

**MEMORANDUM OF UNDERSTANDING BETWEEN
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
AND CITY OF MORENO VALLEY REGARDING CLEAN
MOBILITY PROGRAM**

This Memorandum of Understanding (“MOU”) is made and entered into this ____ day of _____, 2025, (“Effective Date”) by and between the Western Riverside Council of Governments, a California public agency (“WRCOG”) and the City of Moreno Valley, a California public agency (“City”). WRCOG and City are sometimes individually referred to as “Party” and collectively as “Parties”.

RECITALS

A. WRCOG entered into a Grant Agreement, dated _____, with Calstart to support the deployment of zero-emission vehicles and infrastructure throughout Western Riverside County under a Clean Mobility Program (the “Grant Agreement”);

B. The City recognizes the importance of addressing mobility challenges within the community, especially among residents disproportionately burdened by poor air quality;

C. The City also recognizes the success WRCOG has had in conducting a needs assessment in the City;

D. The City desires to partner with WRCOG in deploying vehicles and potentially charging infrastructure within the City;

E. The purpose of this MOU is to outline the partnership between WRCOG and the City, and the Parties acknowledge that additional agreements may be required to formalize funding, liability, and implementation details.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Incorporation of Recitals. The recitals set forth above are true and correct and are incorporated into this Agreement as though fully set forth herein.

2. Term and Termination.

(a) Term. This Agreement shall commence on the Effective Date and continue through the expiration or termination of the Grant Agreement, unless terminated earlier as provided herein (“Term”).

(b) Termination. Either party may terminate this MOU by providing at least thirty (30) days written notice to the other Party, with or without cause. In cases of breach, the MOU may be terminated immediately by the non-breaching party.

3. Miscellaneous Provisions.

(a) Funding. The City is in no way obligated to provide any funding for this program.

(b) Entire Agreement. This MOU constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes any and all prior and contemporaneous oral or written negotiations, representations, or agreements.

(c) Notices, Demands and Communications Between the Parties. Formal notices, demands, and communications between the Parties shall be deemed sufficiently given if delivered by: (i) commercial overnight delivery; (ii) messenger service for immediate personal delivery; or (iii) electronic transmittal, including electronic mail and/or fax transmissions, subject to written verification of receipt by the receiving party.

All notices, demands and communications shall be sent, as follows:

To WRCOG:

Western Riverside Council of
Governments
3390 University Avenue, Suite #450
Riverside, CA 92501
Attn: Taylor York, Program Manager

To City:

City of Moreno Valley
14177 Frederick St.
Moreno Valley, CA 92553
Attn: Melissa Walker, Public Works
Director

(d) Counterparts. This MOU may be signed in counterparts, each of which shall constitute an original.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE
TO
MEMORANDUM OF UNDERSTANDING BETWEEN
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IN WITNESS WHEREOF, the Parties hereby have made and executed this MOU as of the date first written above.

WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS

CITY OF MORENO VALLEY

By: _____
Dr. Kurt Wilson
Executive Director

By: _____
Brian Mohan
City Manager

APPROVED AS TO FORM:

ATTEST:

By: _____
Best Best & Krieger LLP
General Counsel

By: _____