	6,022	6,526	6,404	2,236	70,308	\$5,059	4,720	101,275	7,596	108,870
Eastvale	2,691	2,916	2,862	999	13,020	\$2,260	2,109	26,856	2,014	28,870
Hemet	3,409	3,695	3,626	1,266	23,436	\$2,864	2,672	40,967	3,073	44,040
Jurupa Valley	4,031	4,369	4,288	1,497	29,295	\$3,387	3,160	50,026	3,752	53,778
Lake Elsinore	2,698	2,924	2,869	1,002	19,530	\$2,266	2,114	33,403	2,505	35,908
Menifee	4,011	4,347	4,266	1,489	14,322	\$3,370	3,144	34,948	2,621	37,569
Moreno Valley	7,977	8,645	8,484	2,961	50,778	\$6,701	6,252	91,797	6,885	98,682
Murrieta	4,260	4,616	4,530	1,581	30,597	\$3,578	3,338	52,501	3,938	56,438
Norco	983	1,065	1,045	365	16,275	\$826	770	21,330	1,600	22,930
Perris	3,010	3,262	3,201	1,117	8,463	\$2,528	2,359	23,939	1,795	25,735
Riverside	11,960	12,961	12,720	4,440	93,093	\$10,048	9,373	154,595	11,595	166,190
San Jacinto	2,084	2,259	2,217	774	12,369	\$1,751	1,634	23,087	1,732	24,819
Temecula	4,179	4,528	4,444	1,551	46,221	\$3,510	3,275	67,709	5,078	72,787
Wildomar	1,402	1,519	1,491	520	5,859	\$1,178	1,099	13,068	980	14,048
Unincorporated (W)	9,957	10,791	10,590	3,696	42,315	\$8,365	7,804	93,518	7,014	100,532
Total County	\$72,731	\$78,818	\$77,350	\$27,000	\$509,733	\$61,100	\$57,000	\$883,732	\$66,280	\$950,011

Year 2 Budget

Task	Description	Principal MSW Consultants	Principal in Charge/Sr. Communications Manager DeGrave	Project Manager MSW Consultants	Project Manager Mariposa EcoConsulting	Project Analyst MSW Consultants	Account Executive DeGrave	Strategic Visual Designer DeGrave	Project Analyst Mariposa	Outreach Technicians MSW Consultants	Total Hours	Total Cost
1	Project Management											
1.1	Kickoff Meeting	5	0	20	0	0	0	0	0	0	25	\$4,625
1.2	Project Team Coordination	22	0	54	0	54	0	0	0	86	216	\$38,106
1.3	Project Management Update Meetings	40	0	120	0	0	0	0	0	0	160	\$30,000
	Subtotal - Task 1	67	0	194	0	54	0	0	0	86	401	\$72,731
2	Capacity and Compliance											
2.1	Food Recovery Agencies and Organizations	7	0	26	0	33	0	0	0	66	131	\$22,598
2.2	Tier 1 and Tier 2 Compliance	16	0	65	0	82	0	0	0	163	326	\$56,220
	Subtotal - Task 2	23	0	91	0	115	0	0	0	229	457	\$78,818
3	Public Outreach											
3.1	Develop Outreach and Education Plan		100				82	45			227	\$36,100
3.2	Implement Outreach and Education Plan		100				83	45			228	\$36,250
	Subtotal - Task 3	0	200	0	0	0	165	90	0	0	455	\$72,350
4	Inspection Program Development											
	Subtotal - Task 4	8	0	106	0	38	0	0	0	0	152	\$27,000
5	Inspection Program Implementation											
	Subtotal - Task 5	88	0	734	88	734	0	0	264	1,028	2,936	\$509,733
6	Food Recovery Program											
	Subtotal - Task 6	16	0	163	65	82	0	0	0	0	326	\$61,100
7	Final Report											
	Subtotal - Task 7	15	0	152	61	76	0	0	0	0	304	\$57,000
	Total Hours	217	200	1,440	214	1,099	165	90	264	1,343	5,032	
	Hourly Rate	\$225	\$175	\$175	\$225	\$175	\$150	\$140	\$165	\$165		
	Subtotal Fees	\$48,743	\$35,000	\$252,046	\$48,170	\$192,292	\$24,750	\$12,600	\$43,603	\$221,527		\$878,732
	Expenses						\$5,000					\$5,000
	Total	\$48,743	\$35,000	\$252,046	\$48,170	\$192,292	\$29,750	\$12,600	\$43,603	\$221,527		\$883,732