Western Riverside Council of Governments
WRCOG Executive Committee

REVISED AGENDA

Monday, March 6, 2023
2:00 PM

Western Riverside Council of Governments
County of Riverside Administrative Center
4080 Lemon Street, 1st Floor, Board Chambers
Riverside, CA 92501

Public Zoom Link
Meeting ID: 893 7088 6219
Passcode: 20230206
Dial in: (669) 444-9171 U.S.

Remote In Person Location
Residence Inn at Capital Park
1121 15th Street, General Lobby
Sacramento, CA 95814

In compliance with the Americans with Disabilities Act and Government Code Section 54954.2, if special assistance is needed to participate in the Executive Committee meeting, please contact WRCOG at (951) 405-6703. Notification of at least 48 hours prior to meeting time will assist staff in assuring that reasonable arrangements can be made to provide accessibility at the meeting. In compliance with Government Code Section 54957.5, agenda materials distributed within 72 hours prior to the meeting which are public records relating to an open session agenda item will be available for inspection by members of the public prior to the meeting at 3390 University Avenue, Suite 200, Riverside, CA, 92501.

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

Any member of the public requiring a reasonable accommodation to participate in this meeting in light of this announcement shall contact Janis Leonard 72 hours prior to the meeting at (951) 405-6702 or jleonard@wrcog.us. Later requests will be accommodated to the extent feasible.

The Committee may take any action on any item listed on the agenda, regardless of the Requested Action.

1. CALL TO ORDER (Crystal Ruiz, Chair)

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. PUBLIC COMMENTS

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

5. CONSENT CALENDAR

All items listed under the Consent Calendar are considered to be routine and may be enacted by one motion. Prior to the motion to consider any action by the Committee, any public comments on any of the Consent Items will be heard. There will be no separate action unless members of the Committee request specific items be removed from the Consent Calendar.

A. Summary Minutes from the February 6, 2023, Executive Committee Meeting

Requested Action(s):

1. Approve the Summary Minutes from the February 6, 2023, Executive Committee meeting.

B. Finance Department Activities Update

Requested Action(s):

1. Receive and file.

C. WRCOG Committees and Agency Activities Update

Requested Action(s):

1. Receive and file.

D. Report out of WRCOG Representatives on Various Committees

Requested Action(s):

1. Receive and file.

E. TUMF Program Activities Update: Approval of Reimbursement Agreement and Credit Agreement

Requested Action(s):

1. Authorize the Executive Director to execute a TUMF Reimbursement Agreement with the City of Moreno Valley for the SR-60 / World Logistics Center Parkway Interchange Project in the Amount of $3,500,000.
2. Authorize the Executive Director to execute a TUMF Credit Agreement with Riverside County / Cal Hearthstone for improvements to Briggs Road for a not to exceed amount of $225,821.

F. Summary of Proposed Projects for Regional Early Action Planning (REAP) Grant Program - Subregional Partnership Program (SRP) 2.0

Requested Action(s):

1. Direct staff to submit a grant application to the Southern California Association of Governments for the SRP under the REAP 2.0 Program in the amount of $1.6M.

G. City of Corona TUMF Reimbursement Request Prior to Exhaustion of TUMF Credits

Requested Action(s):

1. Deny a request from the City of Corona to provide an early developer reimbursement prior to the exhaustion of TUMF credits.
2. Direct staff to maintain the current policy prohibiting developer reimbursement prior to the exhaustion of TUMF credits.

H. Western Riverside County Clean Cities Coalition Activities Update

Requested Action(s):

1. Receive and file.

6. REPORTS / DISCUSSION

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

A. California Air Resources Board 2022 Scoping Plan Presentation

Requested Action(s):

1. Receive and file.

B. Approval of WRCOG Strategic Plan

Requested Action(s):

1. Discuss the item and either affirm the current version of the Strategic Plan or approve an amended version of the Plan.

C. Fiscal Year 2021/2022 Agency Audit

Requested Action(s):

1. Receive and file.

D. WRCOG Financial Sustainability Modeling and Fiscal Year 2023/2024 Budget Introduction

Requested Action(s):

1. Receive and file.

E. Fiscal Year 2022/2023 Q2 Financial Update

Requested Action(s):

1. Approve the mid-year budget amendment to the WRCOG 2022/2023 Fiscal Year Budget.

7. REPORT FROM THE TECHNICAL ADVISORY COMMITTEE CHAIR

Rob Johnson, City of San Jacinto

8. REPORT FROM COMMITTEE REPRESENTATIVES

CALCOG, Brian Tisdale
SANDAG Borders Committee, Crystal Ruiz
SAWPA OWOW Committee, Ted Hoffman
SCAQMD, Ben Benoit
SCAG Regional Council and Policy Committee Representatives

9. REPORT FROM THE EXECUTIVE COMMITTEE CHAIR

Crystal Ruiz, City of San Jacinto

10. REPORT FROM THE EXECUTIVE DIRECTOR

Dr. Kurt Wilson

Access the written update here.

11. ITEMS FOR FUTURE AGENDAS
Members are invited to suggest additional items to be brought forward for discussion at future Committee meetings.

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

13. NEXT MEETING
The next Executive Committee meeting is scheduled for Monday, April 3, 2023, at 2:00 p.m., in the County of Riverside Administrative Center, 4080 Lemon Street, 1st Floor, Board Chambers, Riverside.

14. ADJOURNMENT
The meeting is being adjourned in memoriam of City of Norco Mayor Pro Tem, Ted Hoffman.

WRCOG Executive Committee

Minutes

1. CALL TO ORDER

The meeting of the WRCOG Executive Committee was called to order by 2nd Vice-Chair Rita Rogers at 2:06 p.m. on February 6, 2023, at the Riverside County Administrative Center, 4080 Lemon Street, 1st Floor Board Chambers, Riverside.

2. PLEDGE OF ALLEGIANCE

Supervisor Kevin Jeffries led the Committee members and guests in the Pledge of Allegiance.

3. WELCOME NEW COMMITTEE MEMBERS

- City of Banning - Rick Minjares
- City of Canyon Lake - Mark Terry
- City of Hemet - Jackie Peterson
- City of Menifee - Bob Karwin
- City of Moreno Valley - Elena Baca-Santa Cruz
- City of Wildomar - Dustin Nigg
- County of Riverside, District 5 - Yxstian Gutierrez

4. ROLL CALL

- City of Banning - Rick Minjares*
- City of Calimesa - Jeff Cervantez
- City of Canyon Lake - Mark Terry
- City of Corona - Jacque Casillas
- City of Eastvale - Christian Dinco
- City of Hemet - Jackie Peterson
- City of Lake Elsinore - Brian Tisdale
- City of Menifee - Bob Karwin
- City of Moreno Valley - Elena Baca-Santa Cruz
- City of Murrieta - Ron Holliday
- City of Norco - Kevin Bash
- City of Perris - Rita Rogers
- City of Riverside - Ronaldo Fierro
- City of Temecula - James Stewart
- City of Wildomar - Dustin Nigg
- County, District 1 - Kevin Jeffries
- County, District 2 - Karen Spiegel
- County, District 3 - Chuck Washington*

- Eastern Municipal Water District (EMWD) - Phil Paule
- Western Municipal Water District (WMWD) - Brenda Dennstedt

*Arrived after Roll Call

5. CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION pursuant to Section 54959.9(d)(1): One case:

1. Case number: RIC1707201 c/w RIC1712042

CONFERENCE WITH LABOR NEGOTIATORS

Agency designated representative: Executive Director
Unrepresented employees: All agency employees

There were no reportable actions.

6. PUBLIC COMMENTS

There were no public comments.

7. CONSENT CALENDAR

RESULT: **APPROVED AS RECOMMENDED**
MOVER: Norco
SECONDER: Lake Elsinore
AYES: Calimesa, Corona, Eastvale, Lake Elsinore, Menifee, Moreno Valley, Murrieta, Norco, Perris, Riverside, Temecula, Wildomar, District 1, District 2, District 3, EMWD, WMWD
ABSTAINED: Banning, Canyon Lake, Hemet abstained from the Minutes only.

A. Assembly Bill 361 Findings

<u>Action</u>:

1. Affirmed the findings of the Executive Committee in Resolution Number 01-22, adopted on April 4, 2022, which are:
   a. The Governor proclaimed a State of Emergency on March 4, 2020, related to the COVID-19 pandemic, which State of Emergency continues to exist today; and
   b. State or local officials have recommended measures to promote social distancing.

B. Summary Minutes from the December 5, 2022, Executive Committee Meeting

<u>Action</u>:

1. Approved the Summary Minutes from the December 5, 2022, Executive Committee meeting.

C. Finance Department Activities Update

<u>Action</u>:

1. Received and filed.

D. WRCOG Committees and Agency Activities Update

Action:
1. Received and filed.

E. Report out of WRCOG Representatives on Various Committees

Action:
1. Received and filed.

F. TUMF Program Activities Update: Approval of Reimbursement Agreement

Action:
1. Authorized the Executive Director to execute a TUMF Reimbursement Agreement with the City of Menifee for the Planning, Engineering, and Right-of-Way Phases for the Menifee Road (Scott Road to Garbani Road) Project in an amount not to exceed $2,169,000.

G. I-REN Program Status and Quarterly Update

Action:
1. Received and filed.

H. Commercial PACE Activities Update - Limited Appointment of Program Administrative Responsibility to Nuveen Green Capital

Action:
1. Adopted Resolution Number 01-23; A Resolution of the Executive Committee of the Western Riverside Council of Governments authorizing and appointing Greenworks Lending, LLC, as a Program Administrator in connection with the Temecula Senior Living Center, LLC, Commercial PACE Assessment Lien and documents related thereto and approving other actions in connection thereto.

I. Classification and Compensation Study Results and Budget Impacts

Actions:
1. Adopted Resolution Number 02-23; A Resolution of the Executive Committee of the Western Riverside Council of Governments adopting the Fiscal Year 2022/2023 publicly available salary schedule effective July 1, 2022, through June 30, 2023, as required by the California Public Employee's Retirement System.
2. Approved a Budget amendment allocating the unallocated labor increase approved in WRCOG's Fiscal Year 2022/2023 budget.

8. REPORTS / DISCUSSION

A. Report on Remote Public Meeting Requirements

Steven DeBaun, WRCOG General Counsel, gave a presentation regarding teleconferencing for committee meetings that meet Brown Act requirements which had previously been waived or modified by Governor's Executive Orders, and AB 361. The State of Emergency is set to expire on February 28, 2023, therefore, AB 361 will no longer be available for committees to use.

There are two options that committees may implement: pre-pandemic rules, or AB 2449. In pre-pandemic rules, the classic rules still apply, which would have committee members give their location on the agenda, post the agenda at the site, allow public access to the site, and conduct roll call votes. Video is not mandatory, audio only is acceptable, but there must be a quorum of the committee present.

AB 2449 has similar requirements as AB 361, but committee members must provide just cause, or have a medical emergency, that would prevent him/her from attending in person. Under both circumstances, the committee member must give notice to the legislative body at the earliest opportunity, with a general description of reasons. For medical emergencies, the legislative body must take action to approve the request as a late item by 2/3 vote. Just cause can be used no more than two meetings per year, and medical emergencies can be no more than three consecutive months and and no more than 20% of meetings. Committee members must disclose if anyone over 18 years of age is also present and their relationship to the committee member. They must also allow for both audio and video conferencing for the public at all times.

Committee member Karen Spiegel asked to clarify the term "teleconferencing."

Mr. DeBaun explained that for pre-pandemic rules, audio only is ok. If AB 2449 is implemented, the committee must use both audio and video.

Committee member Jacque Casillas suggested using the same zoom link for the public, to which Mr. DeBaun said it is legal, but that every vote will have to be a roll call vote for the public to be aware of who voted for what items.

Committee member Bob Karwin asked about the legislative intent behind the restriction of remote participation.

Mr. DeBaun said the intent is unclear.

Committee member Brian Tisdale commented that the Committee should make a decision of how subsequent meetings will be held.

The item was originally a receive and file, but Executive Director Dr. Kurt Wilson then asked Mr. DeBaun if the blanket language included in the agenda would allow the Committee to make a decision today, to which Mr. DeBaun said yes.

Committee member Elena Baca-Santa Cruz asked if the Committee is required to attend in person, could a Zoom link still be provided for members of the public?

Mr. DeBaun responded that a Zoom link could be provided for members of the public.

Committee member Spiegel asked if the public zoom link would also allow for public comment.

Mr. DeBaun said this was not specified under the Brown Act, therefore, it is up to the Committee to decide if they would allow it.

Committee member James Stewart emphasized that under AB 2449, there must be just cause or medical emergency. It is not something that can be done on a regular basis.

Committee member Casillas asked if AB 2449 had to be implemented within a certain window.

Mr. DeBaun clarified that it could be implemented in future meetings as long as it was added to the agenda, and then return to the old rules.

Committee member Brenda Dennstedt commented that Western Municipal Water District decided to roll back to the original 1988 rules, while allowing livestreaming and a zoom link for the public and staff members who are unable to attend.

Committee member Chuck Washington asked for clarification that under the old rules, his city Councilman could request participation in the meeting from Temecula City Hall, post it on the agenda, and have the location available to the public.

Mr. DeBaun concurred.

Dr. Wilson asked if it would apply to just the Executive Committee, or all committees.

Committee member Tisdale clarified that today's action would apply to all of WRCOG's Brown Act committees.

Actions:

1. Reaffirmed that the Committee would return to in-person meetings under the Brown Act Rules.
2. Directed staff to include a Zoom link to Committee meeting agendas for members of the public.

RESULT: APPROVED
MOVER: Lake Elsinore
SECONDER: Murrieta
AYES: Calimesa, Canyon Lake, Corona, Eastvale, Hemet, Lake Elsinore, Menifee, Moreno Valley, Murrieta, Norco, Perris, Riverside, Temecula, District 2, District 3, EMWD, WMWD
NAYS: Banning, Wildomar

B. 2023 General Assembly Community Service Award Selection Guidelines

Julian Brambilla, WRCOG Staff Analyst, reported that every year, officials from WRCOG member agencies provide nominations for Community Service Awards, which highlight community members who have gone above and beyond their respective roles to support the Western Riverside County subregion. The nomination period will begin in early February, the Administration & Finance Committee will consider all nominations at its March meeting, and the Executive Committee will finalize the awardees at its April meeting.

Committee member Karen Spiegel asked for clarification on the definition of who would qualify as a "public official."

Committee member Jeff Cervantez suggested using the term "elected public officials" so that people who are nominated can still be considered for the award.

The Committee voted to update the award selection guidelines for the upcoming nomination period as follows:

1. Recipient exhibits exemplary volunteerism;
2. Recipient is not a current elected public official;
3. Recipient is not currently employed by a WRCOG member agency; and
4. There are two award categories: individual and group.

The Committee also made changes to clarify who can submit a nomination. Previous wording specified that only City Managers from the Technical Advisory Committee (TAC) could make nominations. Now nominations can be accepted by all TAC members. Additionally, a 200-word limit on the nomination form will be more strictly enforced moving forward.

Action:

1. Approved the community Service Award selection guidelines.

RESULT: APPROVED
MOVER: District 2
SECONDER: Canyon Lake
AYES: Banning, Calimesa, Canyon Lake, Corona, Eastvale, Hemet, Lake Elsinore, Menifee, Moreno Valley, Murrieta, Norco, Perris, Riverside, Temecula, District 2, District 3, District 5, WMWD

C. Approval of WRCOG Strategic Plan

Due to time constraints, this item was moved to the March agenda.

Action:

1. Moved to March.

9. REPORT FROM THE TECHNICAL ADVISORY COMMITTEE CHAIR

TAC Chair Rob Johnson provided a brief update about the MS4 Permit compliance. The Permit is now roughly 10 years past renewal and there have been some changes. Permits are now a tri-county Permit and includes Orange, Riverside, and San Bernardino Counties. There is also a requirement to create a comprehensive watershed management plan, and full implementation of trash-capture devices, which must be in place by December 2, 2030. The current fee waiver for public construction activities will be eliminated and there is increased inspection and reporting frequency for commercial industrial sites. The Permit should be finalized by mid-2023.

The TAC received a presentation on a Fee Comparison Analysis based on 2022 fees on development by jurisdiction, which was emailed to City Managers in December and is also available from WRCOG.

The TAC recommended that the Energy Resilience plan be approved by the Executive Committee.

TAC also recommended that the Committee not approve the amendment to the TUMF administration plan and reimbursement model.

The C-PACE Program received an update on projects for $158M in funding.

The Residential Trip Generation Study is still under review.

10. REPORT FROM COMMITTEE REPRESENTATIVES

Committee member Brian Tisdale, CALCOG representative, reported that CALCOG now has a bill tracker on www.calcog.org. The Regional Leadership Forum will take place in Riverside on March 6 and 7, 2023.

Committee member Ted Hoffman, SAWPA OWOW representative, reported that they approved the planned city incorporation of 2022 Riverside County Storm Water Resource Plan into the OWOW Plan. This will make Riverside County eligible for grant funds.

11. REPORT FROM THE EXECUTIVE COMMITTEE CHAIR

The Executive Committee Chair was not present.

12. REPORT FROM THE EXECUTIVE DIRECTOR

Dr. Kurt Wilson announced that a report from the California Air Resources Board will be on next month's agenda. Planning for General Assembly has started, with save-the-dates coming in the next few days. This year, the registration process will be automated. The sponsorship component has begun, and WRCOG has received its first commitment from Pechanga for $50K.

13. ITEMS FOR FUTURE AGENDAS

There were no items for future agendas.

14. GENERAL ANNOUNCEMENTS

Committee member Kevin Bash announced that the City of Norco will be renaming their post office to honor fallen Marine, Kareem Nikoui, on Friday, February 10, 2023, at 11:00 a.m. Committee member Bash thanked Congressman Calvert for pushing for Congress' approval, and got a unanimous vote to make this possible.

15. NEXT MEETING

The next Executive Committee meeting is scheduled for Monday, March 6, 2023, at 2:00 p.m., in the Riverside County Administrative Center, 4080 Lemon Street, 1st Floor Board Chambers, Riverside.

16. ADJOURNMENT

The meeting was adjourned at 3:52 p.m.

Item 5.B

Western Riverside Council of Governments
WRCOG Executive Committee

Staff Report

Subject: Finance Department Activities Update

Contact: Andrew Ruiz, Chief Financial Officer, aruiz@wrcog.us, (951) 405-6740

Date: March 6, 2023

Requested Action(s):

1. Receive and file.

Purpose:

The purpose of this item is to provide an update on the Agency financials through December 2022.

WRCOG 2022-2027 Strategic Plan Goal:

Goal #3 - Ensure fiscal solvency and stability of the Western Riverside Council of Governments.

Background:

On January 12, 2022, the Executive Committee adopted a new Strategic Plan with specific fiscal-related goals:

1. Maintain sound, responsible fiscal policies.
2. Develop a process to vet fiscal impact(s) and potential risk(s) for all new programs and projects.
3. Provide detailed financial statements for public review online.

Regarding goal #1, staff have planned out a process to go through and revise all of its fiscal-related policies and plan to have them vetted and revised by the end of the fiscal year. Staff will begin by updating its investment policy with the assistance of its financial advisor, Public Financial Management (PFM), and will seek input from the Finance Directors Committee at its next meeting.

Regarding goal #3, staff have updated the public financial statements with significantly more detail, including breaking out each line item by fund, department, and program. These detailed financial statements provide more transparency into each of the Agency's funds and programs.

As staff continue to work through these goals, input through WRCOG's Committee structure will be important to ensure the goals are being met.

Financial Report Summary Through December 2022

The Agency's Financial Report summary through December 2022, a detailed overview of WRCOG's financial statements in the form of combined Agency revenues and costs, plus a detailed breakout, is provided as an attachment to this Staff Report.

A fund-level, budget-to-actual report has been added to this staff report, as well as additional graphs. Additionally, some account descriptions have been broken out and cleaned up. These changes have been made based on input received from members of WRCOG's various committees.

Fiscal Year (FY) 2021/2022 Year End and Agency Audit

FY 2021/2022 has now ended and the Agency's books have now been closed. WRCOG will be utilizing the services of the audit firm Van Lant and Fankhanel (VLF) to conduct its financial audit. During FY 2021/2022, an RFP was released for financial auditing services as a Government Finance Officers Association (GFOA) best practice, as WRCOG has utilized auditing firm Rogers, Anderson, Malody and Scott for the past five years. WRCOG ended up selecting a new audit firm (VLF) to conduct its audits based on the results of the RFP.

In July 2022, VLF conducted the first phase of the audit, known as the interim audit, which involved preliminary audit work that was conducted prior to the books being fully closed. The interim audit tasks were conducted in order to gain an understanding of the Agency's processes during the year and to compress the period needed to complete the final audit after the books have been closed. The interim audit has now been completed and the full audit has started in October 2022 with expected completion by the end of February 2023.

While the audit is mostly completed, WRCOG's auditors recommended a change to two of its custodial funds in accordance with GASB 84. These two funds are the HERO custodial fund and the TUMF fund. The HERO Program issued bonds when it was in operations, so some level of activity should be reported by WRCOG in its financial statements. The TUMF fund historically has been recognized as a special revenue fund, but the auditors are recommending this be switched to a custodial fund based on the criteria in GASB 84. Due to this, the audit has taken slightly longer than expected due to the additional information gathering.

WRCOG's auditors will be presenting an update at this committee meeting along with an overview of the audit results.

Prior Action(s):
February 23, 2023: The Finance Directors Committee received and filed.

February 8, 2023: The Administration & Finance Committee received and filed.

Fiscal Impact:
Finance Department activities are included in the Agency's adopted Fiscal Year 2022/2023 Budget under the Administration Department under Fund 110.

Attachment(s):
Attachment 1- December 2022 Agency Financials

Attachment

December 2022
Agency Financials

Western Riverside Council of Governments
Budget-to-Actuals
As of December 31, 2022

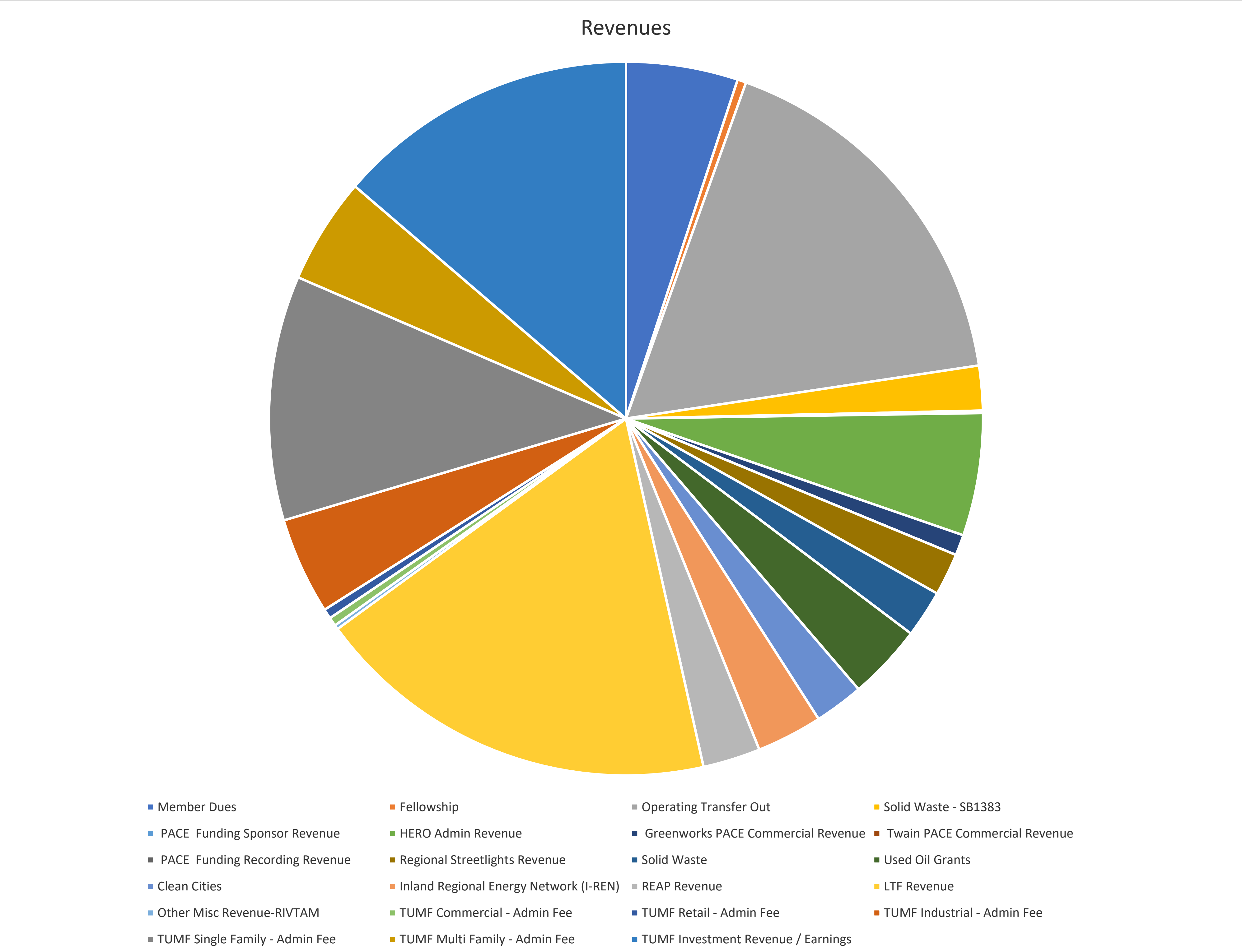
Description	Actual	FY 23 Budget	Variance
Revenues			
Member Dues	294,410	294,410	-
Fellowship	22,942	100,000	77,058
Operating Transfer Out	997,324	2,476,847	1,479,523
Solid Waste - SB1383	117,593	117,593	-
PACE Funding Sponsor Revenue	6,375	-	(6,375)
HERO Admin Revenue	322,558	2,725,000	2,402,442
Greenworks PACE Commercial Revenue	54,382	150,000	95,618
Twain PACE Commercial Revenue	-	50,000	50,000
PACE Funding Recording Revenue	38	-	(38)
Regional Streetlights Revenue	111,261	135,542	24,281
Solid Waste	124,206	173,157	48,951
Used Oil Grants	198,398	198,398	-
Clean Cities	129,200	270,167	140,967
Inland Regional Energy Network (I-REN)	173,185	10,038,349	9,865,164
REAP Revenue	151,479	1,050,000	898,521
LTF Revenue	1,072,500	1,072,500	-
Other Misc Revenue-RIVTAM	11,500	25,000	13,500
TUMF Commercial - Admin Fee	22,967	62,400	39,433
TUMF Retail - Admin Fee	25,799	166,400	140,601
TUMF Industrial - Admin Fee	255,288	332,800	77,512
TUMF Single Family - Admin Fee	643,932	1,456,000	812,068
TUMF Multi Family - Admin Fee	279,374	187,200	(92,174)
TUMF Commercial - Program Revenue	551,201	1,497,600	946,399
TUMF Retail - Program Revenue	619,185	3,993,600	3,374,415
TUMF Industrial - Program Revenue	6,126,916	7,987,200	1,860,284
TUMF Single Family - Program Revenue	15,454,366	34,944,000	19,489,634
TUMF Multi Family - Program Revenue	6,704,967	4,492,800	(2,212,167)
Beaumont TUMF Settlement Revenue	1,780,269	10,884,000	9,103,731
General Fund Investment / Interest Revenue	80,352	5,000	(75,352)
TUMF Investment Revenue / Earnings	797,305	275,000	(522,305)
Total Revenues	**$ 37,129,273**	**$ 85,160,963**	**$ 48,031,690**
Expenses			
Salaries & Wages - Fulltime	1,161,581	3,194,926	2,033,344
Fringe Benefits	650,897	1,449,419	798,523
Overhead Allocation	846,193	2,174,586	1,328,392
General Legal Services	1,243,365	2,651,600	1,408,235
Audit Svcs - Professional Fees	-	30,000	30,000

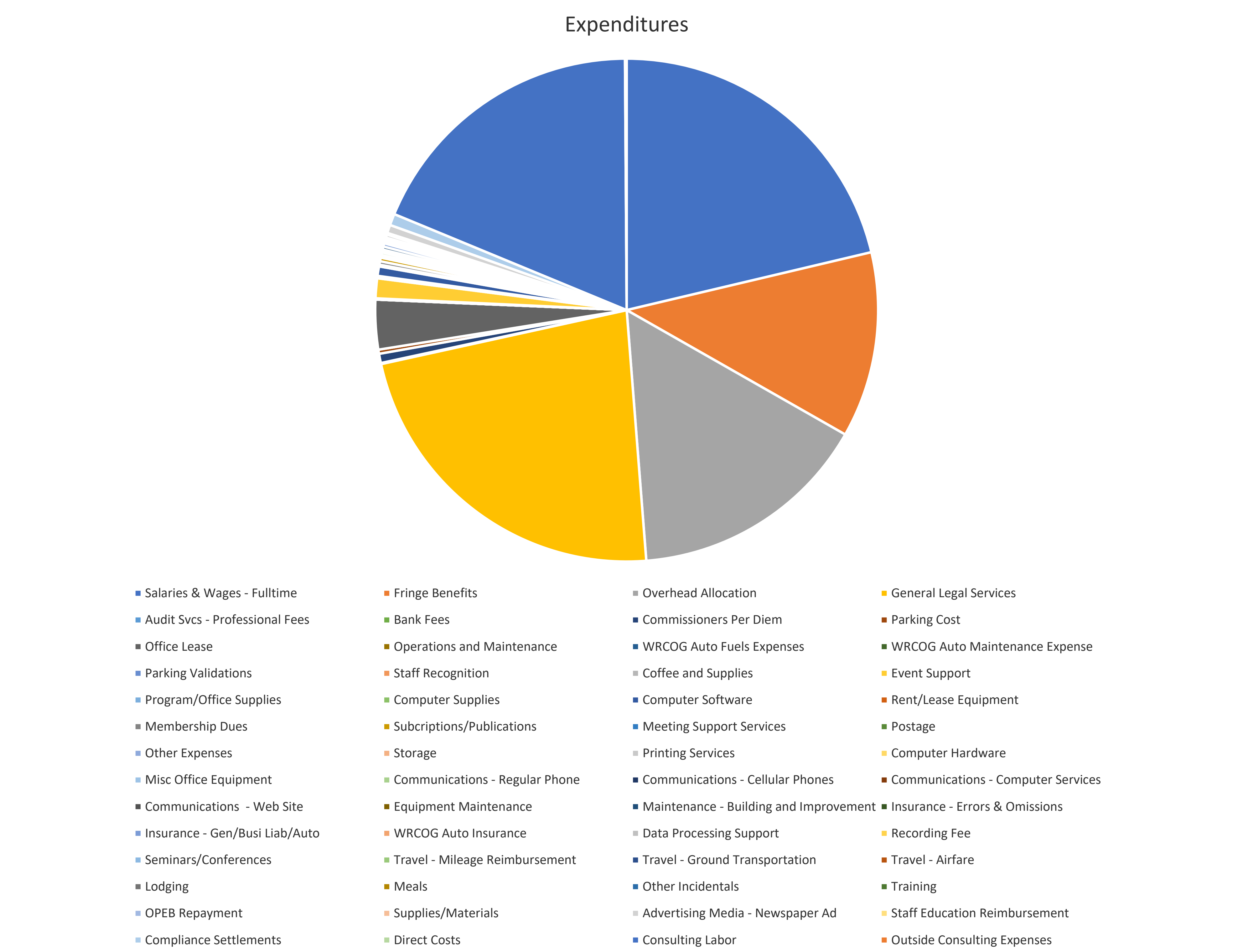
Western Riverside Council of Governments
Budget-to-Actuals
As of December 31, 2022

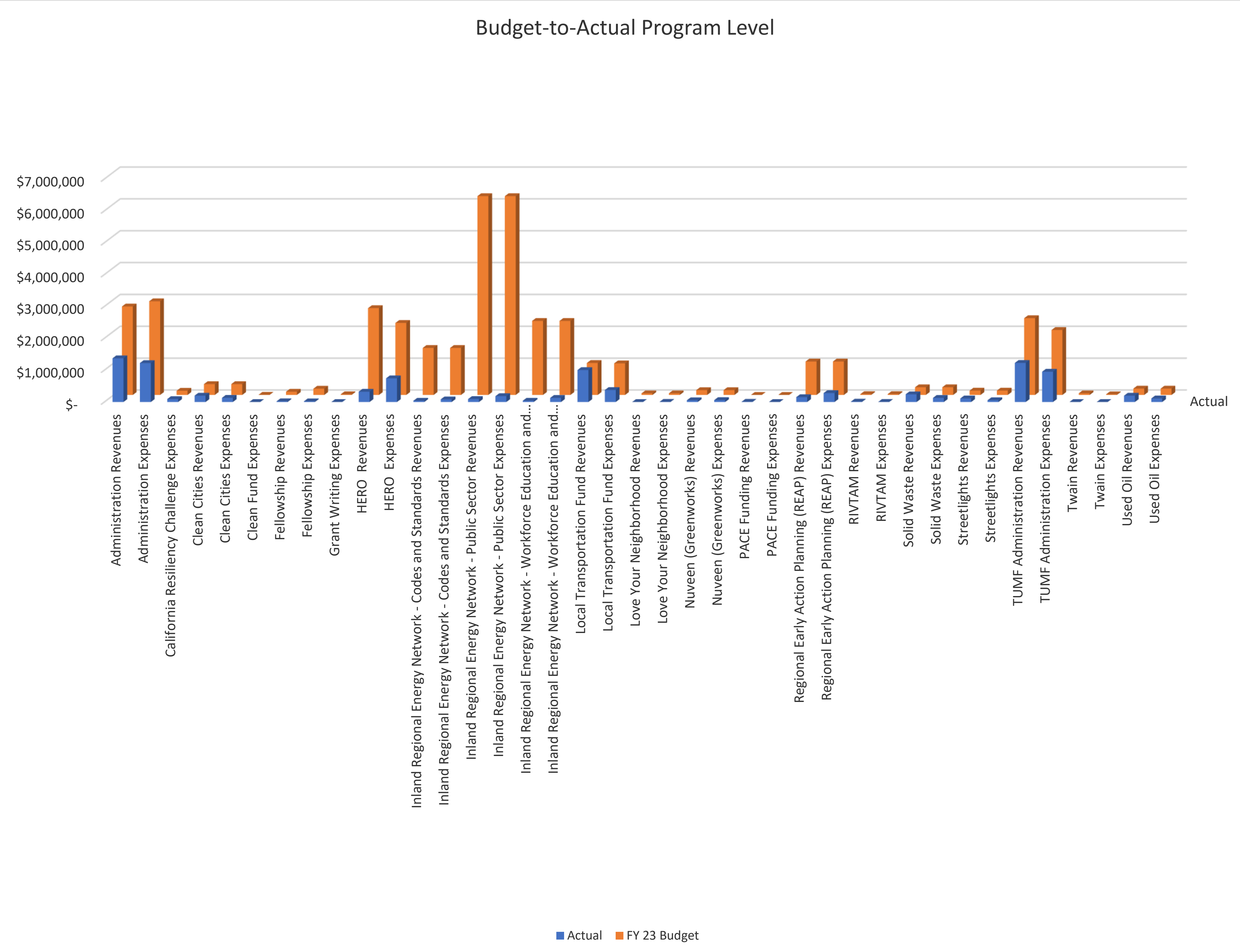
Description	Actual	FY 23 Budget	Variance
Bank Fees	3,525	67,008	63,483
Commissioners Per Diem	32,400	72,000	39,600
Parking Cost	14,482	28,000	13,518
Office Lease	173,780	340,000	166,220
Operations and Maintenance	-	-	-
WRCOG Auto Fuels Expenses	104	1,000	896
WRCOG Auto Maintenance Expense	-	500	500
Parking Validations	1,214	16,100	14,887
Staff Recognition	2,547	3,100	553
Coffee and Supplies	350	2,500	2,150
Event Support	69,643	152,500	82,857
Program/Office Supplies	7,294	22,800	15,506
Computer Supplies	1,013	7,000	5,987
Computer Software	33,113	104,500	71,387
Rent/Lease Equipment	5,893	15,000	9,107
Membership Dues	12,281	362,250	349,969
Subcriptions/Publications	12,679	8,950	(3,729)
Meeting Support Services	96	3,350	3,254
Postage	2,778	7,850	5,072
Other Expenses	1,549	4,600	3,051
Storage	2,645	5,500	2,855
Printing Services	1,856	6,650	4,794
Computer Hardware	251	11,700	11,449
Misc Office Equipment	-	3,000	3,000
Communications - Regular Phone	9,220	17,500	8,280
Communications - Cellular Phones	4,991	17,500	12,509
Communications - Computer Services	5,179	40,000	34,821
Communications - Web Site	-	8,000	8,000
Equipment Maintenance	290	7,500	7,210
Maintenance - Building and Improvement	10,542	12,000	1,458
Insurance - Errors & Omissions	-	50,000	50,000
Insurance - Gen/Busi Liab/Auto	11,383	54,266	42,883
WRCOG Auto Insurance	-	6,000	6,000
Data Processing Support	5,328	8,000	2,672
Recording Fee	4,937	14,000	9,063
Seminars/Conferences	5,756	30,850	25,094
Travel - Mileage Reimbursement	2,611	31,560	28,949
Travel - Ground Transportation	863	15,800	14,937
Travel - Airfare	2,018	56,750	54,732
Lodging	9,525	108,600	99,075
Meals	3,323	16,990	13,667

Western Riverside Council of Governments
Budget-to-Actuals
As of December 31, 2022

Description	Actual	FY 23 Budget	Variance
Other Incidentals	29	1,500	1,471
Training	1,882	159,375	157,493
OPEB Repayment	-	110,526	110,526
Supplies/Materials	1,050	9,400	8,350
Advertising Media - Newspaper Ad	29,000	41,548	12,548
Staff Education Reimbursement	-	7,500	7,500
Compliance Settlements	40,280	200,000	159,720
Direct Costs	-	1,660,177	1,660,177
Consulting Labor	1,017,446	7,420,307	6,402,861
Outside Consulting Expenses	5,838	-	(5,838)
TUMF Project Reimbursement	1,629,421	25,000,000	23,370,579
COG REN Reimbursement	-	1,474,000	1,474,000
Beaumont Settlement Distributions	-	6,488,595	6,488,595
Total Expenses	**$ 7,082,439**	**$ 53,814,633**	**$ 46,732,193**


Revenues
Member Dues
Fellowship
Operating Transfer Out
Solid Waste - SB1383
PACE Funding Sponsor Revenue
HERO Admin Revenue
Greenworks PACE Commercial Revenue
Twain PACE Commercial Revenue
PACE Funding Recording Revenue
Regional Streetlights Revenue
Solid Waste
Used Oil Grants
Clean Cities
Inland Regional Energy Network (I-REN)
REAP Revenue
LTF Revenue
Other Misc Revenue-RIVTAM
TUMF Commercial - Admin Fee
TUMF Retail - Admin Fee
TUMF Industrial - Admin Fee
TUMF Single Family - Admin Fee
TUMF Multi Family - Admin Fee
TUMF Investment Revenue / Earnings


Expenditures
Salaries & Wages - Fulltime
Fringe Benefits
Overhead Allocation
General Legal Services
Audit Svcs - Professional Fees
Bank Fees
Commissioners Per Diem
Parking Cost
Office Lease
Operations and Maintenance
WRCOG Auto Fuels Expenses
WRCOG Auto Maintenance Expense
Parking Validations
Staff Recognition
Coffee and Supplies
Event Support
Program/Office Supplies
Computer Supplies
Computer Software
Rent/Lease Equipment
Membership Dues
Subcriptions/Publications
Meeting Support Services
Postage
Other Expenses
Storage
Printing Services
Computer Hardware
Misc Office Equipment
Communications - Regular Phone
Communications - Cellular Phones
Communications - Computer Services
Communications - Web Site
Equipment Maintenance
Maintenance - Building and Improvement
Insurance - Errors & Omissions
Insurance - Gen/Busi Liab/Auto
WRCOG Auto Insurance
Data Processing Support
Recording Fee
Seminars/Conferences
Travel - Mileage Reimbursement
Travel - Ground Transportation
Travel - Airfare
Lodging
Meals
Other Incidentals
Training
OPEB Repayment
Supplies/Materials
Advertising Media - Newspaper Ad
Staff Education Reimbursement
Compliance Settlements
Direct Costs
Consulting Labor
Outside Consulting Expenses


Budget-to-Actual Program Level
$7,000,000
$6,000,000
$5,000,000
$4,000,000
$3,000,000
$2,000,000
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Actual
Administration Revenues
Administration Expenses
California Resiliency Challenge Expenses
Clean Cities Revenues
Clean Cities Expenses
Clean Fund Expenses
Fellowship Revenues
Fellowship Expenses
Grant Writing Expenses
HERO Revenues
HERO Expenses
Inland Regional Energy Network - Codes and Standards Revenues
Inland Regional Energy Network - Codes and Standards Expenses
Inland Regional Energy Network - Public Sector Revenues
Inland Regional Energy Network - Public Sector Expenses
Inland Regional Energy Network - Workforce Education and…
Inland Regional Energy Network - Workforce Education and…
Local Transportation Fund Revenues
Local Transportation Fund Expenses
Love Your Neighborhood Revenues
Love Your Neighborhood Expenses
Nuveen (Greenworks) Revenues
Nuveen (Greenworks) Expenses
PACE Funding Revenues
PACE Funding Expenses
Regional Early Action Planning (REAP) Revenues
Regional Early Action Planning (REAP) Expenses
RIVTAM Revenues
RIVTAM Expenses
Solid Waste Revenues
Solid Waste Expenses
Streetlights Revenues
Streetlights Expenses
TUMF Administration Revenues
TUMF Administration Expenses
Twain Revenues
Twain Expenses
Used Oil Revenues
Used Oil Expenses
Actual
FY 23 Budget

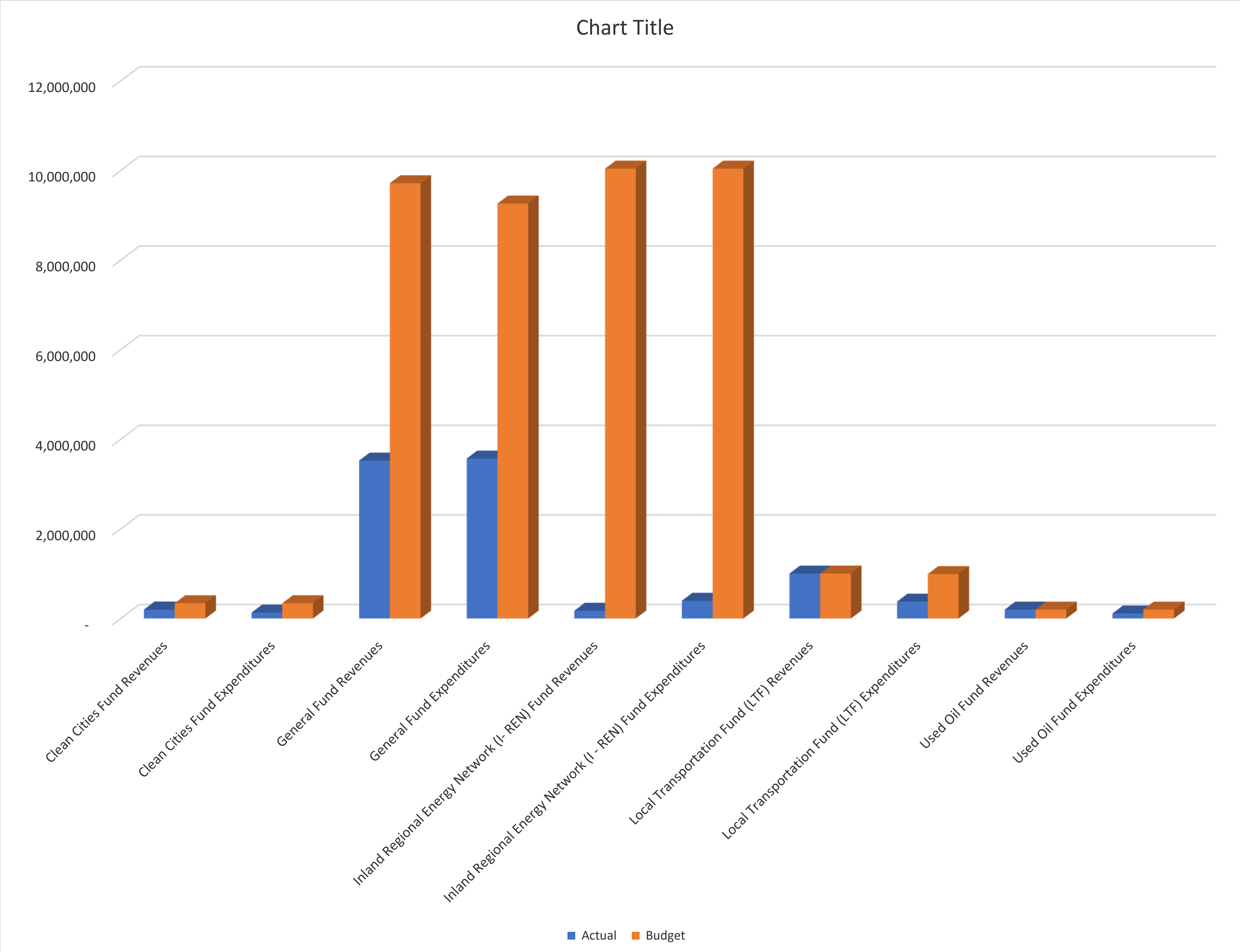

Chart Title
12,000,000
10,000,000
8,000,000
6,000,000
4,000,000
2,000,000
-
Clean Cities Fund Revenues
Clean Cities Fund Expenditures
General Fund Revenues
General Fund Expenditures
Inland Regional Energy Network (I- REN) Fund Revenues
Inland Regional Energy Network (I - REN) Fund Expenditures
Local Transportation Fund (LTF) Revenues
Local Transportation Fund (LTF) Expenditures
Used Oil Fund Revenues
Used Oil Fund Expenditures
Actual
Budget

Western Riverside Council of Governments
Budget-to-Actuals
As of December 31, 2022

Fund	Department	Account	Project	Location	Description	Actual	FY 23 Budget	Variance
					Administration			
					Revenues			
110	12	40001	0	0	Member Dues	$ 294,410	$ 294,410	$ -
110	12	49001	0	0	General Fund Investment / Interest Reve	80,352	5,000	(75,352)
110	12	97001	0	0	Operating Transfer Out	997,324	2,476,847	1,479,523
					Total Revenues	**$ 1,372,086**	**$ 2,776,257**	**$ 1,404,171**
					Expenses			
110	12	60001	0	0	Salaries & Wages - Fulltime	$ 384,353	$ 944,788	$ 560,435
110	12	61000	0	0	Fringe Benefits	319,614	449,211	129,598
110	12	65101	0	0	General Legal Services	34,642	115,000	80,358
110	12	65401	0	0	Audit Svcs - Professional Fees	-	30,000	30,000
110	12	65505	0	0	Bank Fees	-	2,000	2,000
110	12	65507	0	0	Commissioners Per Diem	32,400	70,000	37,600
110	12	71615	0	0	Parking Cost	14,482	28,000	13,518
110	12	73001	0	0	Office Lease	173,780	340,000	166,220
110	12	73002	0	0	Operations and Maintenance	-	-	-
110	12	73003	0	0	WRCOG Auto Fuels Expenses	104	1,000	896
110	12	73004	0	0	WRCOG Auto Maintenance Expense	-	500	500
110	12	73102	0	0	Parking Validations	1,214	10,000	8,787
110	12	73104	0	0	Staff Recognition	2,287	3,100	813
110	12	73106	0	0	Coffee and Supplies	350	2,500	2,150
110	12	73107	0	0	Event Support	11,040	45,000	33,960
110	12	73108	0	0	Program/Office Supplies	7,150	20,000	12,850
110	12	73109	0	0	Computer Equipment/Supplies	1,013	5,500	4,487
110	12	73110	0	0	Computer Software	24,083	35,000	10,917
110	12	73111	0	0	Rent/Lease Equipment	5,893	15,000	9,107
110	12	73113	0	0	Membership Dues	10,781	30,000	19,219
110	12	73114	0	0	Subscription/Publications	12,443	6,000	(6,443)

Western Riverside Council of Governments
Budget-to-Actuals
As of December 31, 2022

Fund	Department	Account	Project	Location	Description	Actual	FY 23 Budget	Variance
110	12	73115	0	0	Meeting Support Services	80	500	420
110	12	73116	0	0	Postage	2,443	5,000	2,557
110	12	73117	0	0	Other Household Exp	1,549	1,500	(49)
110	12	73119	0	0	Storage	432	1,500	1,068
110	12	73120	0	0	Printing Services	1,856	1,000	(856)
110	12	73122	0	0	Computer Hardware	251	8,000	7,749
110	12	73201	0	0	Communications - Regular Phone	9,220	17,500	8,280
110	12	73204	0	0	Communications - Cellular Phones	1,965	7,500	5,535
110	12	73206	0	0	Communications - Computer Services	5,179	40,000	34,821
110	12	73209	0	0	Communications - Web Site	-	8,000	8,000
110	12	73302	0	0	Equipment Maintenance - Comp/Softwar	290	5,000	4,710
110	12	73303	0	0	Maintenance - Building and Improvemen	10,542	12,000	1,458
110	12	73401	0	0	Insurance - Errors & Omissions	-	50,000	50,000
110	12	73405	0	0	Insurance - Gen/Busi Liab/Auto	11,383	50,266	38,883
110	12	73407	0	0	WRCOG Auto Insurance	-	6,000	6,000
110	12	73601	0	0	Seminars/Conferences	3,988	3,500	(488)
110	12	73611	0	0	Travel - Mileage Reimbursement	701	3,500	2,799
110	12	73612	0	0	Travel - Ground Transportation	348	1,500	1,152
110	12	73613	0	0	Travel - Airfare	765	3,000	2,235
110	12	73620	0	0	Lodging	3,651	1,500	(2,151)
110	12	73630	0	0	Meals	2,029	3,500	1,471
110	12	73650	0	0	Training	1,647	30,000	28,353
110	12	73660	0	0	OPEB Repayment	-	110,526	110,526
110	12	73801	0	0	Staff Education Reimbursement	-	7,500	7,500
110	12	85100	0	0	Direct Costs	-	160,177	160,177
110	12	85101	0	0	Consulting Labor	128,716	250,000	121,284
					Total Expenses	**$ 1,222,663**	**$ 2,941,068**	**$ 1,718,406**

Western Riverside Council of Governments
Budget-to-Actuals
As of December 31, 2022

Fund	Department	Account	Project	Location	Description	Actual	FY 23 Budget	Variance
					Fellowship			
					Revenues			
110	12	40009	4700	0	Fellowship	$ 22,942	$ 100,000	$ 77,058
					Total Revenues	**$ 22,942**	**$ 100,000**	**$ 77,058**
					Expenses			
110	12	60001	4700	0	Salaries & Wages - Fulltime	$ 19,512	$ 174,412	$ 154,900
110	12	61000	4700	0	Fringe Benefits	1,752	15,660	13,908
110	12	65101	4700	0	General Legal Services	-	100	100
110	12	73102	4700	0	Parking Validations	-	1,000	1,000
110	12	73104	4700	0	Staff Recognition	260	-	(260)
110	12	73107	4700	0	Event Support	-	1,000	1,000
110	12	73108	4700	0	Program/Office Supplies	-	500	500
110	12	73115	4700	0	Meeting Support Services	-	250	250
110	12	73116	4700	0	Postage	-	100	100
110	12	73601	4700	0	Seminars/Conferences	-	150	150
110	12	73611	4700	0	Travel - Mileage Reimbursement	-	1,000	1,000
110	12	73612	4700	0	Travel - Ground Transportation	-	150	150
110	12	73630	4700	0	Meals	-	350	350
110	12	73650	4700	0	Training	-	250	250
110	12	85101	4700	0	Consulting Labor	-	500	500
					Total Expenses	**$ 21,524**	**$ 195,422**	**$ 173,898**

Western Riverside Council of Governments
Budget-to-Actuals
As of December 31, 2022

Fund	Department	Account	Project	Location	Description	Actual	FY 23 Budget	Variance
					Clean Cities			
					Revenues			
120	80	41402	1010	0	Clean Cities	$ 129,200	$ 270,167	$ 140,967
120	80	41701	1010	0	LTF Revenue	70,000	70,000	-
					Total Revenues	**$ 199,200**	**$ 340,167**	**$ 140,967**
					Expenses			
120	80	60001	1010	0	Salaries & Wages - Fulltime	$ 59,181	$ 170,523	$ 111,342
120	80	61000	1010	0	Fringe Benefits	25,738	86,260	60,522
120	80	63000	1010	0	Overhead Allocation	18,000	36,000	18,000
120	80	73107	1010	0	Event Support	8,354	10,000	1,646
120	80	73115	1010	0	Meeting Support Services	-	500	500
120	80	73122	1010	0	Computer Hardware	-	700	700
120	80	73204	1010	0	Communications - Cellular Phones	203	600	397
120	80	73601	1010	0	Seminars/Conferences	-	1,000	1,000
120	80	73611	1010	0	Travel - Mileage Reimbursement	64	500	436
120	80	73612	1010	0	Travel - Ground Transportation	392	750	358
120	80	73613	1010	100	Travel - Airfare	1,253	3,500	2,247
120	80	73620	1010	100	Lodging	2,166	3,500	1,334
120	80	73630	1010	0	Meals	264	1,000	736
120	80	73640	1010	0	Other Incidentals	-	500	500
120	80	73703	1010	0	Supplies/Materials	-	1,000	1,000
120	80	85101	1010	0	Consulting Labor	14,668	23,450	8,782
					Total Expenses	**$ 130,284**	**$ 339,783**	**$ 209,499**

Western Riverside Council of Governments
Budget-to-Actuals
As of December 31, 2022

Fund	Department	Account	Project	Location	Description	Actual	FY 23 Budget	Variance
					Love Your Neighborhood			
					Revenues			
110	80	41201	1035	0	Love Your Neighborhood	$ -	$ 50,000	$ 50,000
					Total Revenues	$ -	**$ 50,000**	**$ 50,000**
					Expenses			
110	80	65101	1035	0	General Legal Services	$ 135	$ -	$ (135)
110	80	73107	1035	0	Event Support	3,600	10,000	6,400
110	80	85101	1035	0	Consulting Labor	-	40,000	40,000
					Total Expenses	**$ 3,735**	**$ 50,000**	**$ 46,265**

Western Riverside Council of Governments
Budget-to-Actuals
As of December 31, 2022

Fund	Department	Account	Project	Location	Description	Actual	FY 23 Budget	Variance
					Solid Waste			
					Revenues			
110	80	40301	1038	0	Solid Waste - SB1383	$ 117,593	$ 117,593	$ -
110	80	41201	1038	0	Solid Waste	124,206	123,157	(1,049)
					Total Revenues	**$ 241,800**	**$ 240,750**	**$ (1,049)**
					Expenses			
110	80	60001	1038	0	Salaries	$ 27,194	$ 61,429	$ 34,234
110	80	61000	1038	0	Fringe Benefits	11,827	31,224	19,397
110	80	63000	1038	0	Overhead Allocation	6,000	12,000	6,000
110	80	65101	1038	0	Legal	811	1,000	189
110	80	73102	1038	0	Parking Validations	-	500	500
110	80	73107	1038	0	Event Support	-	2,000	2,000
110	80	73114	1038	0	Subscriptions/Publications	-	250	250
110	80	73204	1038	0	Cell Phone Expense	406	500	94
110	80	73601	1038	0	Seminars/Conferences	285	500	215
110	80	73611	1038	0	Mileage Reimbursement	-	250	250
110	80	73612	1038	0	Ground Transportation	-	150	150
110	80	73613	1038	0	Airfare	-	250	250
110	80	73630	1038	0	Meals	-	500	500
110	80	73650	1038	0	Training	235	500	265
110	80	85101	1038	0	Consulting Labor	76,941	129,556	52,615
110	80	85102	1038	0	Outside Consulting Expenses	5,838	-	(5,838)
					Total Expenses	**$ 129,537**	**$ 240,609**	**$ 111,072**

Western Riverside Council of Governments
Budget-to-Actuals
As of December 31, 2022

Fund	Department	Account	Project	Location	Description	Actual	FY 23 Budget	Variance
					Used Oil			
					Revenues			
140	80	41401	2057	0	Used Oil Grants	$ 198,398	$ 198,398	$ -
					Total Revenues	**$ 198,398**	**$ 198,398**	**$ -**
					Expenses			
140	80	60001	2057	0	Salaries & Wages - Fulltime	$ 33,453	$ 76,400	$ 42,947
140	80	61000	2057	0	Fringe Benefits	14,549	38,486	23,937
140	80	63000	2057	0	Overhead Allocation	9,920	19,839	9,920
140	80	65101	2057	0	General Legal Services	-	1,000	1,000
140	80	73102	2057	0	Parking Validations	-	250	250
140	80	73107	2057	0	Event Support	21,649	7,500	(14,149)
140	80	73108	2057	0	Program/Office Supplies	-	500	500
140	80	73113	2057	0	Membership Dues	-	500	500
140	80	73115	2057	0	Meeting Support Services	-	1,000	1,000
140	80	73119	2057	0	Storage	2,213	4,000	1,787
140	80	73120	2057	0	Printing Services	-	1,000	1,000
140	80	73204	2057	0	Communications - Cellular Phones	178	200	22
140	80	73405	2057	0	Insurance - Gen/Busi Liab/Auto	-	1,000	1,000
140	80	73601	2057	0	Seminars/Conferences	700	2,000	1,300
140	80	73611	2057	0	Travel - Mileage Reimbursement	-	1,000	1,000
140	80	73612	2057	0	Travel - Ground Transportation	-	500	500
140	80	73630	2057	0	Meals	-	500	500
140	80	73703	2057	0	Supplies/Materials	-	1,000	1,000
140	80	73704	2057	0	Advertising Media - Newspaper Ad	29,000	41,548	12,548
					Total Expenses	**$ 111,661**	**$ 198,223**	**$ 86,562**

Western Riverside Council of Governments
Budget-to-Actuals
As of December 31, 2022

Fund	Department	Account	Project	Location	Description	Actual	FY 23 Budget	Variance
					Streetlights			
					Revenues			
110	67	40615	2026	0	Regional Streetlights Revenue	$ 111,261	$ 135,542	$ 24,281
					Total Revenues	**$ 111,261**	**$ 135,542**	**$ 24,281**
					Expenses			
110	67	60001	2026	0	Salaries	$ 26,942	$ 63,779	$ 36,837
110	67	61000	2026	0	Fringe Benefits	11,717	31,032	19,315
110	67	63000	2026	0	Overhead Allocation	6,000	12,000	6,000
110	67	65101	2026	0	Legal	9,025	750	(8,275)
110	67	65505	2026	0	Streetllights Bank Fees	-	508	508
110	67	73102	2026	0	Parking Validations	-	150	150
110	67	73107	2026	0	Event Support	-	1,000	1,000
110	67	73108	2026	0	Program/Office Supplies	-	500	500
110	67	73114	2026	0	Subscriptions/Publications	-	1,600	1,600
110	67	73115	2026	0	Meeting&Support	-	600	600
110	67	73116	2026	0	Postage	33	150	117
110	67	73204	2026	0	Communications - Cellular Phones	253	500	247
110	67	73601	2026	0	Seminars/Conferences	-	1,200	1,200
110	67	73611	2026	0	Travel - Mileage Reimbursement	145	250	105
110	67	73612	2026	0	Travel-Ground Transportation	123	500	377
110	67	73613	2026	0	Travel - Airfare	-	1,000	1,000
110	67	73620	2026	0	Lodging	574	800	226
110	67	73630	2026	0	Meals	32	250	218
110	67	73650	2026	0	Training	-	500	500
110	67	73703	2026	0	Supplies/Materials	1,050	2,900	1,850
110	67	85101	2026	0	Consulting Labor	-	15,433	15,433
					Total Expenses	**$ 55,894**	**$ 135,402**	**$ 79,509**

Western Riverside Council of Governments
Budget-to-Actuals
As of December 31, 2022

Fund	Department	Account	Project	Location	Description	Actual	FY 23 Budget	Variance
					Inland Regional Energy Network - Public Sector			
					Revenues			
180	67	41480	2080	71XX	IREN - Public Sector	$ 92,806	$ 6,239,958	$ 6,147,152
					Total Revenues	**$ 92,806**	**$ 6,239,958**	**$ 6,147,152**
					Expenses			
180	67	60001	2080	7101	Salaries & Wages - Fulltime	$ 61,937	$ 221,281	$ 159,344
180	67	61000	2080	7101	Fringe Benefits	26,936	100,535	73,598
180	67	63000	2080	7101	Overhead Allocation	54,444	350,457	296,013
180	67	65101	2080	7101	General Legal Services	3,673	11,327	7,654
180	67	65101	2080	7111	General Legal Services	3,673	3,673	-
180	67	65505	2080	7101	Bank Fees	-	1,500	1,500
180	67	73102	2080	7101	Parking Validations	-	1,000	1,000
180	67	73107	2080	7103	Event Support	4,167	20,833	16,667
180	67	73107	2080	7113	Event Support	4,167	4,167	-
180	67	73113	2080	7101	Membership Dues	-	25,000	25,000
180	67	73117	2080	7101	Other Household Exp	-	1,000	1,000
180	67	73120	2080	7101	Printing Services	-	2,500	2,500
180	67	73122	2080	7101	Computer Hardware	-	1,000	1,000
180	67	73125	2080	7101	Misc. Office Equipment	-	1,000	1,000
180	67	73204	2080	7101	Communications - Cellular Phones	290	3,600	3,310
180	67	73601	2080	7101	Seminars/Conferences	-	10,000	10,000
180	67	73611	2080	7101	Travel - Mileage Reimbursement	548	10,530	9,983
180	67	73612	2080	7101	Travel - Ground Transportation	-	5,000	5,000
180	67	73613	2080	7101	Travel - Airfare	-	25,000	25,000
180	67	73620	2080	7101	Lodging	336	69,664	69,329
180	67	73620	2080	7111	Lodging	336	336	-
180	67	73630	2080	7101	Meals	46	2,834	2,788
180	67	73630	2080	7111	Meals	46	46	-

Western Riverside Council of Governments
Budget-to-Actuals
As of December 31, 2022

Fund	Department	Account	Project	Location	Description	Actual	FY 23 Budget	Variance
180	67	73703	2080	7101	Supplies/Materials	-	1,000	1,000
180	67	85100	2080	7101	Direct Costs	-	1,500,000	1,500,000
180	67	85101	2080	7101	Consulting Labor	9,936	2,936,853	2,926,916
180	67	85101	2080	7103	Consulting Labor	1,815	1,815	-
180	67	85101	2080	7111	Consulting Labor	10,565	10,565	-
180	67	85101	2080	7113	Consulting Labor	1,187	1,187	-
180	67	85182	2080	7101	COG REN Reimbursement	-	916,256	916,256
					Total Expenses	**$ 184,100**	**$ 6,239,958**	**$ 6,055,858**

Western Riverside Council of Governments
Budget-to-Actuals
As of December 31, 2022

Fund	Department	Account	Project	Location	Description	Actual	FY 23 Budget	Variance
					Inland Regional Energy Network - Workforce Education and Training			
					Revenues			
180	67	41480	2080	72XX	IREN - Workforce Education and Training	$ 41,069	$ 2,323,361	$ 2,282,292
					Total Revenues	**$ 41,069**	**$ 2,323,361**	**$ 2,282,292**
					Expenses			
180	67	60001	2080	7201	Salaries & Wages - Fulltime	$ 38,091	$ 136,088	$ 97,997
180	67	61000	2080	7201	Fringe Benefits	16,566	56,124	39,558
180	67	63000	2080	7201	Overhead Allocation	33,483	111,309	77,826
180	67	65101	2080	7201	General Legal Services	3,673	11,327	7,654
180	67	65101	2080	7211	General Legal Services	3,673	3,673	-
180	67	73102	2080	7201	Parking Validations	-	1,000	1,000
180	67	73107	2080	7203	Event Support	4,167	20,833	16,667
180	67	73107	2080	7213	Event Support	4,167	4,167	-
180	67	73113	2080	7201	Membership Dues	-	302,000	302,000
180	67	73117	2080	7201	Other Expenses	-	1,000	1,000
180	67	73120	2080	7201	Printing Services	-	1,000	1,000
180	67	73122	2080	7201	Computer Hardware	-	1,000	1,000
180	67	73125	2080	7201	Misc Office Equipment	-	1,000	1,000
180	67	73601	2080	7203	Seminars/Conferences	79	2,421	2,342
180	67	73601	2080	7213	Seminars/Conferences	79	79	-
180	67	73611	2080	7201	Mileage Reimbursement	-	10,530	10,530
180	67	73612	2080	7201	Ground Transportation	-	2,500	2,500
180	67	73613	2080	7201	Airfare	-	10,000	10,000
180	67	73620	2080	7201	Lodging	336	13,664	13,329
180	67	73620	2080	7211	Lodging	336	336	-
180	67	73630	2080	7201	Meals	46	2,834	2,789
180	67	73630	2080	7211	Meals	46	46	-
180	67	73650	2080	7201	Training	-	126,125	126,125

Western Riverside Council of Governments
Budget-to-Actuals
As of December 31, 2022

Fund	Department	Account	Project	Location	Description	Actual	FY 23 Budget	Variance
180	67	73703	2080	7201	Supplies/Materials	-	500	500
180	67	85101	2080	7201	Consulting Labor	9,936	1,149,063	1,139,126
180	67	85101	2080	7203	Consulting Labor	1,815	1,815	-
180	67	85101	2080	7211	Consulting Labor	9,936	9,936	-
180	67	85101	2080	7213	Consulting Labor	1,815	1,815	-
180	67	85182	2080	7201	COG REN Reimbursement	-	341,155	341,155
					Total Expenses	**$ 128,244**	**$ 2,323,341**	**$ 2,195,097**

Western Riverside Council of Governments
Budget-to-Actuals
As of December 31, 2022

Fund	Department	Account	Project	Location	Description	Actual	FY 23 Budget	Variance
					Inland Regional Energy Network - Codes and Standards			
					Revenues			
180	67	41480	2080	73XX	IREN - Codes and Standards	$ 39,310	$ 1,475,030	$ 1,435,720
					Total Revenues	**$ 39,310**	**$ 1,475,030**	**$ 1,435,720**
					Expenses			
180	67	60001	2080	7301	Salaries & Wages - Fulltime	18,597	66,439	47,843
180	67	61000	2080	7301	Fringe Benefits	8,088	28,691	20,604
180	67	63000	2080	7301	Overhead Allocation	16,347	103,597	87,251
180	67	65101	2080	7301	General Legal Services	3,673	11,327	7,654
180	67	65101	2080	7311	General Legal Services	3,673	3,673	-
180	67	73102	2080	7301	Parking Validations	-	1,000	1,000
180	67	73107	2080	7303	Event Support	4,167	20,833	16,667
180	67	73107	2080	7313	Event Support	4,167	4,167	-
180	67	73113	2080	7301	Membership Dues	-	1,000	1,000
180	67	73117	2080	7301	Other Expenses	-	1,000	1,000
180	67	73120	2080	7301	Printing Services	-	1,000	1,000
180	67	73122	2080	7301	Computer Hardware	-	1,000	1,000
180	67	73125	2080	7301	Misc Office Equipment	-	1,000	1,000
180	67	73601	2080	7301	Seminars/Conferences	-	2,500	2,500
180	67	73611	2080	7301	Mileage Reimbursement	-	1,000	1,000
180	67	73612	2080	7301	Ground Transportation	-	2,500	2,500
180	67	73613	2080	7301	Airfare	-	10,000	10,000
180	67	73620	2080	7301	Lodging	336	13,664	13,329
180	67	73620	2080	7311	Lodging	336	336	-
180	67	73630	2080	7301	Meals	46	2,834	2,789
180	67	73630	2080	7311	Meals	46	46	-
180	67	73703	2080	7311	Supplies/Materials	-	500	500
180	67	85101	2080	7301	Consulting Labor	9,936	966,766	956,829

Western Riverside Council of Governments
Budget-to-Actuals
As of December 31, 2022

Fund	Department	Account	Project	Location	Description	Actual	FY 23 Budget	Variance
180	67	85101	2080	7303	Consulting Labor	1,815	1,815	-
180	67	85101	2080	7311	Consulting Labor	9,936	9,936	-
180	67	85101	2080	7313	Consulting Labor	1,815	1,815	-
180	67	85182	2080	7301	COG REN Reimbursement	-	216,589	216,589
					Total Expenses	**$ 82,976**	**$ 1,475,030**	**$ 1,392,054**

Western Riverside Council of Governments
Budget-to-Actuals
As of December 31, 2022

Fund	Department	Account	Project	Location	Description	Actual	FY 23 Budget	Variance
					PACE Funding			
					Revenues			
110	67	40601	2104	0	PACE Funding Sponsor Revenue	$ 6,375	$ -	$ (6,375)
110	67	40611	2104	0	PACE Funding Recording Revenue	38	-	(38)
					Total Revenues	**$ 6,413**	**$ -**	**$ (6,413)**
					Expenses			
110	67	73506	2104	0	Recording Fee-PACE	$ 85	$ -	$ (85)
					Total Expenses	**$ 85**	**$ -**	**$ (85)**
					Nuveen (Greenworks)			
					Revenues			
110	67	40604	2105	0	Greenworks PACE Commercial Revenue	$ 54,382	$ 150,000	$ 95,618
					Total Revenues	**$ 54,382**	**$ 150,000**	**$ 95,618**
					Expenses			
110	67	60001	2105	0	Salaries & Wages	$ 27,137	$ 58,176	$ 31,038
110	67	61000	2105	0	Fringe Benefits	11,802	30,934	$ 19,132
110	67	63000	2105	0	Overhead Allocation	12,000	24,000	$ 12,000
110	67	73506	2105	0	Recording Fee	174	2,000	$ 1,826
110	67	85101	2105	0	Consulting Labor	10,000	34,757	$ 24,757
					Total Expenses	**$ 61,113**	**$ 149,866**	**$ 88,753**

Western Riverside Council of Governments
Budget-to-Actuals
As of December 31, 2022

Fund	Department	Account	Project	Location	Description	Actual	FY 23 Budget	Variance
					Twain			
					Revenues			
110	67	40607	2115	0	Twain PACE Commercial Revenue	$ -	$ 50,000	$ 50,000
					Total Revenues	$ -	**$ 50,000**	**$ 50,000**
					Expenses			
110	67	65101	2115	0	General Legal Services	$ 728	$ 6,000	$ 5,272
110	67	73506	2115	0	Recording Fee	-	2,000	2,000
110	67	85101	2115	0	Consulting Labor	-	10,000	10,000
					Total Expenses	**$ 728**	**$ 18,000**	**$ 17,272**
					Clean Fund			
					Expenses			
110	67	65101	2120	0	General Legal Services	$ -	$ 5,000	$ 5,000
					Total Expenses	$ -	**$ 5,000**	**$ 5,000**

Western Riverside Council of Governments
Budget-to-Actuals
As of December 31, 2022

Fund	Department	Account	Project	Location	Description	Actual	FY 23 Budget	Variance
					California Resiliency Challenge			
					Expenses			
110	67	60001	2225	0	Salaries & Wages - Fulltime	$ 5,067	$ 8,035	$ 2,968
110	67	61000	2225	0	Fringe Benefits	2,203	3,635	1,432
110	67	65101	2225	0	General Legal Services	608	250	(358)
110	67	85101	2225	0	Consulting Labor	84,275	119,127	34,853
					Total Expenses	**$ 92,153**	**$ 131,047**	**$ 38,894**

Western Riverside Council of Governments
Budget-to-Actuals
As of December 31, 2022

Fund	Department	Account	Project	Location	Description	Actual	FY 23 Budget	Variance
					HERO			
					Revenues			
110	67	40603	5000	0	HERO Admin Revenue	$ 322,558	$ 2,725,000	$ 2,402,442
					Total Revenues	**$ 322,558**	**$ 2,725,000**	**$ 2,402,442**
					Expenses			
110	67	60001	5000	0	Stwide AB811 Salaries & Wages	$ 156,399	$ 326,906	$ 170,507
110	67	61000	5000	0	Fringe Benefit	68,018	182,932	114,914
110	67	63000	5000	0	Overhead Allocation	200,000	400,000	200,000
110	67	65101	5000	0	GENERAL LEGAL SERVICES	263,953	900,000	636,047
110	67	65505	5000	0	Bank Fee	3,525	48,000	44,475
110	67	65507	5000	0	Commissioners Per Diem	-	2,000	2,000
110	67	73102	5000	0	Parking Validations	-	200	200
110	67	73107	5000	0	Statewide - Event Support	-	500	500
110	67	73108	5000	0	General Supplies	-	300	300
110	67	73109	5000	0	Computer Supplies	-	1,000	1,000
110	67	73110	5000	0	Computer Software	-	2,000	2,000
110	67	73113	5000	0	NWCC- Membership Dues	-	1,500	1,500
110	67	73114	5000	0	Subscriptions/Publications	-	1,000	1,000
110	67	73115	5000	0	Meeting Support Services	16	500	484
110	67	73116	5000	0	Postage	302	2,000	1,698
110	67	73204	5000	0	Cellular Phone	670	1,500	830
110	67	73504	5000	0	Data Processing Support	5,328	8,000	2,672
110	67	73506	5000	0	Recording Fee	4,678	10,000	5,322
110	67	73601	5000	0	Seminar/Conferences	-	2,500	2,500
110	67	73611	5000	0	Travel - Mileage Reimbursement	33	500	468
110	67	73612	5000	0	Travel - Ground Transportatoin	-	500	500
110	67	73613	5000	0	Travel - Airfare	-	2,500	2,500
110	67	73620	5000	0	Lodging	-	1,500	1,500

Western Riverside Council of Governments
Budget-to-Actuals
As of December 31, 2022

Fund	Department	Account	Project	Location	Description	Actual	FY 23 Budget	Variance
110	67	73630	5000	0	Meals	158	500	342
110	67	73640	5000	0	Statewide Other Incidentals	-	500	500
110	67	73650	5000	0	Training	-	2,000	2,000
110	67	73703	5000	0	Supplies/Materials	-	1,500	1,500
110	67	81010	5000	0	Compliance Settlements	40,280	200,000	159,720
110	67	85101	5000	0	Consulting Labor	364	160,000	159,636
					Total Expenses	**$ 743,723**	**$ 2,260,338**	**$ 1,516,615**

Western Riverside Council of Governments
Budget-to-Actuals
As of December 31, 2022

Fund	Department	Account	Project	Location	Description	Actual	FY 23 Budget	Variance
					TUMF Administration			
					Revenues			
110	65	43001	1148	0	Commerical/Service	$ 22,967	$ 62,400	$ 39,433
110	65	43002	1148	0	Retail	25,799	166,400	140,601
110	65	43003	1148	0	Industrial	255,288	332,800	77,512
110	65	43004	1148	0	Residential/Multi/Single	643,932	1,456,000	812,068
110	65	43005	1148	0	Multi-Family	279,374	187,200	(92,174)
110	65	43027	1148	0	Beaumont TUMF Settlement Revenue	-	205,932	205,932
					Total Revenues	**$ 1,227,360**	**$ 2,410,732**	**$ 1,183,372**
					Expenses			
110	65	60001	1148	0	Salaries & Wages Fulltime	$ 169,341	$ 425,181	$ 255,840
110	65	61000	1148	0	Fringe Benefits	73,647	189,249	115,602
110	65	63000	1148	0	Overhead Allocation	400,000	800,000	400,000
110	65	65101	1148	0	General Legal Services	37,191	75,000	37,809
110	65	65505	1148	0	Bank Fees	-	15,000	15,000
110	65	73102	1148	0	Parking Validations	-	500	500
110	65	73108	1148	0	General Supplies	145	500	355
110	65	73109	1148	0	Computer Supplies	-	500	500
110	65	73110	1148	0	Computer Software	9,030	65,000	55,970
110	65	73113	1148	0	Membership Dues	-	1,500	1,500
110	65	73114	1148	0	Subscriptions/Publications	-	100	100
110	65	73116	1148	0	POSTAGE	-	100	100
110	65	73117	1148	0	Other Household Expenses	-	100	100
110	65	73120	1148	0	Printing Services	-	150	150
110	65	73204	1148	0	Cellular Phone	875	3,000	2,125
110	65	73302	1148	0	Equipment Maintenance	-	2,500	2,500
110	65	73405	1148	0	Insurance - Gen/Busi Liab/Auto	-	3,000	3,000
110	65	73601	1148	0	Seminar/Conferences	-	1,500	1,500

Western Riverside Council of Governments
Budget-to-Actuals
As of December 31, 2022

Fund	Department	Account	Project	Location	Description	Actual	FY 23 Budget	Variance
110	65	73611	1148	0	Travel - Mileage Reimbursement	155	1,500	1,345
110	65	73612	1148	0	Travel - Ground Transportation	-	250	250
110	65	73613	1148	0	Travel-AirFare	-	750	750
110	65	73620	1148	0	Lodging	-	800	800
110	65	73630	1148	0	Meals	272	1,000	728
110	65	73640	1148	0	Other Incidentals	29	500	471
110	65	85101	1148	0	Consulting Labor	261,544	450,000	188,456
					Total Expenses	**$ 952,229**	**$ 2,037,680**	**$ 1,085,451**
					TUMF (Zone Revenues)			
					Revenues			
220	65	43001	1148	0	Commercial/Svcs	$ 551,201	$ 1,497,600	$ 946,399
220	65	43002	1148	0	Retail	619,185	3,993,600	3,374,415
220	65	43003	1148	0	Industrial	6,126,916	7,987,200	1,860,284
220	65	43004	1148	0	Residential/Multi/Single	15,454,366	34,944,000	19,489,634
220	65	43005	1148	0	Multi Family	6,704,967	4,492,800	(2,212,167)
220	65	43027	1148	0	Beaumont TUMF Settlement Revenue	1,780,269	10,678,068	8,897,799
220	65	49104	1148	0	TUMF Investment Revenue / Earnings	797,305	275,000	(522,305)
					Total Revenues	**$ 32,034,209**	**$ 63,868,268**	**$ 31,834,059**
					Expenses			
220	65	65101	1148	3307	Beaumon Legal Srvs-URBAN LOGIC	$ 795	$ 795	$ -
220	65	65101	1148	3310	General Legal Services	863,911	1,491,976	628,065
220	65	65101	1148	3311	General Legal Services	7,229	7,229	-
220	65	85195	1148	0	Beaumont Settlement Distributions	-	6,488,595	6,488,595
220	65	85160	1148	0	TUMF Project Reimbursement	1,629,421	25,000,000	23,370,579
					Total Expenses	**$ 2,501,356**	**$ 32,988,595**	**$ 30,487,239**

Western Riverside Council of Governments
Budget-to-Actuals
As of December 31, 2022

Fund	Department	Account	Project	Location	Description	Actual	FY 23 Budget	Variance
					Grant Writing			
					Expenses			
110	65	85101	1300	0	Consulting Labor	$ -	$ 20,000	$ 20,000
					Total Expenses	$ -	**$ 20,000**	**$ 20,000**

Western Riverside Council of Governments
Budget-to-Actuals
As of December 31, 2022

Fund	Department	Account	Project	Location	Description	Actual	FY 23 Budget	Variance
					Local Transportation Fund			
					Revenues			
210	65	41701	1400	0	LTF Revenue	$ 1,002,500	$ 1,002,500	$ -
					Total Revenues	**$ 1,002,500**	**$ 1,002,500**	**$ -**
					Expenses			
210	65	60001	1400	0	Salaries & Wages - Fulltime	$ 96,758	$ 375,872	$ 279,113
210	65	61000	1400	0	Fringe Benefits	42,080	166,069	123,989
210	65	63000	1400	0	Overhead Allocation	90,000	180,000	90,000
210	65	65101	1400	0	General Legal Services	-	2,500	2,500
210	65	73102	1400	0	Parking Validations	-	500	500
210	65	73107	1400	0	Event Support	-	500	500
210	65	73108	1400	0	Program/Office Supplies	-	500	500
210	65	73110	1400	0	Computer Software	-	2,500	2,500
210	65	73113	1400	0	Membership Dues	1,500	750	(750)
210	65	73114	1400	0	Subcriptions/Publications	236	-	(236)
210	65	73116	1400	0	Postage	-	500	500
210	65	73204	1400	0	Communications - Cellular Phones	152	100	(52)
210	65	73601	1400	0	Seminars/Conferences	625	3,500	2,875
210	65	73611	1400	0	Travel - Mileage Reimbursement	965	1,000	35
210	65	73612	1400	0	Travel - Ground Transportation	-	1,500	1,500
210	65	73613	1400	0	Travel - Airfare	-	750	750
210	65	73620	1400	0	Lodging	1,120	2,500	1,380
210	65	73630	1400	0	Meals	293	750	457
210	65	73703	1400	0	Supplies/Materials	-	1,000	1,000
210	65	85101	1400	0	Consulting Labor	142,539	250,000	107,461
					Total Expenses	**$ 376,269**	**$ 990,790**	**$ 614,521**

Western Riverside Council of Governments
Budget-to-Actuals
As of December 31, 2022

Fund	Department	Account	Project	Location	Description	Actual	FY 23 Budget	Variance
					RIVTAM			
					Revenues			
110	65	42001	2039	0	Other Misc Revenue-RIVTAM	$ 11,500	$ 25,000	$ 13,500
					Total Revenues	**$ 11,500**	**$ 25,000**	**$ 13,500**
					Expenses			
110	65	60001	2039	0	Salaries & Wages - Fulltime	$ 2,560	$ 6,353	$ 3,794
110	65	61000	2039	0	Fringe Benefits	1,113	3,504	2,391
110	65	85101	2039	0	Consulting Labor	-	15,000	15,000
					Total Expenses	**$ 3,673**	**$ 24,858**	**$ 21,185**

Western Riverside Council of Governments
Budget-to-Actuals
As of December 31, 2022

Fund	Department	Account	Project	Location	Description	Actual	FY 23 Budget	Variance
					Regional Early Action Planning (REAP)			
					Revenues			
110	65	41606	2235	0	REAP Revenue	$ 151,479	$ 1,050,000	$ 898,521
					Total Revenues	**$ 151,479**	**$ 1,050,000**	**$ 898,521**
					Expenses			
110	65	60001	2235	0	Salaries & Wages - Fulltime	$ 35,059	$ 79,264	$ 44,205
110	65	61000	2235	0	Fringe Benefits	15,247	35,872	20,625
110	65	63000	2235	0	Overhead Allocation	-	125,383	125,383
110	65	65101	2235	6001	General Legal Services	2,298	-	(2,298)
110	65	85101	2235	0	Consulting Labor	227,888	809,101	581,213
					Total Expenses	**$ 280,493**	**$ 1,049,620**	**$ 769,128**

Western Riverside Council of Governments
Budget-to-Actuals - Fund Level
As of December 31, 2022

Description	Actual	FY 23 Budget	Variance
General Fund - 110			
Revenues			
Member Dues	294,410	294,410	-
Fellowship	22,942	100,000	77,058
Solid Waste - SB1383	117,593	117,593	-
PACE Funding Sponsor Revenue	6,375	-	(6,375)
HERO Admin Revenue	322,558	2,725,000	2,402,442
Greenworks PACE Commercial Revenue	54,382	150,000	95,618
Twain PACE Commercial Revenue	-	50,000	50,000
PACE Funding Recording Revenue	38	-	(38)
Regional Streetlights Revenue	111,261	135,542	24,281
Solid Waste	124,206	173,157	48,951
REAP Revenue	151,479	1,050,000	898,521
Other Misc Revenue-RIVTAM	11,500	25,000	13,500
TUMF Commercial - Admin Fee	22,967	62,400	39,433
TUMF Retail - Admin Fee	25,799	166,400	140,601
TUMF Industrial - Admin Fee	255,288	332,800	77,512
TUMF Single Family - Admin Fee	643,932	1,456,000	812,068
TUMF Multi Family - Admin Fee	279,374	187,200	(92,174)
Beaumont TUMF Settlement Revenue	-	205,932	205,932
Operating Transfer Out	997,324	2,476,847	1,479,523
General Fund Investment / Interest Revenue	80,352	5,000	(75,352)
Total Revenues	**3,521,780**	**9,713,281**	**6,191,501**
Expenses			
Salaries & Wages - Fulltime	853,564	2,148,323	1,294,759
Fringe Benefits	516,940	973,254	456,315
Overhead Allocation	624,000	1,373,383	749,383
General Legal Services	349,392	1,103,100	753,708
Audit Svcs - Professional Fees	-	30,000	30,000
Bank Fees	3,525	65,508	61,983
Commissioners Per Diem	32,400	72,000	39,600
Parking Cost	14,482	28,000	13,518
Office Lease	173,780	340,000	166,220
WRCOG Auto Fuels Expenses	104	1,000	896
WRCOG Auto Maintenance Expense	-	500	500
Parking Validations	1,214	12,350	11,137
Staff Recognition	2,547	3,100	553
Coffee and Supplies	350	2,500	2,150

Western Riverside Council of Governments
Budget-to-Actuals - Fund Level
As of December 31, 2022

Description	Actual	FY 23 Budget	Variance
Statewide - Event Support	14,640	59,500	44,860
General Supplies	7,294	21,800	14,506
Computer Supplies	1,013	7,000	5,987
Computer Software	33,113	102,000	68,887
Rent/Lease Equipment	5,893	15,000	9,107
Membership Dues	10,781	33,000	22,219
Subscriptions/Publications	12,443	8,950	(3,493)
Meeting Support Services	96	1,850	1,754
POSTAGE	2,778	7,350	4,572
Other Household Expenses	1,549	1,600	51
Storage	432	1,500	1,068
Printing Services	1,856	1,150	(706)
Computer Hardware	251	8,000	7,749
Communications - Regular Phone	9,220	17,500	8,280
Cellular Phone	4,168	13,000	8,832
Communications - Computer Services	5,179	40,000	34,821
Communications - Web Site	-	8,000	8,000
Equipment Maintenance	290	7,500	7,210
Maintenance - Building and Improvement	10,542	12,000	1,458
Insurance - Errors & Omissions	-	50,000	50,000
Insurance - Gen/Busi Liab/Auto	11,383	53,266	41,883
WRCOG Auto Insurance	-	6,000	6,000
Data Processing Support	5,328	8,000	2,672
Recording Fee	4,937	14,000	9,063
Seminar/Conferences	4,273	9,350	5,077
Travel - Mileage Reimbursement	1,034	7,000	5,966
Travel - Ground Transportation	471	3,050	2,579
Travel-AirFare	765	7,500	6,735
Lodging	4,225	4,600	375
Meals	2,491	6,100	3,609
Other Incidentals	29	1,000	971
Training	1,882	33,250	31,368
OPEB Repayment	-	110,526	110,526
Supplies/Materials	1,050	4,400	3,350
Staff Education Reimbursement	-	7,500	7,500
Compliance Settlements	40,280	200,000	159,720
Direct Costs	-	160,177	160,177
Consulting Labor	789,728	2,053,474	1,263,746
Outside Consulting Expenses	5,838	-	(5,838)
Total Expenses	**3,567,549**	**9,258,912**	**5,691,363**

Western Riverside Council of Governments
Budget-to-Actuals - Fund Level
As of December 31, 2022

Description	Actual	FY 23 Budget	Variance
Clean Cities Fund - 120			
Revenues			
Air Quality - Other Reimburse	129,200	270,167	140,967
LTF Revenue	70,000	70,000	-
Total Revenues	**199,200**	**340,167**	**140,967**
Expenses			
Salaries & Wages - Fulltime	59,181	170,523	111,342
Fringe Benefits	25,738	86,260	60,522
Overhead Allocation	18,000	36,000	18,000
Event Support	8,354	10,000	1,646
Meeting Support Services	-	500	500
Computer Hardware	-	700	700
Communications - Cellular Phones	203	600	397
Seminars/Conferences	-	1,000	1,000
Travel - Mileage Reimbursement	64	500	436
Travel - Ground Transportation	392	750	358
Travel - Airfare	1,253	3,500	2,247
Lodging	2,166	3,500	1,334
Meals	264	1,000	736
Other Incidentals	-	500	500
Supplies/Materials	-	1,000	1,000
Consulting Labor	14,668	23,450	8,782
Total Expenses	**130,284**	**339,783**	**209,499**

Western Riverside Council of Governments
Budget-to-Actuals - Fund Level
As of December 31, 2022

Description	Actual	FY 23 Budget	Variance
Used Oil Fund - 140			
Revenues			
Used Oil Grants	198,398	198,398	-
Total Revenues	**198,398**	**198,398**	**-**
Expenses			
Salaries & Wages - Fulltime	33,453	76,400	42,947
Fringe Benefits	14,549	38,486	23,937
Overhead Allocation	9,920	19,839	9,920
General Legal Services	-	1,000	1,000
Parking Validations	-	250	250
Event Support	21,649	7,500	(14,149)
Program/Office Supplies	-	500	500
Membership Dues	-	500	500
Meeting Support Services	-	1,000	1,000
Storage	2,213	4,000	1,787
Printing Services	-	1,000	1,000
Communications - Cellular Phones	178	200	22
Insurance - Gen/Busi Liab/Auto	-	1,000	1,000
Seminars/Conferences	700	2,000	1,300
Travel - Mileage Reimbursement	-	1,000	1,000
Travel - Ground Transportation	-	500	500
Meals	-	500	500
Supplies/Materials	-	1,000	1,000
Advertising Media - Newspaper Ad	29,000	41,548	12,548
Total Expenses	**111,661**	**198,223**	**86,562**

Western Riverside Council of Governments
Budget-to-Actuals - Fund Level
As of December 31, 2022

Description	Actual	FY 23 Budget	Variance
Inland Regional Energy Network (I-REN) Fund - 180			
Revenues			
I-REN Revenues	173,185	10,038,349	9,865,164
Total Revenues	**173,185**	**10,038,349**	**9,865,164**
Expenses			
Salaries & Wages - Fulltime	118,625	423,808	305,183
Fringe Benefits	51,590	185,350	133,760
Overhead Allocation	104,274	565,363	461,090
General Legal Services	22,038	45,000	22,962
Bank Fees	-	1,500	1,500
Parking Validations	-	3,000	3,000
Event Support	25,000	75,000	50,000
Membership Dues	-	328,000	328,000
Other Expenses	-	3,000	3,000
Printing Services	-	4,500	4,500
Computer Hardware	-	3,000	3,000
Misc Office Equipment	-	3,000	3,000
Communications - Cellular Phones	290	3,600	3,310
Seminars/Conferences	158	15,000	14,842
Mileage Reimbursement	548	22,060	21,513
Ground Transportation	-	10,000	10,000
Airfare	-	45,000	45,000
Lodging	2,013	98,000	95,987
Meals	275	8,640	8,365
Training	-	126,125	126,125
Supplies/Materials	-	2,000	2,000
Direct Costs	-	1,500,000	1,500,000
Consulting Labor	70,511	5,093,383	5,022,872
COG REN Reimbursement	-	1,474,000	1,474,000
Total Expenses	**395,320**	**10,038,330**	**9,643,009**

Western Riverside Council of Governments
Budget-to-Actuals - Fund Level
As of December 31, 2022

Description	Actual	FY 23 Budget	Variance
Local Transportation Fund (LTF) - 210			
Revenues			
LTF Revenue	1,002,500	1,002,500	-
Total Revenues	**1,002,500**	**1,002,500**	**-**
Expenses			
Salaries & Wages - Fulltime	96,758	375,872	279,113
Fringe Benefits	42,080	166,069	123,989
Overhead Allocation	90,000	180,000	90,000
General Legal Services	-	2,500	2,500
Parking Validations	-	500	500
Event Support	-	500	500
Program/Office Supplies	-	500	500
Computer Software	-	2,500	2,500
Membership Dues	1,500	750	(750)
Subcriptions/Publications	236	-	(236)
Postage	-	500	500
Communications - Cellular Phones	152	100	(52)
Seminars/Conferences	625	3,500	2,875
Travel - Mileage Reimbursement	965	1,000	35
Travel - Ground Transportation	-	1,500	1,500
Travel - Airfare	-	750	750
Lodging	1,120	2,500	1,380
Meals	293	750	457
Supplies/Materials	-	1,000	1,000
Consulting Labor	142,539	250,000	107,461
Total Expenses	**376,269**	**990,790**	**614,521**

Western Riverside Council of Governments
Budget-to-Actuals - Fund Level
As of December 31, 2022

Description	Actual	FY 23 Budget	Variance
Transportation Uniform Mitigation Fee (TUMF) Fund - 220			
Revenues			
Commercial/Svcs	551,201	1,497,600	946,399
Retail	619,185	3,993,600	3,374,415
Industrial	6,126,916	7,987,200	1,860,284
Residential/Multi/Single	15,454,366	34,944,000	19,489,634
Multi Family	6,704,967	4,492,800	(2,212,167)
Beaumont TUMF Settlement Revenue	1,780,269	10,678,068	8,897,799
TUMF Investment Revenue / Earnings	797,305	275,000	(522,305)
Total Revenues	**32,034,209**	**63,868,268**	**31,834,059**
Expenses			
General Legal Services	871,935	1,500,000	628,065
TUMF Project Reimbursement	1,629,421	25,000,000	23,370,579
Beaumont Settlement Distributions	-	6,488,595	6,488,595
Total Expenses	**2,501,356**	**32,988,595**	**30,487,239**

Western Riverside Council of Governments
WRCOG Executive Committee

Staff Report

Subject: **WRCOG Committees and Agency Activities Update**

Contact: **Chris Gray, Deputy Executive Director, cgray@wrcog.us, (951) 405-6710**

Date: **March 6, 2023**

Requested Action(s):

1. Receive and file.

Purpose:
The purpose of this item is to provide updates on noteworthy actions and discussions held in recent WRCOG standing Committee meetings, and to provide general project updates.

WRCOG 2022-2027 Strategic Plan Goal:
Goal #4 - Communicate proactively about the role and activities of the Council of Governments and its members.

Background:
Attached are summary recaps of actions and activities from recent WRCOG standing Committee meetings that occurred during the month of February 2023.

Prior Action(s):
February 6, 2023: The Executive Committee received and filed.

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

Attachment(s):
Attachment 1 - Meetings recaps February 2023

Attachment 1

Meetings recaps: February 2023

Western Riverside Council of Governments
Executive Committee and Supporting Foundation
Meetings Recap
February 6, 2023

Following is a summary of key items discussed at the last Executive Committee meeting.

Agenda Packet: https://wrcog.us/DocumentCenter/View/9708/ec-agendapacket-0223

PowerPoint Presentation: https://wrcog.us/DocumentCenter/View/9712/ec0223pp

TUMF Program Activities Update: Approval of Reimbursement Agreement

- Authorized the Executive Director to execute a TUMF Reimbursement Agreement with the City of Menifee for the Planning, Engineering, and Right-of-Way Phases for the Menifee Road (Scott Road to Garbani Road) Project in an amount not to exceed $2,169,000.

Commercial PACE Activities Update - Limited Appointment of Program Administrative Responsibilities to Nuveen Green Capital

- Adopted a resolution authorizing and appointing Greenworks Lending as Program Administrator in connection with the Temecula Senior Living Center, Commercial PACE Assessment Lien.

Classification and Compensation Study Results and Budget Impacts

- Adopted a resolution adopting the FY 2022/2023 publicly available salary schedule effective July 1, 2022, through June 30, 2023, as required by the California Public Employee's Retirement System.
- Approved a Budget amendment allocating the unallocated labor increase approved in WRCOG's Fiscal Year 2022/2023 budget.

Report on Remote Public Meeting Requirements

- Steve Debaun, WRCOG General Counsel, provided an update on remote meeting requirements as defined by AB 361 that apply with the expiration of the declared COVID-19 State of Emergency.
- Following the expiration of AB 361, members of legislative bodies are allowed to participate in remote meetings but are required to follow the teleconference provisions of the Brown Act which remain in place.
- Mr. Debaun also reviewed AB 2449, which provides limited exceptions to the teleconference provisions of the Brown Act.
- Direction was provided to staff:
    - Not allow Committee members the option to participate in Committee meetings remotely via the requirements of AB 2449, and
    - To continue to offer Committee members the option to participate remotely using the pre-pandemic rules (which require posting the remote location at which a member participates).
- Direction was also provided to staff to continue to offer a remote meeting option for members of the public.

2023 General Assembly Community Service Award Selection Guidelines

- The Committee voted to update the award selection guidelines for the upcoming nomination period as follows:

1. Recipient exhibits exemplary volunteerism;
2. Recipient is not a current elected public official;
3. Recipient is not currently employed by a WRCOG member agency; and
4. There are two award categories: individual and group.

- The Committee also made changes to clarify who can submit a nomination. Previous wording specified that only City Managers from the Technical Advisory Committee (TAC) could make nominations. Now nominations can be accepted by all TAC members.

- A 200-word limit on the nomination form will also be more strictly enforced moving forward.

Approval of WRCOG Strategic Plan

- This item will be presented in the March Executive Committee Meeting.

Next Meeting

The next Executive Committee meeting is scheduled for Monday, March 6, 2023, at 2:00 p.m., in the County of Riverside Administrative Center, 4080 Lemon Street, 1st Floor, Board Chambers, Riverside.

Western Riverside Council of Governments
Administration & Finance Committee
Meeting Recap
February 8, 2023

Following is a summary of key items discussed at the last Administration & Finance Committee meeting.

Agenda Packet: https://wrcog.us/DocumentCenter/View/9709/af-agendapacket-0223

PowerPoint Presentation: https://wrcog.us/DocumentCenter/View/9713/af-0223pp

Residential Trip Generation Study Activities Update

- Chris Gray presented the findings of the Residential Trip Generation Study, conducted by Fehr & Peers, in response to AB 602. The purpose of this Study was to determine if there is a relationship between single-family residential unit size and trips generated.
- The Study looked at single-family homes across the WRCOG subregion. A subset of locations was identified to meet specific study criteria, resulting in 23 locations. StreetLight data was used for all locations and traffic counts were collected for a subset of 8 locations to validate StreetLight data.
- A key finding was that trips generated do increase with home size up to about 2,500 square feet. Beyond 2,500 square feet, trips generated are approximately consistent.
- Based on the findings, it is recommended that the TUMF be updated based on home size. The amount will be determined in conjunction with the TUMF Nexus Study update.
- WRCOG staff is working with Fehr & Peers to conduct a similar study for multi-family.

Western Riverside County Clean Cities Coalition Activities Update

- Taylor York presented an update on Clean Cities Coalition activities that occurred during the fourth quarter of 2022.
- The Coalition is moving forward with its work under the Clean Cities Energy and Environmental Justice Initiative (CCEEJI), which is funded through the Justice40 initiative – focusing 40% of federal investment in disadvantaged communities. Coalition staff previously participated in CCEEJ outreach training. WRCOG was awarded funding to support a Community Engagement Liaison fellow for two years to focus on EEJ related mobility outreach and engagement in the WRCOG subregion. Staff is currently preparing the job description.
- Because WRCOG prepared a Community Transportation Needs Assessment for focused census tracts in the subregion, WRCOG is now eligible to apply for up to $1M in funding to deploy solutions that address the identified challenges. Staff is working to identify interests and prepare an application for funding. Staff have also applied for funding to conduct a needs assessment in additional areas of the subregion and are waiting for award results.
- Clean Cities staff hosted the first-quarter Coalition meeting on January 31, 2023, at the California Air Resources Board (CARB) facility in Riverside. The meeting began with a tour of the recently completed CARB facility. Following the tour, Coalition staff hosted a facilitated listening session to better understand zero emission vehicle (ZEV) technology challenges, as well as challenges related to state ZEV transition mandates. Discussion provided valuable feedback, which will inform the preparation of the 3-year strategic plan for Coalition work, which will be prepared over the next few months. The next Coalition meeting is scheduled for April 26, 2023.
- Between November 14 and 17, 2023, Coalition staff attended the annual Clean Cities Coordinator Training workshop in Denver, CO. The workshop provided training on managing successful Coalitions,

and opportunities to share expertise, success stories, and lessons learned. WRCOG staff participated in a panel and discussed the important role of Clean Cities Coalitions in addressing federal equity priorities and examples of how Coalitions are taking on new EEJ-inspired activities.

City of Corona TUMF Reimbursement Request Prior to Exhaustion of TUMF Credits

- Chris Gray presented an item regarding a request from the City of Corona for a TUMF reimbursement related to the I-15 / Cajalco interchange. This request is for a reimbursement for a Credit Agreement prior to the completion of the development component of the project or "exhaustion of credits."
- This matter was previously brought back to the Administration & Finance Committee after review by the Public Works and Technical Advisory Committees. Those Committees recommended against approval of this request. The Administration & Finance Committee directed staff to develop a comprehensive policy to address these types of requests and to obtain input from the Northwest TUMF Zone.
- Staff developed a comprehensive policy which was presented to the Public Works Committee and Technical Advisory Committees, which considered the item and recommended against Executive Committee approval of such a policy, thereby maintaining the existing policy.
- The specific reimbursement item was also considered by the Northwest Zone Technical Advisory Committee and the Northwest Zone Executive Committee, which recommended denial of the reimbursement request.
- The Administration & Finance Committee considered the item and took the following action:
  - Recommend that the Executive Committee deny the reimbursement request; and
  - Recommend that the Executive Committee maintain the existing policy, prohibiting reimbursement prior to exhaustion of credits.

Environmental Department Activities Update

- Olivia Sanchez provided an update on Solid Waste Committee (SWC) activities from November 16, 2022, meeting. At the SWC meeting, a presentation was provided by the San Gabriel Valley Council of Governments on their edible food recovery program.
- WRCOG staff released an RFP for a Regional Food Rescue and Technical Assistance program on December 27, 2022. Proposals were due January 26, 2023.
- The Used Oil Program is continuing with virtual events whereby residents can dispose of used oil and exchange used oil filters; so far, the Program has exchanged 697 used oil filters.
- The Love Your Neighborhood Program held an online workshop on November 9, 2022, to review the Program, learn how to register clean up events, and review launching of the new website and marketing program.

Next Meeting

The next Administration & Finance Committee meeting is scheduled for Wednesday, March 8, 2023, at 12:00 p.m., in WRCOG's office at 3390 University Avenue, Suite 200, Riverside, CA.

Western Riverside Council of Governments
Planning Directors Committee
Meeting Recap
February 9, 2023

Following is a list of key items discussed at the last Planning Directors Committee meeting.

Agenda Packet: https://wrcog.us/DocumentCenter/View/9710/PDC-agendapacket-0223

PowerPoint Presentation: https://wrcog.us/DocumentCenter/View/9715/pdc0223pp

Standardized Plans for Middle Income Housing

- Damien O'Farrell from Parkview Legacy Foundation provided a presentation to gauge member agencies' interest in incentivizing middle-income housing that would be funded by REAP 2.0. REAP 2.0 allows funding for creative means to increase housing production with a focus on infill housing and transformative regional economic development.
- This incentivization would be created with Standardized Plans for Middle Income Housing, as State guidelines encourage standardized plans as part of the Pro-Housing Designation Program. Activities may include identification of opportunity sites, policy changes, feasibility studies, outreach and educational materials, development and design of standardized plans, including plan check, for missing middle type housing.
- Any interested agencies should reach out to Damien O'Farrell (damien@parkviewlegacy.org) or Stacy Cumberbatch (stacy@opportunityriverside.com).

Mitigating Wildfire Impacts on Development Projects Under CEQA

- Suzanne Peterson, WRCOG staff, summarized the CEQA Wildfire Mitigation Guidance for Proposed Developments from the California State Attorney General.
- The first part of the guidance document focuses on analyzing a project's impact on wildfire risk which includes project density, location in the landscape, and water supply and infrastructure.
- The second part of the guidance document focuses on analysis of a project's impact on evacuation and emergency access. This includes things like analyzing roadway capacity, impacts on evacuation plans and access, and travel times under various scenarios.
- The final part of the guidance reviewed mitigation measures. Mitigation measures are driven by our analysis of these different factors (project density, landscape, infrastructure, emergency access, etc.). Sometimes it can be a challenge to assess these variables. Agencies are encouraged to use fire modeling, traffic modeling, and other spatial and statistical analyses to quantify the risks and potential impacts. Example mitigation measures were provided in the presentation.
- Fire Hazard Severity Zones were briefly addressed. CalFIRE is currently updating the State Responsibility Area Maps and will soon be updating the Local Responsibility Area Maps. Additional information will be provided to the PDC on a future agenda item.

Summary of Proposed Projects for Regional Early Action Planning Grant Program - Subregional Partnership Program (SRP) 2.0

- Suzanne Peterson, WRCOG staff, presented information on the proposed activities for SCAG's Subregional Partnership Program (SRP). SCAG is set to receive about $246M in Regional Early Action Planning Grants of 2021 (REAP 2.0) funding. The REAP 2.0 SRP program provides COGs with REAP funding on a non-competitive basis. WRCOG is set to receive about $1.6M.

- WRCOG is proposing to offer local assistance to cities on Housing Element related program and activities. Examples include application streamlining, zoning amendments, developing informational materials, and municipal code amendments. WRCOG is also proposing to offer assistance with the Prohousing Designation application.
- WRCOG staff will bring the list of proposed activities to the WRCOG Executive Committee prior to submitting a formal application to SCAG. Planning Directors Committee members are asked to provide feedback by February 16th so comments may be incorporated in the report to the Executive Committee.

Regional Early Action Planning (REAP) 2.0 Programs to Accelerate Transformative Housing (PATH) Program, Draft Application

- SCAG staff presented an update on the REAP 2.0 grant and the development of the Draft PATH Application. SCAG has drafted the PATH Program application template and is seeking input.
- The PATH Program is one of three broad programs developed for SCAG's $246M REAP 2.0 Program and will provide $89M in grant funding through a competitive evaluation process for projects with transformative and significant beneficial impacts accelerating infill development that facilitates housing supply, choice, and affordability; affirmatively furthering fair housing; and reducing vehicle miles traveled.
- Comments received by February 13th will be included in the agenda item. The Draft PATH Application can be downloaded on SCAG's REAP 2.0 webpage at https://scag.ca.gov/reap2021.

Committee Discussion

- Chris Gray, WRCOG Deputy Executive Director, noted that the April meeting of the Planning Directors Committee would be held in person. Members of the Committee wishing to participate in the meeting remotely should contact WRCOG staff.
- Topics for future agendas include Census Urban Area boundary, RTA's Sustainable Service Plan, Housing Element compliance/non-compliance, pro-housing designation, and next steps on SCAG's SED development.

Next Meeting

The next Planning Directors Committee meeting is scheduled for Thursday, April 13, 2023, at 9:30 a.m., in WRCOG's office at 3390 University Avenue, Suite 200, Riverside.

Western Riverside Council of Governments
Public Works Committee
Meeting Recap
February 9, 2023

Following is a list of key items discussed at the last Public Works Committee meeting.

Agenda Packet: https://wrcog.us/DocumentCenter/View/9711/pwc-agendapacket-0223

PowerPoint Presentation: https://wrcog.us/DocumentCenter/View/9716/pwc0223pp

Approval of Third Amendment to Professional Services Agreement with Yunex, LLC

- Recommended that the Executive Committee approve the Third Amendment with Yunex, LLC.

Confirmation of Public Works Committee Vice-Chair for the Remainder of Fiscal Year 2022/2023

- Confirmed Octavio Duran as the Public Works Committee Vice-Chair for Fiscal Year 2022/2023.

Latest Intelligent Transportation Systems (ITS) Innovations

- Ryan Calad from Michael Baker International provided a presentation on the latest innovations in ITS. The presentation covered that traffic signal devices are becoming smarter and connected and is only going to develop faster.
- One aspect of signal devices that is becoming helpful to transportation is Signal Performance Measures. Elements of this include system detection and system data management or calculations.
- Software As A Service (SaaS) is also becoming prominent and assists with increasing efficiencies of ITS with the use of data.
- Agencies were encouraged to consider all aspects of ITS as “intelligent”, embrace SaaS, address communication/bandwidth needs and ensure coordinated efforts within the agency for security and access.

Resilience Grant Funding Update for Transportation Projects

- Tim Grose from WSP provided a presentation on the many grant opportunities to assist agencies with resilience planning and project design and construction
- The grants that will assist with resilience planning are: Caltrans Climate Adaptation Planning Grants (grant applications due March 9), Office of Planning and Research (OPR) Integrated Climate Adaptation and Resiliency Program (ICARP) Adaptation Planning Grant Program (grant applications due April 31).
- The grants that will assist with resilience project design and construction are: BIL/IIJA Promoting Resilient Operations for Transformative, Efficient, and Cost-saving Transportation (PROTECT) Program discretionary funds (Notice of Funding Availability (NOFA) expected Winter/Spring 2023), FEMA Building Resilient Infrastructure and Communities (BRIC) fund (NOFA TBD) and California Transportation Commission Local Transportation Climate Adaptation (LCTAP) Program (grant applications due June 7).
- Agencies interested in pursuing grant funding for resilience planning or resilience project design and construction are encouraged to contact Christopher Tzeng (ctzeng@wrcog.us).

Streetlight Program, Broadband, and Energy Resilience Activities Update

- Daniel Soltero, Program Manager, provided information on the ICARP Adaptation Planning Grants Program (APGP), which helps public entities, tribes, and community-based organizations fill planning needs, provides resources to identify climate resilience priorities, and supports development of climate resilience projects across the State. Staff are preparing an application to the ICARP APGP to build upon the existing Energy Resilience Plan by proposing to conduct energy resilience/microgrid feasibility studies at ten different Member Agency-owned sites or facilities across the subregion.

- Various updates were provided on the State's broadband initiatives and funding programs. The Middle-Mile Broadband Initiative advertised bids to construct the 10,000-mile network in Q4 2022, and bids were due at the end of December 2022. The CPUC provided comments on the Loan Loss Reserve Fund in November 2022, and a Proposed Decision on how funds will be implemented is anticipated in Q1 2023. The Local Agency Technical Assistance (LATA) Grants Program has received 116 applications that request more funding than the program has to offer, and in Riverside County four LATA grants have been awarded to public agencies. The Federal Funding Account / Last Mile Infrastructure Deployment initiative released Priority Maps in January 2023 which will help facilitate distribution of funds, and although a date has been announced the CPUC will next provide application information and tools.
- The Streetlight Program oversees an Agreement with Yunex LLC for streetlight retrofit and maintenance services, which expires on December 1, 2023. Staff are preparing a Request for Proposals (RFP) to solicit bids for streetlight maintenance services; and is expected to be released in March or April 2023. Member Agencies will be invited to participate in the bid review process. Moreover, staff are preparing the 2022 annual streetlight maintenance reports for participating Member Agencies which will provide details on work orders and maps of pole knockdowns or other notable work orders.

Next Meeting

The next Public Works Committee meeting is scheduled for Thursday, April 13, 2023, at 2:00 p.m., in WRCOG's office located at 3390 University Avenue, Suite 200, Riverside.

Western Riverside Council of Governments
Solid Waste Committee
Meeting Recap
February 15, 2023

Following is a summary of major items discussed at the February 15, 2023, Solid Waste Committee meeting.

Agenda Packet: https://wrcog.us/DocumentCenter/View/9717/swc-agendapacket-0223

PowerPoint Presentation: https://wrcog.us/DocumentCenter/View/9722/swc-0223-pp

Regional Food Recovery & Local Assistance Program Request for Proposals Update

- WRCOG staff shared information on food rescue programming and SB 1383 compliance.
- Proposers must include budget and cost breakdown for the 18 member jurisdictions.
- Budget parameters: An equitable distribution of member contributions would fund this project. The proposal should be cost competitive for the 18-member jurisdictions. The contract term is three years with the option of two, one-year extensions.
- Scope called for seven Tasks centered around Tier I & Tier II compliance, food rescue programming and inspections to satisfy SB 1383 compliance.
- Two proposals received – proposer A: $1,031,437; proposer B: $1,057,768.
- The selection committee is still reviewing proposals.

Residential and Commercial Rate Survey Regarding Fees and Programs From Local Waste Haulers

- WRCOG staff shared key findings in the FY 2022/2023 commercial and residential rate survey for refuse, recycling, and organics collection.
- The rate survey serves as a resource for member agencies to compare and better understand the rates and services provided by waste haulers of neighboring jurisdictions.

Recycling Education and Outreach Grant Update

- The grant project proposal is designed to create a comprehensive training program and user-friendly toolkit to provide residents and businesses with resources that explain the most current consumer recycling information in concise and clear terms, simplifying the recycling process.
- The outreach is designed to reach all Western Riverside County's 18 participating jurisdictions, including school districts.
- Program goals: outreach material development, outreach booths, toolkits, recycling workshops, recycling ambassador workshops, and outreach programming in schools.
- Grant application due February 15, 2023.

Greenleaf Power Presentation: How Biomass Electricity Can Satisfy SB 1383 Requirements

- Jurisdictions may comply with SB 1383 procurement by working with a direct service provider.
- Desert View Power (DVP) converts biomass to electricity measure production, jurisdictions purchase power from provider, DVP and jurisdictions enter into agreements.

Next Meeting

The next Solid Waste Committee meeting is scheduled for Wednesday, May 17, 2023, at 1:00 p.m., in WRCOG's office at 3390 University Avenue, Suite 200, Riverside.

Western Riverside Council of Governments
Technical Advisory Committee
Meeting Recap
February 16, 2023

Following is a summary of key items discussed at the last Technical Advisory Committee meeting.

Agenda Packet: https://wrcog.us/DocumentCenter/View/9718/tac-agendapacket-0223

PowerPoint Presentation: https://wrcog.us/DocumentCenter/View/9729/tac-0223pp

Approval of Third Amendment to Professional Services Agreement with Yunex, LLC

- The NTE amount of the contract has been exceeded when accounting for LED retrofit, routine O&M, and extraordinary O&M services. However, the calculation that was used to determine the initial contract's NTE amount only budgeted for LED retrofit and routine O&M services and did not budget for extraordinary O&M services. The Agreement does not specifically exclude extraordinary O&M from the NTE amount, however it appears that the method to establish the NTE amount did infer that extraordinary O&M costs would be excluded from the NTE amount. This Third Amendment makes the exclusion of extraordinary O&M from the NTE amount clear and transparent in the Agreement.
- Recommended that the Executive Committee approve the Third Amendment with Yunex, LLC to exclude extraordinary operation and maintenance (O&M) costs from the not-to-exceed (NTE) amount in the Agreement.

I-REN Activities Update and Survey Participation Request

- Benjamin Druyon, Program Manager, provided a brief update on how WRCOG, CVAG, and SBCOG formed a partnership in 2017, due to loss of funding sources with other energy efficiency programs, and began developing the concept of I-REN. The I-REN team hired a consultant to develop and submit a Business Plan to the CPUC, which was formally approved in November 2021 for $65M for program years 2022 through 2027.
- I-REN will focus on three sectors: 1) Public, 2) Codes and Standards, and 3) Workforce Education and Training. Through these sectors, there will be some direct benefits to participating members which include technical assistance, financial incentives, energy modeling services, benchmarking services, Title 24 Code Compliance trainings, energy certification programs, and placement of I-REN Energy Fellows.
- WRCOG's representatives are Chair Crystal Ruiz of the City of San Jacinto, Chris Barajas of the City of Jurupa Valley, and Jacque Casillas of the City of Corona. CVAG's representative is Vice-Chair Oscar Ortiz. SBCOG's representatives are 2nd Vice-Chair Art Bishop of the Town of Apple Valley, Curt Hagman of the County of San Bernardino, and Deborah Robertson of the City of Rialto.
- Highlights were presented on the development of the I-REN Strategic Plan, a 5-year Organizational Plan, being designed to ensure effective and efficient use of ratepayer funds, identify clear priorities and actions, and to ensure activities and engagement are aligned across all members of I-REN.
- Committee members were reminted on the importance of member agencies' participation in a recent survey that was distributed prior to the meeting and will be open until February 28, 2023.

Streetlight Program, Broadband, and Energy Resilience Activities Update

- Daniel Soltero, Program Manager, provided information on the ICARP Adaptation Planning Grants Program (APGP), which helps public entities, tribes, and community-based organizations fill planning needs, provides resources to identify climate resilience priorities, and supports development of climate resilience projects across the State. Staff are preparing an application to the ICARP APGP to build upon the existing Energy Resilience Plan by proposing to conduct energy resilience/microgrid feasibility studies at ten different Member Agency-owned sites or facilities across the subregion.

- Various updates were provided on the State's broadband initiatives and funding programs. The Middle-Mile Broadband Initiative advertised bids to construct the 10,000-mile network in Q4 2022, and bids were due at the end of December 2022. The CPUC provided comments on the Loan Loss Reserve Fund in November 2022, and a Proposed Decision on how funds will be implemented is anticipated in Q1 2023. The Local Agency Technical Assistance (LATA) Grants Program has received 116 applications that request more funding than the program has to offer, and in Riverside County four LATA grants have been awarded to public agencies. The Federal Funding Account / Last Mile Infrastructure Deployment initiative released Priority Maps in January 2023 which will help facilitate distribution of funds, and although a date has been announced the CPUC will next provide application information and tools.
- The Streetlight Program oversees an Agreement with Yunex LLC for streetlight retrofit and maintenance services, which expires on December 1, 2023. Staff are preparing a Request for Proposals (RFP) to solicit bids for streetlight maintenance services; and is expected to be released in March or April 2023. Member Agencies will be invited to participate in the bid review process. Moreover, staff are preparing the 2022 annual streetlight maintenance reports for participating Member Agencies which will provide details on work orders and maps of pole knockdowns or other notable work orders.

<u>Western Riverside County Clean Cities Coalition Activities Update</u>

- Taylor York presented an update on Clean Cities Coalition activities that occurred during the fourth quarter of 2022.
- The Coalition is moving forward with its work under the Clean Cities Energy and Environmental Justice Initiative (CCEEJI), which is funded through the Justice40 initiative – focusing 40% of federal investment in disadvantaged communities. Coalition staff previously participated in CCEEJ outreach training. WRCOG was awarded funding to support a Community Engagement Liaison fellow for two years to focus on EEJ related mobility outreach and engagement in the WRCOG subregion. Staff is currently preparing the job description.
- Because WRCOG prepared a Community Transportation Needs Assessment for focused census tracts in the subregion, WRCOG is now eligible to apply for up to $1M in funding to deploy solutions that address the identified challenges. Staff is working to identify interests and prepare an application for funding. Staff have also applied for funding to conduct a needs assessment in additional areas of the subregion and are waiting for award results.
- Clean Cities staff hosted the first-quarter Coalition meeting on January 31, 2023, at the California Air Resources Board (CARB) facility in Riverside. The meeting began with a tour of the recently completed CARB facility. Following the tour, Coalition staff hosted a facilitated listening session to better understand zero emission vehicle (ZEV) technology challenges, as well as challenges related to state ZEV transition mandates. Discussion provided valuable feedback, which will inform the preparation of the 3-year strategic plan for Coalition work, which will be prepared over the next few months. The next Coalition meeting is scheduled for April 26, 2023.
- Between November 14 and 17, 2023, Coalition staff attended the annual Clean Cities Coordinator Training workshop in Denver, CO. The workshop provided training on managing successful Coalitions, and opportunities to share expertise, success stories, and lessons learned. WRCOG staff participated in a panel and discussed the important role of Clean Cities Coalitions in addressing federal equity priorities and examples of how Coalitions are taking on new EEJ-inspired activities.

Public Comments

- Arnold San Miguel, SCAG, provided the following SCAG updates:
  - The Future Housing Working Group meetings are scheduled for April 18, July 18, and October 17 in 2023.
  - Civic Engagement, Equity & Env Justice Call for Applications: The Civic Engagement, Equity and Environmental Justice Call for Applications will provide a total of $5M to support a wide range of eligible land use and transportation planning activities to close the racial equity gap. This program provides resources and direct technical assistance to local agencies and encourages co-applicant partnerships with community-based partners.

Next Meeting

The next Technical Advisory Committee meeting is scheduled for Thursday, March 16, 2023, at 9:30 a.m., in WRCOG's office at 3390 University Avenue, Suite 200, Riverside.

Western Riverside Council of Governments
Finance Directors Committee
Meeting Recap
February 23, 2023

Following is a summary of key items discussed at the last Finance Directors Committee meeting.

Agenda Packet: https://wrcog.us/DocumentCenter/View/9730/FDC-Agenda-Packet-022323

PowerPoint Presentation: https://wrcog.us/DocumentCenter/View/9737/fdc0223pp

Fiscal Year 2021/2022 Agency Audit

- The Fiscal Year 2021/2022 audit is nearly completed and expected to be finalized in early March.
- While the audit is not final, WRCOG's auditors do not anticipate any findings or internal control deficiencies.
- Two major changes will be implemented going forward with WRCOG's financial reporting: 1. The TUMF revenues will be considered a fiduciary activity, with the exception of the administrative fee. 2. The PACE bond trustee activity will be reported as a part of the PACE custodial fund.

WRCOG Financial Sustainability Modeling and Fiscal Year 2023/2024 Budget Introduction

- WRCOG brought on a consulting firm (Baker Tilly) to perform an analysis on WRCOG's financial position and to perform a long-range financial model for WRCOG's various Programs.
- While the model presented is not final, it indicated consistent growth for the TUMF and LTF Fund over the next 10 years and showed potential deficiencies for the General Fund and Used Oil within the 10 year period modeled.
- Staff will continue to work with Baker Tilly to refine the model and apply it to the Fiscal Year 2023/2024 budget.

Fiscal Year 2022/2023 Q2 Financial Update

- During Q2 of Fiscal Year 2022/2023, three budget amendments were approved under the Executive Director's Authority.
- Four budget amendments were requested and approved:
    1. Reduction of the PACE Program revenues and expenditures based on decreased activity.
    2. Reduction of the I-REN Program revenues and expenditures due to decreased activity; however, these funds will be rolled over into a later period, as the REN has until 2027 to expend its funds.
    3. Reduction of the REAP Program revenues and expenditures due to the Program being extended an additional 18 months.
    4. Increase the TUMF revenues due to increased development activity.

Next Meeting

The next Finance Directors Committee meeting is scheduled for Thursday, April 27, 2023, at 1:00 p.m., in WRCOG's office at 3390 University Avenue, Suite 200, Riverside.

Item 5.D

Western Riverside Council of Governments
WRCOG Executive Committee

Staff Report

Subject: **Report out of WRCOG Representatives on Various Committees**

Contact: **Chris Gray, Deputy Executive Director, cgray@wrcog.us, (951) 405-6710**

Date: **March 6, 2023**

Requested Action(s):

1. Receive and file.

Purpose:

The purpose of this item is to inform the Executive Committee of activities occurring on the various Committees in which WRCOG has an appointed representative.

WRCOG 2022-2027 Strategic Plan Goal:

Goal #1- Serve as an advocate at the regional, state, and federal level for the Western Riverside region.

Background:

This item serves as a placeholder for WRCOG representatives' use in providing materials pertaining to meetings of the Committee they have been appointed to.

CALCOG Board of Directors (Brian Tisdale)

No CALCOG Board of Directors meeting has occurred since the last update. The next CALCOG Board of Directors meeting is scheduled during the Regional Leadership Forum, March 5 - 7, 2023.

SANDAG Borders Committee (Crystal Ruiz)

The SANDAG Borders Committee met on February 24, 2023. Agenda highlights include:

1. Good Neighbor Environmental Board Updates
2. Overview of Vertical Housing Development in the City of Tijuana
3. State Route 11/Otay Mesa East Port of Entry Project Update

SAWPA OWOW Steering Committee

No SAWPA OWOW Steering Committee meeting has occurred since the last update. The next SAWPA OWOW Steering Committee meeting is scheduled for March 23, 2023.

Prior Action(s):
February 6, 2023: The Executive Committee received and filed.

Fiscal Impact:
WRCOG stipends are included in the Agency's adopted Fiscal Year 2021/2022 Budget under the General Fund (Fund 110).

Attachment(s):
Attachment 1 - SANDAG Borders Committee agenda 022423

Attachment 1

SANDAG Borders Committee
agenda February 24, 2023

Borders Committee Agenda

Friday, February 24, 2023
12:30 p.m.

Welcome to SANDAG. The Borders Committee meeting scheduled for Friday, February 24, 2023, will be held in person in the SANDAG Board Room. While Borders Committee members will attend in person, members of the public will have the option of participating either in person or virtually.

For public participation via Zoom webinar, click the link to join the meeting: https://us02web.zoom.us/j/83219092536

Webinar ID: 861 9380 9958

To participate via phone, dial a number based on your current location in the US:

+1 (669) 900-6833 +1 (929) 205-6099 International numbers available: https://us02web.zoom.us/u/kwGpZLj55

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Public Comments: Members of the public may speak to the Borders Committee on any item at the time the Borders Committee is considering the item. Public speakers are generally limited to three minutes or less per person.

Persons who wish to address the members on an item to be considered at this meeting, or on non-agendized issues, may email comments to the Clerk at clerkoftheboard@sandag.org (please reference Borders Committee meeting in your subject line and identify the item number(s) to which your comments pertain). Comments received by 4 p.m. the business day before the meeting will be provided to members prior to the meeting. All comments received prior to the close of the meeting will be made part of the meeting record.

If you desire to provide in-person verbal comment during the meeting, please fill out a speaker slip, which can be found in the lobby. If you have joined the Zoom meeting by computer or phone, please use the “Raise Hand” function to request to provide public comment. On a computer, the “Raise Hand” feature is on the Zoom toolbar. By phone, enter *9 to “Raise Hand” and *6 to unmute. Requests to provide live public comment must be made at the beginning of the relevant item, and no later than the end of any staff presentation on the item. The Clerk will call on members of the public who have timely requested to provide comment by name for those in person and joining via a computer, and by the last three digits of the phone number of those joining via telephone. Should you wish to display media in conjunction with your comments, please inform the Clerk when called upon. The Clerk will be prepared to have you promoted to a position where you will be able to share your media yourself during your allotted comment time. In-person media sharing must be conducted by joining the Zoom meeting on the personal device where the content resides. Please note that any available chat feature on the Zoom meeting platform should be used by panelists and attendees solely for procedural or other “housekeeping” matters as comments provided via the chat feature will not be retained as part of the meeting record. All comments to be provided for the record must be made in writing via email or speaker slip, or verbally per the instructions above.

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SANDAG

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This meeting will be conducted in English, and simultaneous interpretation will be provided in Spanish. Interpretation in additional languages will be provided upon request to ClerkoftheBoard@sandag.org at least 72 business hours before the meeting.

Esta reunión se llevará a cabo en inglés, y se ofrecerá interpretación simultánea en español. Se ofrecerá interpretación en otros idiomas previa solicitud a ClerkoftheBoard@sandag.org al menos 72 horas antes de la reunión.

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fax (619) 699-1905 at least 72 hours in advance of the meeting.

Vision Statement: *Pursuing a brighter future for all*

Mission Statement: *We are the regional agency that connects people, places, and innovative ideas by implementing solutions with our unique and diverse communities.*

Our Commitment to Equity: *We hold ourselves accountable to the communities we serve. We acknowledge we have much to learn and much to change; and we firmly uphold equity and inclusion for every person in the San Diego region. This includes historically underserved, systemically marginalized groups impacted by actions and inactions at all levels of our government and society.*

We have an obligation to eliminate disparities and ensure that safe, healthy, accessible, and inclusive opportunities are available to everyone. The SANDAG equity action plan will inform how we plan, prioritize, fund, and build projects and programs; frame how we work with our communities; define how we recruit and develop our employees; guide our efforts to conduct unbiased research and interpret data; and set expectations for companies and stakeholders that work with us.

We are committed to creating a San Diego region where every person who visits, works, and lives can thrive.

SANDAG

Borders Committee

Friday, February 24, 2023

Item No.		Action
1.	**Member Introductions** Members of the Borders Committee will introduce themselves.	
2.	**Public Comments/Communications/Member Comments** Public comments under this agenda item will be limited to five public speakers. Members of the public shall have the opportunity to address the Borders Committee on any issue within the jurisdiction of the Committee that is not on this agenda. Public speakers are limited to three minutes or less per person. Committee members also may provide information and announcements under this agenda item. If the number of public comments under this agenda item exceeds five, additional public comments will be taken at the end of the agenda. Subjects of previous agenda items may not again be addressed under public comment.	
3.	**Agency Report** *Victoria Stackwick, SANDAG* Chief of Staff Victoria Stackwick will present an update on key programs, projects, and agency initiatives.	**Discussion**
+4.	**Borders Committee 101** *Héctor Vanegas, SANDAG* Staff will present an overview of the Borders Committee to inform members of the Committee's membership and responsibilities, major milestones accomplished in 2022, and those ahead in 2023.	**Information**

Consent

+5.	**Approval of Meeting Minutes** *Francesca Webb, SANDAG* The Borders Committee is asked to approve the minutes from its November 18, 2022, meeting.	**Approve**

Reports

6.	**Good Neighbor Environmental Board Updates** *Paul Ganster, Committee on Binational Regional Opportunities - Task Force* Paul Ganster will present an update on the Good Neighbor Environmental Board advisory letter to the President and Congress of the United States that addresses issues of water and wastewater infrastructure deficits in the border region.	**Information**

7.	**Overview of Vertical Housing Development in the City of Tijuana** *Héctor Bustamante, Bustamante Realty Group* Héctor Bustamante will present an overview of the dynamic development of vertical housing in Tijuana that most likely serves the Tijuana-San Diego cross-border community.	**Information**
+8.	**State Route 11/Otay Mesa East Port of Entry Project Update** Mario Orso, Nikki Tiongco, Caltrans Maria Rodriguez Molina, SANDAG Staff will present an update on the State Route 11 Otay Mesa East Port of Entry project.	**Information**
9.	**Upcoming Meetings** The next Borders Committee meeting is scheduled for Friday, March 24, 2023, at 12:30 p.m.	
10.	**Adjournment**	

+ next to an item indicates an attachment

Western Riverside Council of Governments
WRCOG Executive Committee

Staff Report

Subject: **TUMF Program Activities Update: Approval of Reimbursement Agreement and Credit Agreement**

Contact: **Chris Gray, Deputy Executive Director, cgray@wrcog.us, (951) 405-6710**

Date: **March 6, 2023**

Requested Action(s):

1. Authorize the Executive Director to execute a TUMF Reimbursement Agreement with the City of Moreno Valley for the SR-60 / World Logistics Center Parkway Interchange Project in the Amount of $3,500,000.
2. Authorize the Executive Director to execute a TUMF Credit Agreement with Riverside County / Cal Hearthstone for improvements to Briggs Road for a not to exceed amount of $225,821.

Purpose:

The purpose of this item is to request approval of one Transportation Uniform Mitigation Fee (TUMF) Reimbursement Agreement and one TUMF Credit Agreement.

WRCOG 2022-2027 Strategic Plan Goal:

Goal #5 - Develop projects and programs that improve infrastructure and sustainable development in our subregion.

Background:

WRCOG's TUMF Program is a regional fee program designed to provide transportation and transit infrastructure that mitigates the impact of new growth in Western Riverside County.

TUMF Reimbursement Agreement

One Reimbursement Agreement is being present for approval. A Reimbursement Agreement is a document between WRCOG and a member agency and allows WRCOG to provide funding for TUMF expenses incurred for the planning, design, and/or construction of a TUMF project. The presented Reimbursement Agreement is described below.

City of Moreno Valley:

1. The SR-60 / World Logistics Center Parkway Interchange Project Reimbursement Agreement sets the amount of funding in the Planning and Engineering Phases to an amount not to exceed $3,500,000 (Attachment 1).

TUMF Credit Agreement

One Credit Agreement is being present for approval. A Credit Agreement is a three-party document between WRCOG, a member agency, and a developer, whereby a developer builds a TUMF facility or a portion of that facility as an offset to their TUMF obligation. The presented Credit Agreement is described below.

Riverside County:

1. The County of Riverside / Cal Hearthstone Credit Agreement sets the amount of TUMF credit associated with the construction of a segment of Briggs Road (Matthews Road to approximately 1,000 feet north) to be $225,821 (Attachment 2).

Prior Action(s):
None.

Fiscal Impact:
Transportation Department activities are included in the Agency's adopted Fiscal Year 2022/2023 Budget under the Transportation Department and the Reimbursement Agreement is consistent with the Central Zone TIP. The proposed Credit Agreement does not require any reimbursement for the proposed development since the TUMF obligation exceeds the amount of the proposed credit.

Attachment(s):
Attachment 1 - SR-60 / World Logistics Center Parkway Interchange Project Reimbursement Agreement
Attachment 2 - County of Riverside / Cal Hearthstone Credit Agreement

Attachment 1

SR-60/WLC TUMF Reimbursement Agreement

TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM
AGREEMENT TO REIMBURSE TUMF FUNDS
SR-60/WORLD LOGISTICS CENTER PARKWAY INTERCHANGE IMPROVEMENTS
PA&ED AND PS&E PHASES (AT 65% DESIGN)

THIS REIMBURSEMENT AGREEMENT ("Agreement") is entered into as of this __________day of __________, 2023, by and between the Western Riverside Council of Governments ("WRCOG"), a California joint powers authority and City of Moreno Valley (AGENCY). WRCOG and AGENCY are sometimes hereinafter referred to individually as "Party" and collectively as "Parties".

RECITALS

A. WRCOG is the Administrator of the Transportation Uniform Mitigation Fee Program of Western Riverside County ("TUMF Program").

B. WRCOG has identified and designated certain transportation improvement projects throughout Western Riverside County as projects of regional importance ("Qualifying Projects" or "Projects"). The Qualifying Projects are more specifically described in that certain WRCOG study titled "TUMF Nexus Study", as may be amended from time to time. Qualifying Projects can have Regional or Zonal significance as further described in the TUMF Nexus Study.

C. The TUMF Program is funded by TUMF fees paid by new development in Western Riverside County (collectively, "TUMF Program Funds"). TUMF Program Funds are held in trust by WRCOG for the purpose of funding the Qualifying Projects.

D. The AGENCY proposes to implement a Qualifying Project, and it is the purpose of this Agreement to identify the project and to set forth the terms and conditions by which WRCOG will release TUMF Program Funds.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and subject to the conditions contained herein, the Parties hereby agree as follows:

1. Description of the Qualifying Project. This Agreement is intended to distribute TUMF Program Funds to the AGENCY for **SR-60/World Logistic Center Parkway Interchange Improvements,** (the "Project"), a Qualifying Project. The Work, including a timetable and a detailed scope of work, is more fully described in Exhibit "A" attached hereto and incorporated herein by reference and, pursuant to Section 20 below, is subject to modification if requested by the AGENCY and approved by WRCOG. The work shall be consistent with one or more of the defined WRCOG Call for Projects phases detailed herein as follows:

1) PA&ED – Project Approvals & Environmental Document
2) PS&E – Plans, Specifications and Estimates (at 65% design level)

2. WRCOG Funding Amount. WRCOG hereby agrees to distribute to AGENCY, on the terms and conditions set forth herein, a sum not to exceed **Three Million Five Hundred Thousand Dollars ($3,500,000),** to be used for reimbursing the AGENCY for eligible Project expenses as described in Section 3 herein ("Funding Amount"). The Parties acknowledge and agree that the Funding Amount may be less than the actual cost of the Project. Nevertheless, the Parties acknowledge and agree that WRCOG shall not be obligated to contribute TUMF Program Funds in excess of the maximum TUMF share identified in the TUMF Nexus Study ("Maximum TUMF Share"), as may be amended from time to time.

3. Project Costs Eligible for Advance/Reimbursement. The total Project costs ("Total Project Cost") may include the following items, provided that such items are included in the scope of work attached hereto as Exhibit "A" ("Scope of Work"): (1) AGENCY and/or consultant costs associated with direct Project coordination and support; (2) funds expended in preparation of preliminary engineering studies; (3) funds expended for preparation of environmental review documentation for the Project; (4) all costs associated with right-of-way acquisition, including right-of-way engineering, appraisal, acquisition, legal costs for condemnation procedures if authorized by the AGENCY, and costs of reviewing appraisals and offers for property acquisition; (5) costs reasonably incurred if condemnation proceeds; (6) costs incurred in the preparation of plans, specifications, and estimates by AGENCY or consultants; (7) AGENCY costs associated with bidding, advertising and awarding of the Project contracts; (8) construction costs, including change orders to construction contract approved by the AGENCY; (9) construction management, field inspection and material testing costs; and (10) any AGENCY administrative cost to deliver the Project.

4. Ineligible Project Costs. The Total Project Cost shall not include the following items which shall be borne solely by the AGENCY without reimbursement: (1) any AGENCY administrative fees attributed to the reviewing and processing of the Project; and (2) expenses for items of work not included within the Scope of Work in Exhibit "A".

5. Procedures for Distribution of TUMF Program Funds to AGENCY.

(a) Initial Payment by the AGENCY. The AGENCY shall be responsible for initial payment of all the Project costs as they are incurred. Following payment of such Project costs, the AGENCY shall submit invoices to WRCOG requesting reimbursement of eligible Project costs. Each invoice shall be accompanied by detailed contractor invoices, or other demands for payment addressed to the AGENCY, and documents evidencing the AGENCY's payment of the invoices or demands for payment. Documents evidencing the AGENCY'S payment of the invoices shall be retained for four (4) years and shall be made available for review by WRCOG. The AGENCY shall submit invoices not more often than monthly and not less often than quarterly.

(b) Review and Reimbursement by WRCOG. Upon receipt of an invoice from the AGENCY, WRCOG may request additional documentation or explanation of the Project costs for which reimbursement is sought. Undisputed amounts shall be paid by WRCOG to the AGENCY within thirty (30) days. In the event that WRCOG disputes the eligibility of the AGENCY for reimbursement of all or a portion of an invoiced amount, the Parties shall meet and confer in an attempt to resolve the dispute. If the meet and confer process is unsuccessful in resolving the dispute, the AGENCY may appeal WRCOG's decision as to the eligibility of one or more invoices to WRCOG's Executive Director. The WRCOG Executive Director shall provide his/her decision in writing. If the AGENCY disagrees with the Executive Director's decision, the AGENCY may appeal the decision of the Executive Director to the full WRCOG Executive Committee, provided the AGENCY submits its request for appeal to WRCOG within ten (10) days of the Executive Director's written decision. The decision of the WRCOG Executive Committee shall be final. Additional details concerning the procedure for the AGENCY's submittal of invoices to WRCOG and WRCOG's consideration and payment of submitted invoices are set forth in Exhibit "B", attached hereto and incorporated herein by reference.

(c) Funding Amount/Adjustment. If a post Project audit or review indicates that WRCOG has provided reimbursement to the AGENCY in an amount in excess of the Maximum TUMF Share of the Project, or has provided reimbursement of ineligible Project costs, the AGENCY shall reimburse WRCOG for the excess or ineligible payments within 30 days of notification by WRCOG.

6. Increases in Project Funding. The Funding Amount may, in WRCOG's sole discretion, be augmented with additional TUMF Program Funds if the TUMF Nexus Study is amended to increase the maximum eligible TUMF share for the Project. Any such increase in the Funding Amount must be approved in writing by WRCOG's Executive Director. In no case shall the amount of TUMF Program Funds allocated to the AGENCY exceed the then-current maximum eligible TUMF share for the Project. No such increased funding shall be expended to pay for any Project already completed. For purposes of this Agreement, the Project or any portion thereof shall be deemed complete upon its acceptance by WRCOG's Executive Director which shall be communicated to the AGENCY in writing.

7. No Funding for Temporary Improvements. Only segments or components of the construction that are intended to form part of or be integrated into the Project may be funded by TUMF Program Funds. No improvement which is temporary in nature, including but not limited to temporary roads, curbs, tapers or drainage facilities, shall be funded with TUMF Program Funds, except as needed for staged construction of the Project.

8. AGENCY's Funding Obligation to Complete the Project. In the event that the TUMF Program Funds allocated to the Project represent less than the total cost of the Project, the AGENCY shall provide such additional funds as may be required to complete the Project.

9. AGENCY's Obligation to Repay TUMF Program Funds to WRCOG; Exception For PA&ED Phase Work. Except as otherwise expressly excepted within this paragraph, in the event that: (i) the AGENCY, for any reason, determines not to proceed with or complete the Project; or (ii) the Project is not timely completed, subject to any extension of time granted by WRCOG pursuant to the terms of this Agreement; the AGENCY agrees that any TUMF Program Funds that were distributed to the AGENCY for the Project shall be repaid in full to WRCOG, and the Parties shall enter into good faith negotiations to establish a reasonable repayment schedule and repayment mechanism. If the Project involves work pursuant to a PA&ED phase, AGENCY shall not be obligated to repay TUMF Program Funds to WRCOG relating solely to PA&ED phase work performed for the Project.

10. AGENCY's Local Match Contribution. AGENCY local match funding is not required, as shown in Exhibit "A" and as called out in the AGENCY's Project Nomination Form submitted to WRCOG in response to its Call for Projects."

11. Term/Notice of Completion. The term of this Agreement shall be from the date first herein above written until the earlier of the following: (i) the date WRCOG formally accepts the Project as complete, pursuant to Section 6; (ii) termination of this Agreement pursuant to Section 15; or (iii) the AGENCY has fully satisfied its obligations under this Agreement. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement.

12. Representatives of the Parties. WRCOG's Executive Director, or his or her designee, shall serve as WRCOG's representative and shall have the authority to act on behalf of WRCOG for all purposes under this Agreement. The AGENCY hereby designates **Michael Lloyd, City Engineer,** or his or her designee, as the AGENCY's representative to WRCOG. The AGENCY's representative shall have the authority to act on behalf of the AGENCY for all purposes under this Agreement and shall coordinate all activities of the Project under the AGENCY's responsibility. The AGENCY shall work closely and cooperate fully with WRCOG's representative and any other agencies which may have jurisdiction over or an interest in the Project.

13. Expenditure of Funds by AGENCY Prior to Execution of Agreement. Nothing in this Agreement shall be construed to prevent or preclude the AGENCY from expending funds on the Project prior to the execution of the Agreement, or from being reimbursed by WRCOG for such expenditures. However, the AGENCY understands and acknowledges that any expenditure of funds on the Project prior to the execution of the Agreement is made at the AGENCY's sole risk, and that some expenditures by the AGENCY may not be eligible for reimbursement under this Agreement.

14. Review of Services. The AGENCY shall allow WRCOG's Representative to inspect or review the progress of the Project at any reasonable time in order to determine whether the terms of this Agreement are being met.

15. Termination.

(a) Notice. Either WRCOG or AGENCY may, by written notice to the other party, terminate this Agreement, in whole or in part, in response to a material breach hereof by the other Party, by giving written notice to the other party of such termination and specifying the effective date thereof. The written notice shall provide a 30-day period to cure any alleged breach. During the 30-day cure period, the Parties shall discuss, in good faith, the manner in which the breach can be cured.

(b) Effect of Termination. In the event that the AGENCY terminates this Agreement, the AGENCY shall, within 180 days, repay to WRCOG any unexpended TUMF Program Funds provided to the AGENCY under this Agreement and shall complete any portion or segment of work for the Project for which TUMF Program Funds have been provided. In the event that WRCOG terminates this Agreement, WRCOG shall, within 90 days, distribute to the AGENCY TUMF Program Funds in an amount equal to the aggregate total of all unpaid invoices which have been received from the AGENCY regarding the Project at the time of the notice of termination; provided, however, that WRCOG shall be entitled to exercise its rights under Section 5(b), including but not limited to conducting a review of the invoices and requesting additional information. Upon such termination, the AGENCY shall, within 180 days, complete any portion or segment of work for the Project for which TUMF Program Funds have been provided. This Agreement shall terminate upon receipt by the non-terminating Party of the amounts due to it hereunder and upon completion of the segment or portion of Project work for which TUMF Program Funds have been provided.

(c) Cumulative Remedies. The rights and remedies of the Parties provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

16. Prevailing Wages. The AGENCY and any other person or entity hired to perform services on the Project are alerted to the requirements of California Labor Code Sections 1770 et seq., which would require the payment of prevailing wages were the services or any portion thereof determined to be a public work, as defined therein. The AGENCY shall ensure compliance with these prevailing wage requirements by any person or entity hired to perform the Project. The AGENCY shall defend, indemnify, and hold harmless WRCOG, its officers, employees, consultants, and agents from any claim or liability, including without limitation attorneys, fees, arising from its failure or alleged failure to comply with California Labor Code Sections 1770 et seq.

17. Progress Reports. WRCOG may request the AGENCY to provide WRCOG with progress reports concerning the status of the Project.

18. Indemnification.

(a) AGENCY Responsibilities. In addition to the indemnification required under Section 16, the AGENCY agrees to indemnify and hold harmless WRCOG, its officers, agents, consultants, and employees from any and all claims, demands, costs or liability arising from or connected with all activities governed by this Agreement including all design and construction activities, due to negligent acts, errors or omissions or willful misconduct of the AGENCY or its subcontractors. The AGENCY will reimburse WRCOG for any expenditures, including reasonable attorneys' fees, incurred by WRCOG, in defending against claims ultimately determined to be due to negligent acts, errors or omissions or willful misconduct of the AGENCY.

(b) WRCOG Responsibilities. WRCOG agrees to indemnify and hold harmless the AGENCY, its officers, agents, consultants, and employees from any and all claims, demands, costs or liability arising from or connected with all activities governed by this Agreement including all design and construction activities, due to negligent acts, errors or omissions or willful misconduct of WRCOG or its sub-consultants. WRCOG will reimburse the AGENCY for any expenditures, including reasonable attorneys' fees, incurred by the AGENCY, in defending against claims ultimately determined to be due to negligent acts, errors or omissions or willful misconduct of WRCOG.

(c) Effect of Acceptance. The AGENCY shall be responsible for the professional quality, technical accuracy and the coordination of any services provided to complete the Project. WRCOG's review, acceptance or funding of any services performed by the AGENCY or any other person or entity under this Agreement shall not be construed to operate as a waiver of any rights WRCOG may hold under this Agreement or of any cause of action arising out of this Agreement. Further, the AGENCY shall be and remain liable to WRCOG, in accordance with applicable law, for all damages to WRCOG caused by the AGENCY's negligent performance of this Agreement or supervision of any services provided to complete the Project.

19. Insurance. The AGENCY shall require, at a minimum, all persons or entities hired to perform the Project to obtain, and require their subcontractors to obtain, insurance of the types and in the amounts described below and satisfactory to the AGENCY and WRCOG. Such insurance shall be maintained throughout the term of this Agreement, or until completion of the Project, whichever occurs last.

(a) Commercial General Liability Insurance. Occurrence version commercial general liability insurance or equivalent form with a combined single limit of not less than $1,000,000.00 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Project or be no less than two times the occurrence limit. Such insurance shall:

(i) Name WRCOG and AGENCY, and their respective officials, officers, employees, agents, and consultants as insured with respect to performance of the services on the Project and shall contain no special limitations on the scope of coverage or the protection afforded to these insured;

(ii) Be primary with respect to any insurance or self-insurance programs covering WRCOG and AGENCY, and/or their respective officials, officers, employees, agents, and consultants; and

(iii) Contain standard separation of insured provisions.

(b) Business Automobile Liability Insurance. Business automobile liability insurance or equivalent form with a combined single limit of not less than $1,000,000.00 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

(c) Professional Liability Insurance. Errors and omissions liability insurance with a limit of not less than $1,000,000.00 Professional liability insurance shall only be required of design or engineering professionals.

(d) Workers' Compensation Insurance. Workers' compensation insurance with statutory limits and employers' liability insurance with limits of not less than $1,000,000.00 each accident.

20. Project Amendments. Changes to the characteristics of the Project, including the deadline for Project completion, and any responsibilities of the AGENCY or WRCOG may be requested in writing by the AGENCY and are subject to the approval of WRCOG's Representative, which approval will not be unreasonably withheld, provided that extensions of time for completion of the Project shall be approved in the sole discretion of WRCOG's Representative. Nothing in this Agreement shall be construed to require or allow completion of the Project without full compliance with the California Environmental Quality Act (Public Resources Code Section 21000 *et seq.;* "CEQA") and the National Environmental Policy Act of 1969 (42 USC 4231 *et seq.*), if applicable, but the necessity of compliance with CEQA and/or NEPA shall not justify, excuse, or permit a delay in completion of the Project.

21. Conflict of Interest. For the term of this Agreement, no member, officer or employee of the AGENCY or WRCOG, during the term of his or her service with the AGENCY or WRCOG, as the case may be, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

22. Limited Scope of Duties. WRCOG's and the AGENCY's duties and obligations under this Agreement are limited to those described herein. WRCOG has no obligation with respect to the safety of any Project performed at a job site. In addition, WRCOG shall not be liable for any action of AGENCY or its contractors relating to the condemnation of property undertaken by AGENCY or construction related to the Project.

23. Books and Records. Each party shall maintain complete, accurate, and clearly identifiable records with respect to costs incurred for the Project under this Agreement. They shall make available for examination by the other party, its authorized agents, officers or employees any and all ledgers and books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or related to the expenditures and disbursements charged to the other party pursuant to this Agreement. Further, each party shall furnish to the other party, its agents or employees such other evidence or information as they may require with respect to any such expense or disbursement charged by them. All such information shall be retained by the Parties for at least four (4) years following termination of this Agreement, and they shall have access to such information during the four-year period for the purposes of examination or audit.

24. Equal Opportunity Employment. The Parties represent that they are equal opportunity employers and they shall not discriminate against any employee or applicant of reemployment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

25. Governing Law. This Agreement shall be governed by and construed with the laws of the State of California. Venue shall be in Riverside County.

26. Attorneys' Fees. If either party commences an action against the other party 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 attorneys' fees and costs of suit.

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

28. Headings. Article and Section Headings, paragraph captions or marginal headings contained in this Agreement are for convenience only and shall have no effect in the construction or interpretation of any provision herein.

29. Public Acknowledgement. The AGENCY agrees that all public notices, news releases, information signs and other forms of communication shall indicate that the Project is being cooperatively funded by the AGENCY and WRCOG TUMF Program Funds.

30. No Joint Venture. This Agreement is for funding purposes only and nothing herein shall be construed to make WRCOG a party to the construction of the Project or to make it a partner or joint venture with the AGENCY for such purpose.

31. Compliance With the Law. The AGENCY shall comply with all applicable laws, rules and regulations governing the implementation of the Qualifying Project, including, where applicable, the rules and regulations pertaining to the participation of businesses owned or controlled by minorities and women promulgated by the Federal Highway Administration and the Federal Department of Transportation.

32. Notices. All notices hereunder and communications regarding interpretation of the terms of this Agreement or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

If to AGENCY: City of Moreno Valley
Capital Projects Division
P.O. Box 88005
Moreno Valley, CA 92552-0805
Telephone: (951) 413-3130
Facsimile: (951) 413-3170

If to WRCOG: Western Riverside Council of Governments
3390 University Avenue; Suite 200
Riverside, California 92501
Attention: Christopher Gray, Deputy Executive Director
Telephone: (951) 405-6710
Facsimile: (951) 223-9720

Any notice so given shall be considered served on the other party three (3) days after deposit in the U.S. mail, first class postage prepaid, return receipt requested, 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.

33. Integration; Amendment. This Agreement contains the entire agreement between the Parties. Any agreement or representation respecting matters addressed herein that are not expressly set forth in this Agreement is null and void. This Agreement may be amended only by mutual written agreement of the Parties.

34. Severability. If any term, provision, condition or covenant of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.

35. Conflicting Provisions. In the event that provisions of any attached appendices or exhibits conflict in any way with the provisions set forth in this Agreement, the language, terms and conditions contained in this Agreement shall control the actions and obligations of the Parties and the interpretation of the Parties' understanding concerning the Agreement.

36. Independent Contractors. Any person or entities retained by the AGENCY or any contractor shall be retained on an independent contractor basis and shall not be employees of WRCOG. Any personnel performing services on the Project shall at all times be under the exclusive direction and control of the AGENCY or contractor, whichever is applicable. The AGENCY or contractor shall pay all wages, salaries and other amounts due such personnel in connection with their performance of services on the Project and as required by law. The AGENCY or consultant shall be responsible for all reports and obligations respecting such personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance and workers' compensation insurance.

37. Effective Date. This Agreement shall not be effective until executed by both Parties. The failure of one party to execute this Agreement within forty-five (45) days of the other party executing this Agreement shall render any execution of this Agreement ineffective.

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

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives to be effective on the day and year first above-written.

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS

By:______________________ Date:________
Dr. Kurt Wilson
Executive Director

Approved to Form:

By:______________________ Date:________
Steven C. DeBaun
General Counsel

CITY OF MORENO VALLEY

By: ______________________ Date:________
Mike Lee
City Manager

Approved to Form:

By:______________________ Date:________
Steve Quintanilla
Interim City Attorney

EXHIBIT "A"

SCOPE OF WORK

SCOPE OF WORK:

The purpose of the project is to construct necessary improvements to the World Logistics Center Parkway (WLC) Overcrossing at SR-60 in the City of Moreno Valley to provide standard vertical clearance for the interchange, improve existing and future traffic congestion at the interchange ramps during peak periods, improve general traffic flow along the freeway and local streets, and enhance freeway access and regional goods movements.

The proposed improvements include: 1) reconfiguration of the interchange with roundabout and meter intersection control at the ramps, 2) modifications to the ramp widths to accommodate vehicle storage, ramp meter equipment, and California Highway Patrol enforcement areas, 3) widening of WLC and replacement of the overcrossing structure, 4) improvements to pedestrian and ADA access, 5) addition of auxiliary lane on SR-60 in each direction through the interchange, 6) related street, drainage, utility, landscape/hardscape and irrigation, and traffic improvements as required by the City and Caltrans.

The project scope of work is to complete the Project Approval and Final Environmental Document (PA&ED) Phase and complete up to 65% design of the Plans, Specifications and Estimate (PS&E) Phase.

EXHIBIT “A-1”

ESTIMATE OF COST

Phase	TUMF	LOCAL	TOTAL
PA&ED	$250,000		$250,000
PS&E (up to 65% design)	$3,250,000		$3,250,000
PS&E (65% to 100% design)	0		0
RIGHT OF WAY	0		0
CONSTRUCTION	0		0
TOTAL	$3,500,000		$3,500,000

EXHIBIT "A-2"

PROJECT SCHEDULE

TIMETABLE:

Phase	Estimated Completion Date	Estimated Cost	Comments
PA&ED	12/30/2023	$250,000	
PS&E (up to 65% design)	12/30/2024	$3,250,000	
PS&E (65% to 100% design)			N/A-Future Phase
RIGHT OF WAY			N/A-Future Phase
CONSTRUCTION			N/A-Future Phase
TOTAL		$3,500,000	

Elements of Compensation

EXHIBIT "B"

PROCEDURES FOR SUBMITTAL, CONSIDERATION AND PAYMENT OF INVOICES

1. For professional services, WRCOG recommends that the AGENCY incorporate this Exhibit "B-1" into its contracts with any subcontractors to establish a standard method for preparation of invoices by contractors to the AGENCY and ultimately to WRCOG for reimbursement of AGENCY contractor costs.

2. Each month the AGENCY shall submit an invoice for eligible Project costs incurred during the preceding month. The original invoice shall be submitted to WRCOG's Executive Director with a copy to WRCOG's Project Coordinator. Each invoice shall be accompanied by a cover letter in a format substantially similar to that of Exhibit "B-2".

3. Jurisdictions with large construction projects (with the total construction cost exceeding $10 million) under construction at the same time, may with the approval of WRCOG submit invoices to WRCOG for payment at the same time they are received by the jurisdiction. WRCOG must receive the invoice by the 5th day of the month in order to process the invoice within 30 days. WRCOG will retain 10% of the invoice until all costs have been verified as eligible and will release the balance at regular intervals not more than quarterly and not less than semi-annually. If there is a discrepancy or ineligible costs that exceed 10% of the previous invoice WRCOG will deduct that amount from the next payment.

4. Each invoice shall include documentation from each contractor used by the AGENCY for the Project, listing labor costs, subcontractor costs, and other expenses. Each invoice shall also include a monthly progress report and spreadsheets showing the hours or amounts expended by each contractor or subcontractor for the month and for the entire Project to date. Samples of acceptable task level documentation and progress reports are attached as Exhibits "B-4" and "B-5". All documentation from the Agency's contractors should be accompanied by a cover letter in a format substantially similar to that of Exhibit "B-3".

5. If the AGENCY is seeking reimbursement for direct expenses incurred by AGENCY staff for eligible Project costs, the AGENCY shall provide the same level of information for its labor and any expenses as required of its contractors pursuant to Exhibit "B" and its attachments.

6. Charges for each task and milestone listed in Exhibit "A" shall be listed separately in the invoice.

7. Each invoice shall include a certification signed by the AGENCY Representative or his or her designee which reads as follows:

"I hereby certify that the hours and salary rates submitted for reimbursement in this invoice are the actual hours and rates worked and paid to the contractors or subcontractors listed.

Signed ________________________________

Title __________________________________

Date __________________________________

Invoice No. ____________________________

8. WRCOG will pay the AGENCY within 30 days after receipt by WRCOG of an invoice. If WRCOG disputes any portion of an invoice, payment for that portion will be withheld, without interest, pending resolution of the dispute, but the uncontested balance will be paid.

9. The final payment under this Agreement will be made only after: (I) the AGENCY has obtained a Release and Certificate of Final Payment from each contractor or subcontractor used on the Project; (ii) the AGENCY has executed a Release and Certificate of Final Payment; and (iii) the AGENCY has provided copies of each such Release to WRCOG.

EXHIBIT "B-1"
[Sample for Professional Services]

For the satisfactory performance and completion of the Services under this Agreement, Agency will pay the Contractor compensation as set forth herein. The total compensation for this service shall not exceed (_____INSERT WRITTEN DOLLAR AMOUNT___) ($___INSERT NUMERICAL DOLLAR AMOUNT___) without written approval of Agency's City Manager [or applicable position] ("Total Compensation").

1. ELEMENTS OF COMPENSATION.

Compensation for the Services will be comprised of the following elements: 1.1 Direct Labor Costs; 1.2 Fixed Fee; and 1.3 Additional Direct Costs.

1.1 DIRECT LABOR COSTS.

Direct Labor costs shall be paid in an amount equal to the product of the Direct Salary Costs and the Multiplier which are defined as follows:

1.1.1 DIRECT SALARY COSTS

Direct Salary Costs are the base salaries and wages actually paid to the Contractor's personnel directly engaged in performance of the Services under the Agreement. (The range of hourly rates paid to the Contractor's personnel appears in Section 2 below.)

1.1.2 MULTIPLIER

The Multiplier to be applied to the Direct Salary Costs to determine the Direct Labor Costs is _________________, and is the sum of the following components:

1.1.2.1 Direct Salary Costs _____________________

1.1.2.2 Payroll Additives _____________________

The Decimal Ratio of Payroll Additives to Direct Salary Costs. Payroll Additives include all employee benefits, allowances for vacation, sick leave, and holidays, and company portion of employee insurance and social and retirement benefits, all federal and state payroll taxes, premiums for insurance which are measured by payroll costs, and other contributions and benefits imposed by applicable laws and regulations.

1.1.2.3 Overhead Costs _____________________

The Decimal Ratio of Allowable Overhead Costs to the Contractor Firm's Total Direct Salary Costs. Allowable Overhead Costs include general, administrative and overhead costs of maintaining and operating established offices, and consistent with established firm policies, and as defined in the Federal Acquisitions Regulations, Part 31.2.

Total Multiplier ____________________
(sum of 1.1.2.1, 1.1.2.2, and 1.1.2.3)

1.2 FIXED FEE.

1.2.1 The fixed fee is $______________________.

1.2.2 A pro-rata share of the Fixed Fee shall be applied to the total Direct Labor Costs expended for services each month, and shall be included on each monthly invoice.

1.3 ADDITIONAL DIRECT COSTS.

Additional Direct Costs directly identifiable to the performance of the services of this Agreement shall be reimbursed at the rates below, or at actual invoiced cost.

Rates for identified Additional Direct Costs are as follows:

ITEM	REIMBURSEMENT RATE
	[___insert charges___]
Per Diem	$ /day
Car mileage	$ /mile
Travel	$ /trip
Computer Charges	$ /hour
Photocopies	$ /copy
Blueline	$ /sheet
LD Telephone	$ /call
Fax	$ /sheet
Photographs	$ /sheet

Travel by air and travel in excess of 100 miles from the Contractor's office nearest to Agency's office must have Agency's prior written approval to be reimbursed under this Agreement.

2. DIRECT SALARY RATES

Direct Salary Rates, which are the range of hourly rates to be used in determining Direct Salary Costs in Section 1.1.1 above, are given below and are subject to the following:

2.1 Direct Salary Rates shall be applicable to both straight time and overtime work, unless payment of a premium for overtime work is required by law, regulation or craft agreement, or is otherwise specified in this Agreement. In such event, the premium portion of Direct Salary Costs will not be subject to the Multiplier defined in Paragraph 1.1.2 above.

2.2 Direct Salary Rates shown herein are in effect for one year following the effective date of the Agreement. Thereafter, they may be adjusted annually to reflect the Contractor's adjustments to individual compensation. The Contractor shall notify Agency in writing prior to a change in the range of rates included herein, and prior to each subsequent change.

POSITION OR CLASSIFICATION	RANGE OF HOURLY RATES
[___sample___]	
Principal	$ .00 - $ .00/hour
Project Manager	$ .00 - $ .00/hour
Sr. Engineer/Planner	$ .00 - $ .00/hour
Project Engineer/Planner	$ .00 - $ .00/hour
Assoc. Engineer/Planner	$ .00 - $ .00/hour
Technician	$ .00 - $ .00/hour
Drafter/CADD Operator	$ .00 - $ .00/hour
Word Processor	$ .00 - $ .00/hour

2.3 The above rates are for the Contractor only. All rates for subcontractors to the Contractor will be in accordance with the Contractor's cost proposal.

3. INVOICING.

3.1 Each month the Contractor shall submit an invoice for Services performed during the preceding month. The original invoice shall be submitted to Agency's Executive Director with two (2) copies to Agency's Project Coordinator.

3.2 Charges shall be billed in accordance with the terms and rates included herein, unless otherwise agreed in writing by Agency's Representative.

3.3 Base Work and Extra Work shall be charged separately, and the charges for each task and Milestone listed in the Scope of Services, shall be listed separately. The charges for each individual assigned by the Contractor under this Agreement shall be listed separately on an attachment to the invoice.

3.4 A charge of $500 or more for any one item of Additional Direct Costs shall be accompanied by substantiating documentation satisfactory to Agency such as invoices, telephone logs, etc.

3.5 Each copy of each invoice shall be accompanied by a Monthly Progress Report and spreadsheets showing hours expended by task for each month and total project to date.

3.6 If applicable, each invoice shall indicate payments to DBE subcontractors or supplies by dollar amount and as a percentage of the total invoice.

3.7 Each invoice shall include a certification signed by the Contractor's Representative or an officer of the firm which reads as follows:

I hereby certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed.
Signed ______________________________
Title ______________________________
Date ______________________________
Invoice No. ______________________________

4. PAYMENT

4.1 Agency shall pay the Contractor within four to six weeks after receipt by Agency of an original invoice. Should Agency contest any portion of an invoice, that portion shall be held for resolution, without interest, but the uncontested balance shall be paid.

4.2 The final payment for Services under this Agreement will be made only after the Contractor has executed a Release and Certificate of Final Payment.

EXHIBIT B-2
Sample Cover Letter to WRCOG

Date
Western Riverside Council of Governments
3390 University Avenue; Suite 450
Riverside, California 92501
Attention: Deputy Executive Director
ATTN: Accounts Payable

Re: Project Title - Invoice #__

Enclosed for your review and payment approval is the AGENCY's invoice for professional and technical services that was rendered by our contractors in connection with the 2002 Measure "A" Local Streets and Roads Funding per Agreement No. ________ effective __(Month/Day/Year)__. The required support documentation received from each contractor is included as backup to the invoice.

Invoice period covered is from __Month/Date/Year__ to __Month/Date/Year__.

Total Authorized Agreement Amount:	$0,000,000.00
Total Invoiced to Date:	$0,000,000.00
Total Previously Invoiced:	$0,000,000.00
Balance Remaining:	$0,000,000.00
Amount due this Invoice:	**$0,000,000.00**
	===========

I certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the contractors listed.

By: ______________________________
Name
Title

cc:

EXHIBIT B-3
Sample Letter from Contractor to AGENCY

Month/Date/Year

Western Riverside Council of Governments
3390 University Avenue; Suite 200
Riverside, California 92501
Attention: Deputy Executive Director
Attn: Accounts Payable Invoice #____________

For **[type of services]** rendered by **[contractor name]** in connection with **[name of project]**
This is per agreement No. XX-XX-XXX effective __Month/Date/Year__.

Invoice period covered is from __Month/Date/Year__ to __Month/Date/Year__.

Total Base Contract Amount:	$000,000.00
Authorized Extra Work (if Applicable)	$000,000.00

TOTAL AUTHORIZED CONTRACT AMOUNT:	$000,000.00
Total Invoice to Date:	$000,000.00
Total Previously Billed:	$000,000.00
Balance Remaining:	$000,000.00
Amount Due this Invoice:	$000,000.00
	==========

I certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed,

By: ____________________
Name
Title

EXHIBIT B-4
SAMPLE TASK SUMMARY SCHEDULE
(OPTIONAL)

EXHIBIT B-5
Sample Progress Report

REPORTING PERIOD: Month/Date/Year to Month/Date/Year
PROGRESS REPORT: #1

A. Activities and Work Completed during Current Work Periods

TASK 01 – 100% PS&E SUBMITTAL

1. Responded to Segment 1 comments from Department of Transportation
2. Completed and submitted Segment 1 final PS&E

B. Current/Potential Problems Encountered & Corrective Action

Problems	Corrective Action
None	None

C. Work Planned Next Period

TASK 01 – 100% PS&E SUBMITTAL

1. Completing and to submit Traffic Signal and Electrical Design plans
2. Responding to review comments

Attachment 2

Cal Hearthstone/County of Riverside Credit Agreement

IMPROVEMENT AND CREDIT / REIMBURSEMENT AGREEMENT
TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM

This **IMPROVEMENT AND CREDIT AGREEMENT** ("Agreement") is entered into this 13 day of December, 2022 (the "Effective Date") by and between the County of Riverside, a political subdivision of the State of California ("AGENCY"), the Western Riverside Council of Governments, a joint powers Agency, ("WRCOG") and Cal Hearthstone Lot Option Pool 03, L.P., a Delaware limited partnership, with its principal place of business at 23975 Park Sorrento, Suite 220, Calabasas CA 91302 ("Developer"). AGENCY and Developer are sometimes hereinafter referred to individually as "Party" and collectively as "Parties".

RECITALS

WHEREAS, Developer owns approximately 143 acres of real property located within the AGENCY of Menifee, California, which is more specifically described in the legal description set forth in Exhibit "A", attached hereto and incorporated herein by this reference ("Property");

WHEREAS, Developer has requested from AGENCY certain entitlements and/or permits for the construction of improvements on the Property, which are more particularly described as a total of 190 single-family residential units in Tract Nos. 36430-2 (63 units), 36430-3 (69 units) and 36430-4 (58 units) ("Project");

WHEREAS, the AGENCY is a member agency of the WRCOG, a joint powers agency comprised of the County of Riverside and 18 cities located in Western Riverside County. WRCOG is the administrator for the Transportation Uniform Mitigation Fee ("TUMF") Program;

WHEREAS, as part of the TUMF Program, the AGENCY has adopted "Transportation Uniform Mitigation Fee Nexus Study: 2016 Update" ("2016 Nexus Study")

WHEREAS, as a condition to AGENCY's approval of the Project, AGENCY has required Developer to construct certain street and transportation system improvement(s) of regional importance ("TUMF Improvements");

WHEREAS, pursuant to the TUMF Program, the AGENCY requires Developer to pay the TUMF which covers the Developer's fair share of the costs to deliver those TUMF Improvements that help mitigate the Project's traffic impacts and burdens on the Regional System of Highways and Arterials (also known as the "TUMF Network"), generated by the Project and that are necessary to protect the safety, health and welfare of persons that travel to and from the Project using the TUMF Network;

WHEREAS, the TUMF Improvements have been designated as having Regional or Zonal Significance as further described in the 2016 Nexus Study and the 5 year Transportation Improvement Program as may be amended;

WHEREAS, AGENCY, WRCOG and Developer now desire to enter into this Agreement for the following purposes: (1) to provide for the timely delivery of the TUMF Improvements, (2)

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to ensure that delivery of the TUMF Improvements is undertaken as if the TUMF Improvements were constructed under the direction and authority of the AGENCY, (3) to provide a means by which the Developer's costs for project delivery of the TUMF Improvements and related right-of-way is offset against Developer's obligation to pay the applicable TUMF for the Project in accordance with the TUMF Administrative Plan adopted by WRCOG, and (4) to provide a means, subject to the separate approval of WRCOG, for Developer to be reimbursed to the extent the actual and authorized costs for the delivery of the TUMF Improvements exceeds Developer's TUMF obligation.

NOW, THEREFORE, for the purposes set forth herein, and for good and valuable consideration, the adequacy of which is hereby acknowledged, Developer and AGENCY hereby agree as follows:

TERMS

1.0 Incorporation of Recitals. The Parties hereby affirm the facts set forth in the Recitals above and agree to the incorporation of the Recitals as though fully set forth herein.

2.0 Construction of TUMF Improvements. Developer shall construct or have constructed at its own cost, expense, and liability certain street and transportation system improvements generally described as realignment of Briggs Road from Matthews Road one (1) northbound lane of approximately 1,090 linear feet and one (1) southbound lane of approximately 1,040 linear feet including curb and gutter, and sidewalk on the east side of the realigned Briggs Road, as shown more specifically on the plans, profiles, and specifications which have been prepared by or on behalf of Developer and approved by AGENCY, and which are incorporated herein by this reference ("TUMF Improvements"). Construction of the TUMF Improvements shall include any transitions and/or other incidental work deemed necessary for drainage or public safety. Developer shall be responsible for the replacement, relocation, or removal of any component of any existing public or private improvement in conflict with the construction or installation of the TUMF Improvements. Such replacement, relocation, or removal shall be performed to the complete satisfaction of AGENCY and the owner of such improvement. Developer further promises and agrees to provide all equipment, tools, materials, labor, tests, design work, and engineering services necessary to fully and adequately complete the TUMF Improvements.

2.1 Pre-approval of Plans and Specifications. Developer is prohibited from commencing work on any portion of the TUMF Improvements until all plans and specifications for the TUMF Improvements have been submitted to and approved by AGENCY. Approval by AGENCY shall not relieve Developer from ensuring that all TUMF Improvements conform with all other requirements and standards set forth in this Agreement.

2.2 Permits and Notices. Prior to commencing any work, Developer shall, at its sole cost, expense, and liability, obtain all necessary permits and licenses and give all necessary and incidental notices required for the lawful construction of the TUMF Improvements and performance of Developer's obligations under this Agreement. Developer shall conduct the work in full compliance with the regulations, rules, and other requirements contained in any permit or license issued to Developer.

2.3 Public Works Requirements. In order to insure that the TUMF Improvements will be constructed as if they had been constructed under the direction and supervision, or under the authority of, AGENCY, Developer shall comply with all of the following requirements with respect to the construction of the TUMF Improvements:

(a) Developer shall obtain bids for the construction of the TUMF Improvements, in conformance with the standard procedures and requirements of AGENCY with respect to its public works projects, or in a manner which is approved by the Public Works Department.

(b) The contract or contracts for the construction of the TUMF Improvements shall be awarded to the responsible bidder(s) submitting the lowest responsive bid(s) for the construction of the TUMF Improvements.

(c) Developer shall require, and the specifications and bid and contract documents shall require, all such contractors to pay prevailing wages (in accordance with Articles 1 and 2 of Chapter 1, Part 7, Division 2 of the Labor Code) and to otherwise comply with applicable provisions of the Labor Code, the Government Code and the Public Contract Code relating to public works projects of cities/counties and as required by the procedures and standards of AGENCY with respect to the construction of its public works projects or as otherwise directed by the Public Works Department.

(d) All such contractors shall be required to provide proof of insurance coverage throughout the term of the construction of the TUMF Improvements which they will construct in conformance with AGENCY's standard procedures and requirements.

(e) Developer and all such contractors shall comply with such other requirements relating to the construction of the TUMF Improvements which AGENCY may impose by written notification delivered to Developer and each such contractor at any time, either prior to the receipt of bids by Developer for the construction of the TUMF Improvements, or, to the extent required as a result of changes in applicable laws, during the progress of construction thereof.

Developer shall provide proof to AGENCY, at such intervals and in such form as AGENCY may require that the foregoing requirements have been satisfied as to the TUMF Improvements.

2.4 Quality of Work; Compliance With Laws and Codes. The construction plans and specifications for the TUMF Improvements shall be prepared in accordance with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements. The TUMF Improvements shall be completed in accordance with all approved maps, plans, specifications, standard drawings, and special amendments thereto on file with AGENCY, as well as all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements applicable at the time work is actually commenced.

2.5 Standard of Performance. Developer and its contractors, if any, shall perform all work required, constructing the TUMF Improvements in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Developer represents and maintains that it or its contractors shall be skilled in the professional calling necessary to perform the work. Developer warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the work, and that such licenses, permits, qualifications and approvals shall be maintained throughout the term of this Agreement.

2.6 Alterations to TUMF Improvements. All work shall be done and the TUMF Improvements completed as shown on approved plans and specifications, and any subsequent alterations thereto. If during the course of construction and installation it is determined that the public interest requires alterations in the TUMF Improvements, Developer shall undertake such design and construction changes as may be reasonably required by AGENCY. Any and all alterations in the plans and specifications and the TUMF Improvements to be completed may be accomplished without first giving prior notice thereof to Developer's surety for this Agreement.

3.0 Maintenance of TUMF Improvements. AGENCY shall not be responsible or liable for the maintenance or care of the TUMF Improvements until AGENCY approves and accepts them. AGENCY shall exercise no control over the TUMF Improvements until accepted. Any use by any person of the TUMF Improvements, or any portion thereof, shall be at the sole and exclusive risk of Developer at all times prior to AGENCY's acceptance of the TUMF Improvements. Developer shall maintain all of the TUMF Improvements in a state of good repair until they are completed by Developer and approved and accepted by AGENCY, and until the security for the performance of this Agreement is released. It shall be Developer's responsibility to initiate all maintenance work, but if it shall fail to do so, it shall promptly perform such maintenance work when notified to do so by AGENCY. If Developer fails to properly prosecute its maintenance obligation under this section, AGENCY may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Developer and its surety under this Agreement. AGENCY shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the TUMF Improvements or their condition prior to acceptance. In no event shall WRCOG be responsible for maintenance, operation or care of the TUMF Improvements.

4.0 Fees and Charges. Developer shall, at its sole cost, expense, and liability, pay all fees, charges, and taxes arising out of the construction of the TUMF Improvements, including, but not limited to, all plan check, design review, engineering, inspection, sewer treatment connection fees, and other service or impact fees established by AGENCY.

5.0 AGENCY Inspection of TUMF Improvements. Developer shall, at its sole cost, expense, and liability, and at all times during construction of the TUMF Improvements, maintain reasonable and safe facilities and provide safe access for inspection by AGENCY of the TUMF Improvements and areas where construction of the TUMF Improvements is occurring or will occur.

6.0 Liens. Upon the expiration of the time for the recording of claims of liens as prescribed by Sections 8412 and 8414 of the Civil Code with respect to the TUMF Improvements, Developer shall provide to AGENCY such evidence or proof as AGENCY shall require that all persons, firms and corporations supplying work, labor, materials, supplies and equipment to the construction of the TUMF Improvements, have been paid, and that no claims of liens have been recorded by or on behalf of any such person, firm or corporation. Rather than await the expiration of the said time for the recording of claims of liens, Developer may elect to provide to AGENCY a title insurance policy or other security acceptable to AGENCY guaranteeing that no such claims of liens will be recorded or become a lien upon any of the Property.

7.0 Acceptance of TUMF Improvements; As-Built or Record Drawings. If the TUMF Improvements are properly completed by Developer and approved by AGENCY, and if they comply with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements, AGENCY shall be authorized to accept the TUMF Improvements. AGENCY may, in its sole and absolute discretion, accept fully completed portions of the TUMF Improvements prior to such time as all of the TUMF Improvements are complete, which shall not release or modify Developer's obligation to complete the remainder of the TUMF Improvements. Upon the total or partial acceptance of the TUMF Improvements by AGENCY, Developer shall file with the Recorder's Office of the County of Riverside a notice of completion for the accepted TUMF Improvements in accordance with California Civil Code sections 8182, 8184, 9204, and 9208 ("Notice of Completion"), at which time the accepted TUMF Improvements shall become the sole and exclusive property of AGENCY without any payment therefore. Notwithstanding the foregoing, AGENCY may not accept any TUMF Improvements unless and until Developer provides one (1) set of "as-built" or record drawings or plans to the AGENCY for all such TUMF Improvements. The drawings shall be certified and shall reflect the condition of the TUMF Improvements as constructed, with all changes incorporated therein.

8.0 Warranty and Guarantee. Developer hereby warrants and guarantees all the TUMF Improvements against any defective work or labor done, or defective materials furnished in the performance of this Agreement, including the maintenance of the TUMF Improvements, for a period of one (1) year following completion of the work and acceptance by AGENCY ("Warranty"). During the Warranty, Developer shall repair, replace, or reconstruct any defective or otherwise unsatisfactory portion of the TUMF Improvements, in accordance with the current ordinances, resolutions, regulations, codes, standards, or other requirements of AGENCY, and to the approval of AGENCY. All repairs, replacements, or reconstruction during the Warranty shall be at the sole cost, expense, and liability of Developer and its surety. As to any TUMF Improvements which have been repaired, replaced, or reconstructed during the Warranty, Developer and its surety hereby agree to extend the Warranty for an additional one (1) year period following AGENCY's acceptance of the repaired, replaced, or reconstructed TUMF Improvements. Nothing herein shall relieve Developer from any other liability it may have under federal, state, or local law to repair, replace, or reconstruct any TUMF Improvement following expiration of the Warranty or any extension thereof. Developer's warranty obligation under this section shall survive the expiration or termination of this Agreement.

9.0 Administrative Costs. If Developer fails to construct and install all or any part of the TUMF Improvements, or if Developer fails to comply with any other obligation contained herein, Developer and its surety shall be jointly and severally liable to AGENCY for all administrative expenses, fees, and costs, including reasonable attorney's fees and costs, incurred in obtaining compliance with this Agreement or in processing any legal action or for any other remedies permitted by law.

10.0 Default; Notice; Remedies.

10.1 Notice. If Developer neglects, refuses, or fails to fulfill or timely complete any obligation, term, or condition of this Agreement, or if AGENCY determines there is a violation of any federal, state, or local law, ordinance, regulation, code, standard, or other requirement, AGENCY may at any time thereafter declare Developer to be in default or violation of this Agreement and make written demand upon Developer or its surety, or both, to immediately remedy the default or violation ("Notice"). Developer shall substantially commence the work required to remedy the default or violation within five (5) days of the Notice. If the default or violation constitutes an immediate threat to the public health, safety, or welfare, AGENCY may provide the Notice verbally, and Developer shall substantially commence the required work within twenty-four (24) hours thereof. Immediately upon AGENCY's issuance of the Notice, Developer and its surety shall be liable to AGENCY for all costs of construction and installation of the TUMF Improvements and all other administrative costs or expenses as provided for in this Section 10.0 of this Agreement.

10.2 Failure to Remedy; AGENCY Action. If the work required to remedy the noticed default or violation is not diligently prosecuted to a completion acceptable to AGENCY within the time frame contained in the Notice, AGENCY may complete all remaining work, arrange for the completion of all remaining work, and/or conduct such remedial activity as in its sole and absolute discretion it believes is required to remedy the default or violation. All such work or remedial activity shall be at the sole and absolute cost, expense, and liability of Developer and its surety, without the necessity of giving any further notice to Developer or surety. AGENCY's right to take such actions shall in no way be limited by the fact that Developer or its surety may have constructed any of the TUMF Improvements at the time of AGENCY's demand for performance. In the event AGENCY elects to complete or arrange for completion of the remaining work and the TUMF Improvements, AGENCY may require all work by Developer or its surety to cease in order to allow adequate coordination by AGENCY.

10.3 Other Remedies. No action by AGENCY pursuant to this Section 10.0 et seq. of this Agreement shall prohibit AGENCY from exercising any other right or pursuing any other legal or equitable remedy available under this Agreement or any federal, state, or local law. AGENCY may exercise its rights and remedies independently or cumulatively, and AGENCY may pursue inconsistent remedies. AGENCY may institute an action for damages, injunctive relief, or specific performance.

11.0 Security; Surety Bonds. Prior to the commencement of any work on the TUMF Improvements, Developer or its contractor shall provide AGENCY with surety bonds in the amounts and under the terms set forth below ("Security"). The amount of the Security shall be based on the estimated actual costs to construct the TUMF Improvements, as determined by AGENCY after Developer has awarded a contract for construction of the TUMF Improvements to the lowest responsive and responsible bidder in accordance with this Agreement ("Estimated Costs"). If AGENCY determines, in its sole and absolute discretion, that the Estimated Costs have changed, Developer or its contractor shall adjust the Security in the amount requested by AGENCY. Developer's compliance with this Section 11.0 et seq. of this Agreement shall in no way limit or modify Developer's indemnification obligation provided in Section 12.0 of this Agreement.

11.1 Performance Bond. To guarantee the faithful performance of the TUMF Improvements and all the provisions of this Agreement, to protect AGENCY if Developer is in default as set forth in Section 10.0 et seq. of this Agreement, and to secure the one-year guarantee and warranty of the TUMF Improvements, Developer or its contractor shall provide AGENCY a faithful performance bond in an amount which sum shall be not less than one hundred percent (100%) of the Estimated Costs. The AGENCY may, in its sole and absolute discretion, partially release a portion or portions of the security provided under this section as the TUMF Improvements are accepted by AGENCY, provided that Developer is not in default on any provision of this Agreement and the total remaining security is not less than one hundred percent (100%) of the Estimated Costs. All security provided under this section shall be released at the end of the Warranty period, or any extension thereof as provided in Section 11.0 of this Agreement, provided that Developer is not in default on any provision of this Agreement.

11.2 Labor & Material Bond. To secure payment to the contractors, subcontractors, laborers, materialmen, and other persons furnishing labor, materials, or equipment for performance of the TUMF Improvements and this Agreement, Developer or its contractor shall provide AGENCY a labor and materials bond in an amount which sum shall not be less than one hundred percent (100%) of the Estimated Costs. The security provided under this section may be released by written authorization of AGENCY after six (6) months from the date AGENCY accepts the TUMF Improvements. The amount of such security shall be reduced by the total of all stop notice or mechanic's lien claims of which AGENCY is aware, plus an amount equal to twenty percent (20%) of such claims for reimbursement of AGENCY's anticipated administrative and legal expenses arising out of such claims.

11.3 Additional Requirements. The surety for any surety bonds provided as Security shall have a current A.M. Best rating of at least "A" and FSC-VIII, shall be licensed to do business in California, and shall be satisfactory to AGENCY. As part of the obligation secured by the Security and in addition to the face amount of the Security, Developer, its contractor or the surety shall secure the costs and reasonable expenses and fees, including reasonable attorney's fees and costs, incurred by AGENCY in enforcing the obligations of this Agreement. Developer, its contractor and the surety shall stipulate and agree that no change, extension of time, alteration, or addition to the terms of this Agreement, the TUMF Improvements, or the plans and specifications for the TUMF Improvements shall in any way affect its obligation on the Security.

11.4 Evidence and Incorporation of Security. Evidence of the Security shall be provided on the forms set forth in Exhibit "B", unless other forms are deemed acceptable by the AGENCY, and when such forms are completed to the satisfaction of AGENCY, the forms and evidence of the Security shall be attached hereto as Exhibit "B" and incorporated herein by this reference.

12.0 Indemnification. Developer shall defend, indemnify, and hold harmless AGENCY, the Western Riverside Council of Governments (WRCOG), their elected officials, board members, employees, and agents (collectively, "Indemnities") from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Developer, its employees, contractors, or agents in connection with the performance of this Agreement, or arising out of or in any way related to or caused by the TUMF Improvements or their construction, maintenance or condition prior to AGENCY's approval and acceptance of the TUMF Improvements ("Claims"). This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorney's fees, and related costs or expenses, and the reimbursement of AGENCY, WRCOG, their elected officials, board members, employees, and/or agents for all legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any Claim which is caused solely and exclusively by the negligence or willful misconduct of AGENCY as determined by a court or administrative body of competent jurisdiction.

Developer may adjust, settle, or compromise any such Claim only with prior consent of AGENCY. Any adjustment, settlement, or compromise shall not in any manner whatsoever limit or circumscribe Developer's indemnification obligations as set forth herein. No settlement on behalf of AGENCY shall be effective unless and until the settlement agreement is agreed to in writing by the Board of Supervisors on behalf of AGENCY.

Developer's indemnification obligations hereunder shall be satisfied when Developer has provided to AGENCY and WRCOG the appropriate form of dismissal (or similar document) relieving AGENCY or WRCOG from any liability for the claim, proceeding or action involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe Developer's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

In the event there is conflict between this section and California Civil Code Section 2782, this section shall be interpreted to comply with California Civil Code Section 2782. Such interpretation shall not relieve Developer from indemnifying Indemnitees to the fullest extent allowed by law.

Developer's obligation to indemnify shall survive the expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by AGENCY, WRCOG, their elected officials, board members, employees, or agents.

13.0 Insurance.

13.1 Types; Amounts. Developer shall procure and maintain, and shall require its contractors to procure and maintain, during performance of this Agreement, insurance of the types and in the amounts described below ("Required Insurance"). If any of the Required Insurance contains a general aggregate limit, such insurance shall apply separately to this Agreement or be no less than two times the specified occurrence limit.

13.1.1 General Liability. Occurrence form general liability insurance at least as broad as Insurance Services Office Form CG 00 01, or equivalent form, with an occurence limit of Two Million Dollars ($2,000,000) and aggregate limit of Four Million Dollars ($4,000,000) for bodily injury, personal injury, and property damage.

13.1.2 Business Automobile Liability. Business automobile liability insurance at least as broad as Insurance Services Office Form CA 00 01 (coverage symbol 1 – any auto), or equivalent form, with a combined single limit of not less than Two Million Dollars ($2,000,000) per occurrence and aggregate limit of Four Million Dollars ($4,000,000). Such insurance shall include coverage for the ownership, operation, maintenance, use, loading, or unloading of any auto owned, leased, hired, or borrowed by the insured or for which the insured is responsible.

13.1.3 Workers' Compensation. Workers' compensation insurance with limits as required by the Labor Code of the State of California and employers' liability insurance with limits of not less than Two Million Dollars ($2,000,000) per occurrence, and aggregate limit of Four Million Dollars ($4,000,000) at all times during which insured retains employees.

13.1.4 Professional Liability. For any consultant or other professional who will engineer or design the TUMF Improvements, liability insurance for errors and omissions with limits not less than Two Million Dollars ($2,000,000) per occurrence and aggregate limit of Four Million Dollars ($4,000,000), shall be procured and maintained for a period of five (5) years following completion of the TUMF Improvements. Such insurance shall be endorsed to include contractual liability.

13.2 Deductibles. Any deductibles or self-insured retentions must be declared to and approved by AGENCY. At the option of AGENCY, either: (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects AGENCY, its elected officials, officers, employees, agents, and volunteers; or (b) Developer and its contractors shall provide a financial guarantee satisfactory to AGENCY guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

13.3 Additional Insured; Separation of Insureds. The Required Insurance, except for the professional liability and workers' compensation insurance, shall name AGENCY, WRCOG, their elected officials, board members, officers, employees, and agents as additional insureds with respect to work performed by or on behalf of Developer or its contractors, including any materials, parts, or equipment furnished in connection therewith. For Required Insurance provided by Developer's contractors, WRCOG shall be added as an additional insured using ISO CG 2038 or an exact equivalent. The Required Insurance shall contain standard separation of insureds provisions, and shall contain no special limitations on the scope of its protection to AGENCY, WRCOG, their elected officials, board members, officers, employees, or agents.

13.4 Primary Insurance; Waiver of Subrogation. The Required Insurance, except for the professional liability and workers' compensation insurance shall be primary with respect to any insurance or self-insurance programs covering AGENCY, WRCOG, their elected officials, board members, officers, employees, or agents. The Required Insurance, except for the professional liability insurance, shall provide that the insurance company waives all right of recovery by way of subrogation against AGENCY and WRCOG in connection with any damage or harm covered by such policy.

13.5 Certificates; Verification. Developer and its contractors shall furnish AGENCY with original certificates of insurance and endorsements effecting coverage for the Required Insurance. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by AGENCY before work pursuant to this Agreement can begin. AGENCY reserves the right to require complete, certified copies of all required insurance policies, at any time.

13.6 Term; Cancellation Notice. Developer and its contractors shall maintain the Required Insurance for the term of this Agreement and shall replace any certificate, policy, or endorsement which will expire prior to that date. All policies shall be endorsed to provide that the Required Insurance shall not be suspended, voided, reduced, canceled, or allowed to expire except on thirty (30) days' prior written notice to AGENCY. If such notice of cancellation endorsements are unavailable, Developer shall provide such thirty (30) days' written notice of cancellation.

13.7 Insurer Rating. Unless approved in writing by AGENCY, all Required Insurance shall be placed with insurers licensed to do business in the State of California and with a current A.M. Best rating of at least "A" and FSC-VIII.

14.0 TUMF Credit.

14.1 Developer's TUMF Obligation. Developer hereby agrees and accepts that as of the date of this Agreement, the amount Developer is obligated to pay to County of Riverside pursuant to County Ordinance No. 824 as part of the TUMF Program is **ONE MILLION NINE HUNDRED NINETEEN THOUSAND SEVEN HUNDRED SIXTY DOLLARS ($1,919,760)** ("TUMF Obligation"). This TUMF Obligation shall be initially determined under the TUMF fee schedule in effect for the AGENCY at the time the Developer submits a building permit application for the TUMF Improvement. Notwithstanding, this TUMF Obligation does not have to be paid until the Certificate of Occupancy is obtained.

14.2 Fee Adjustments. Notwithstanding the foregoing, Developer agrees that this Agreement shall not estop AGENCY from adjusting the TUMF in accordance with the provisions of County Ordinance No. 824.

14.3 Credit Offset Against TUMF Obligation. Pursuant to County Ordinance No. 824 and in consideration for Developer's obligation under this Agreement for the delivery of TUMF Improvements, credit shall be applied by AGENCY to offset the TUMF Obligation ("Credit") subject to adjustment and reconciliation under Section 14.5 of this agreement. Developer hereby agrees that the amount of the Credit shall be applied after Developer has initiated the process of project delivery of TUMF Improvements to the lowest responsible bidder in accordance with this Agreement. Developer further agrees that the dollar amount of the Credit shall be equal to the lesser of: (A) the bid amount set forth in the contract awarded to the lowest responsible bidder, or (B) the unit cost assumptions for the TUMF Improvement in effect at the time of the contract award, as such assumptions are identified and determined in the most recent TUMF Nexus Study and the TUMF Administrative Plan adopted by WRCOG ("Unit Cost Assumptions").

The bid amount and the Unit Cost Assumptions shall hereafter be collectively referred to as "Estimated Credit" and is estimated in the attached Exhibit "G". At no time will the Credit exceed the Developer's TUMF Obligation. If the dollar amount of the Estimated Credit exceeds the dollar amount of the TUMF Obligation, Developer will be deemed to have completely satisfied its TUMF Obligation for the Project and may apply for a reimbursement agreement, to the extent applicable, as provided in Section 14.6 of this Agreement. If the dollar amount of the Estimated Credit is less than the dollar amount of the TUMF Obligation, the Developer agrees the Credit shall be applied to offset the TUMF Obligation as follows:

(i) For residential units in the Project, the Credit shall be applied to all residential units to offset and/or satisfy the TUMF Obligation. The residential units for which the TUMF Obligation has been offset and/or satisfied by use of the Credit, and the amount of offset applicable to each unit, shall be identified in the notice provided to the Developer by AGENCY pursuant to this section.

(ii) For commercial and industrial structures in the Project, the Credit shall be applied to all commercial and industrial development to offset and/or satisfy the TUMF Obligation. The commercial or industrial structure(s) for which the TUMF Obligation has been offset and/or satisfied by use of the Credit, and the amount of offset applicable to such structure(s), shall be identified in the notice provided to the Developer by AGENCY pursuant to this section.

AGENCY shall provide Developer written notice of the determinations that AGENCY makes pursuant to this section, including how the Credit is applied to offset the TUMF Obligation as described above.

14.4 Verified Cost of the TUMF Improvements. Upon recordation of the Notice of Completion for the TUMF Improvements and acceptance of the TUMF Improvements by AGENCY, Developer shall submit to the AGENCY Public Works Director the information set forth in the attached Exhibit "C". The AGENCY Public Works Director, or his or her designee, shall use the information provided by Developer to calculate the total actual costs incurred by Developer in delivering the TUMF Improvements covered under this Agreement ("Verified Costs"). The AGENCY Public Works Director will use his or her best efforts to determine the amount of the Verified Costs and provide Developer written notice thereof within thirty (30) calendar days of receipt of all the required information from Developer. The AGENCY may request that WRCOG calculate the amount of the Verified Cost. In this case, the AGENCY shall provide WRCOG written notice and all necessary documentation and allow WRCOG fifteen (15) days to determine costs. AGENCY will notify the Developer within the previous thirty (30) day deadline.

14.5 Reconciliation; Final Credit Offset Against TUMF Obligation. The Developer is aware of and accepts the fact that Credits are speculative and conceptual in nature. The actual amount of Credit that shall be applied by AGENCY to offset the TUMF Obligation shall be equal to the lesser of: (A) the Verified Costs or (B) Unit Cost Assumptions for the TUMF Improvements as determined in accordance with Section 14.3 of this Agreement ("Actual Credit"). No Actual Credit will be awarded until the Verified Costs are determined through the reconciliation process. Please be advised that while a Developer may use an engineer's estimates in order to estimate Credits for project planning purposes, the Actual Credit awarded will only be determined by the reconciliation process.

(a) TUMF Balance. If the dollar amount of the Actual Credit is less than the dollar amount of the TUMF Obligation, the AGENCY Public Works Director shall provide written notice to Developer of the amount of the difference owed ("TUMF Balance") and Developer shall pay the TUMF Balance in accordance with County Ordinance No. 824 to fully satisfy the TUMF Obligation (see Exhibit "F" - Example "A").

(b) TUMF Reimbursement. If the dollar amount of the Actual Credit exceeds the TUMF Obligation, Developer will be deemed to have fully satisfied the TUMF Obligation for the Project and may apply for a reimbursement agreement, to the extent applicable, as provided in Section 14.6 of this Agreement. AGENCY shall provide Developer written notice of the determinations that AGENCY makes pursuant to this section (see Exhibit "F" - Example "B").

(c) TUMF Overpayment. If the dollar amount of the Actual Credit exceeds the Estimated Credit, but is less than the TUMF Obligation, but the Actual Credit plus additional monies collected by AGENCY from Developer for the TUMF Obligation exceed the TUMF Obligation ("TUMF Overpayment"), Developer will be deemed to have fully satisfied the TUMF Obligation for the Project and may be entitled to a refund. The AGENCY's Public Works Director shall provide written notice to WRCOG and the Developer of the amount of the TUMF Overpayment and AGENCY shall direct WRCOG to refund the Developer in accordance with County Ordinance No. 824 (see Exhibit "F" - Example C).

14.6 Reimbursement Agreement. If authorized under either Section 14.3 or Section 14.5 Developer may apply to AGENCY and WRCOG for a reimbursement agreement for the amount by which the Actual Credit exceeds the TUMF Obligation, as determined pursuant to Section 14.3 of this Agreement, County Ordinance No. 824, and the TUMF Administrative Plan adopted by WRCOG ("Reimbursement Agreement"). If AGENCY and WRCOG agree to a Reimbursement Agreement with Developer, the Reimbursement Agreement shall be executed on the form set forth in Exhibit "D," and shall contain the terms and conditions set forth therein. The Parties agree that the Reimbursement Agreement shall be subject to all terms and conditions of this Agreement, and that upon execution, an executed copy of the Reimbursement Agreement shall be attached hereto and shall be incorporated herein as a material part of this Agreement as though fully set forth herein.

15.0 Miscellaneous.

15.1 Assignment. Developer may, as set forth herein, assign all or a portion of its rights pursuant to this Agreement to a purchaser of a portion or portions of the Property ("Assignment"). Developer and such purchaser and assignee ("Assignee") shall provide to AGENCY such reasonable proof as it may require that Assignee is the purchaser of such portions of the Property. Any assignment pursuant to this Section shall not be effective unless and until Developer and Assignee have executed an assignment agreement with AGENCY in a form reasonably acceptable to AGENCY, whereby Developer and Assignee agree, except as may be otherwise specifically provided therein, to the following: (1) that Assignee shall receive all or a portion of Developer's rights pursuant to this Agreement, including such credit as is determined to be applicable to the portion of the Property purchased by Assignee pursuant to Section 14.0 et seq. of this Agreement, and (2) that Assignee shall be bound by all applicable provisions of this Agreement.

15.2 Relationship Between the Parties. The Parties hereby mutually agree that this Agreement shall not operate to create the relationship of partnership, joint venture, or agency between or among AGENCY. WRCOG and Developer. Developer's contractors are exclusively and solely under the control and dominion of Developer. Nothing herein shall be deemed to make Developer or its contractors an agent or contractor of AGENCY. This Agreement shall be interpreted and administered in a manner consistent with the TUMF Administrative Plan in effect at the time this Agreement is executed.

15.3 Warranty as to Property Ownership; Authority to Enter Agreement. Developer hereby warrants that it owns fee title to the Property and that it has the legal capacity to enter into this Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority make this Agreement and bind each respective Party.

15.4 Prohibited Interests. Developer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Developer, to solicit or secure this Agreement. Developer also warrants that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Developer, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon the making of this Agreement. For breach of this warranty, AGENCY shall have the right to rescind this Agreement without liability.

15.5 Notices. All notices, demands, invoices, and written communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

To AGENCY: Riverside County Transportation Department
Alvin Medina, Administrative Services Officer
4080 Lemon Street, 8th Floor
Riverside, CA 92501-3314
Phone. (951) 955-1667
Fax No. (951) 955-3198

To WRCOG: Western Riverside Council of Government
3390 University Avenue, Suite 200
Riverside, CA 92501
Attention: Executive Director
Phone No. (951) 405-6700
Fax No. (951) 223-9720

To Developer: Cal Hearthstone Lot Option Pool 03, L.P.
Attn: Steven C. Porath
23975 Park Sorrento, Suite 220
Calabasas, CA 91302
Phone No. (818) 385-3543
Fax No. (818) 826-5944

Depending upon the method of transmittal, notice shall be deemed received as follows: by facsimile, as of the date and time sent; by messenger, as of the date delivered; and by U.S. Mail first class postage prepaid, as of 72 hours after deposit in the U.S. Mail.

15.6 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.

15.7 Construction; References; Captions. It being agreed the Parties or their agents have participated 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 Developer include all personnel, employees, agents, and contractors of Developer, except as otherwise specified in this Agreement. All references to AGENCY 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.

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

15.9 Termination. This Agreement shall terminate 10 years after the Effective Date, unless extended in writing by the Parties. In addition, this Agreement shall terminate 5 years after the Effective Date in the event that the TUMF Improvements as specified in the Credit Agreement is not commenced within 5 years of the Effective Date.

15.9.1 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 right by custom, estoppel, or otherwise.

15.9.2 Binding Effect. Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This section shall not be construed as an authorization for any Party to assign any right or obligation.

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

15.9.4 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.

15.9.5 Consent to Jurisdiction and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of Riverside, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, Developer expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.

15.9.6 Time is of the Essence. Time is of the essence in this Agreement, and the Parties agree to execute all documents and proceed with due diligence to complete all covenants and conditions.

15.9.7 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

15.9.8 Entire Agreement. This Agreement contains the entire agreement between AGENCY, WRCOG and Developer and supersedes any prior oral or written statements or agreements between AGENCY and Developer.

[SIGNATURES OF PARTIES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF RIVERSIDE

RECOMMENDED FOR APPROVAL:

By: Mark Lancaster
Mark Lancaster
Director of Transportation

APPROVED AS TO FORM:

By: Steph Nelson
Stephanie Nelson
Deputy County Counsel

APPROVAL BY THE COUNTY BOARD OF SUPERVISORS:

By: Jeff Hewitt
Chairman, County Board of Supervisors
JEFF HEWITT

ATTEST:
Kecia Harper
Clerk of the Board

By: Cindy Fernandez
Deputy

DEVELOPER

Cal Hearthstone Lot Option Pool 03, L.P., a Delaware limited partnership

By: Cal Hearthstone PBLO GP, LLC, a Delaware limited liability company, its General Partner

By: Cal Hearthstone Public Builder Lot Option, LLC, a Delaware limited liability company, its Sole Member

By: Hearthstone Professionals – CS, L.P., a Delaware limited partnership, its Manager

By: ____________________
Steven C. Porath
Authorized Representative

WESTERN RIVERSIDE COUNCIL OF GOVERNMENT

By: ____________________
Kurt Wilson
Executive Director

Approved to Form:

By: ____________________
Steven C. DeBaun
General Counsel

DEC 1 3 2022 3.44

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

On October 20, 2022 before me, Karen S Hornback, Notary Public,
Date — Here Insert Name and Title of the Officer

personally appeared Steven C Bratt
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

KAREN S. HORNBACK
Notary Public - California
Ventura County
Commission # 2413766
My Comm. Expires Aug 24, 2026

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Karen S Hornback
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: ____

Document Date: ____ Number of Pages: ____

Signer(s) Other Than Named Above: ____

Capacity(ies) Claimed by Signer(s)

Signer's Name: ____
☐ Corporate Officer – Title(s): ____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian of Conservator
☐ Other: ____
Signer is Representing: ____

Signer's Name: ____
☐ Corporate Officer – Title(s): ____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian of Conservator
☐ Other: ____
Signer is Representing: ____

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

[ATTACH BEHIND THIS PAGE]

EXHIBIT "A" – LEGAL DESCRIPTION
LOT LINE ADJUSTMENT NO. 05573

PARCEL 1

That portion of Parcel 2A of Lot Line Adjustment No. 05548, recorded on September 16, 2016 as Instrument No. 2016-0404388, Official Records of Riverside County, California, lying within Sections 18 and 19, Township 5 South, Range 2 West, San Bernardino Meridian, Riverside County, California, said portion being described as follows:

COMMENCING at the intersection of centerline Briggs Road (60 feet wide) with centerline Rouse Road (60 feet wide) as shown on Romola Farms No. 15 map on file in Book 15, Pages 98 through 100, inclusive of Maps, Records of Riverside County, California;

Thence North 89°56'00" East along said centerline of Rouse Road, a distance of 30.00 feet to the **TRUE POINT OF BEGINNING**;

Thence North 00°05'43" West, a distance of 48.13 feet, to the northerly line of said Parcel 2A;

The following (10) ten courses along said Parcel 2A:

1) **Thence** along said northerly line North 89°54'17" East, a distance of 29.00 feet;

2) **Thence** North 84°13'57" East, a distance of 162.05 feet to the beginning of a non-tangent curve concave northeasterly, having a radius of 48.00 feet, the radial line to said point bears South 76°45'11" West;

3) **Thence** southeasterly and southerly along said curve to the left through a central angle of 116°01'05", an arc distance of 97.19 feet;

4) **Thence** South 51°12'15" East, a distance of 36.29 feet;

5) **Thence** North 89°54'17" East, a distance of 209.52 feet;

6) **Thence** South 10°12'06" West, a distance of 16.47 feet to the beginning of a tangent curve concave easterly having a radius of 66.00 feet;

7) **Thence** southerly along said curve, through a central angle of 52°06'26", an arc distance of 60.02 feet;

8) **Thence** South 57°21'49" West, a distance of 22.31 feet;

9) **Thence** South 00°05'43" East, a distance of 120.00 feet;

10) **Thence** South 00°04'00" East, a distance of 739.87 feet to the beginning of a non-tangent curve concave southerly, having a radius of 1850.00 feet, the radial line to said point bears North 06°56'43" East;

EXHIBIT "A" – LEGAL DESCRIPTION
LOT LINE ADJUSTMENT NO. 05573

Thence westerly along said curve, through a central angle of 7°02'26", an arc distance of 227.33 feet;

Thence South 89°54'17" West, a distance of 272.41 feet to the easterly right-of-way line of said Briggs Road;

Thence North 00°04'00" West along said right-of-way line, a distance of 914.85 feet; to the **TRUE POINT OF BEGINNING**;

Containing 10.91 acres, more or less.

PARCEL 2

Those portions of Parcel 2A of Lot Line Adjustment No. 05548, recorded on September 16, 2016 as Instrument No. 2016-0404388, Parcel 1 of Certificate of Parcel Merger No. 01975 recorded August 29, 2016 as Instrument No. 2016-0370525 and Parcel 2 of Lot Line Adjustment No. 05562, recorded on November 2, 2016 as Instrument No. 2016-0485376, all of Official Records of Riverside County, California, lying within Sections 19, Township 5 South, Range 2 West, San Bernardino Meridian, Riverside County, California, said portions being described as follows:

COMMENCING at the intersection of centerline Rouse Road (60 feet wide) with centerline of Emperor Road (60 feet wide) as shown on Romola Farms No. 15 map on file in Book 15, Pages 98 through 100, inclusive of Maps, Records of Riverside County, California, being on the easterly line of Parcel 1 of said Lot Line Adjustment No. 05562;

The following (2) two courses along the easterly line of said Parcel 1:

1) **Thence** North 89°56'00" East along said centerline of Rouse Road, a distance of 37.53 feet;

2) **Thence** South 09°30'27" West, a distance of 258.07 feet to the northerly line of said Parcel 2 for the **TRUE POINT OF BEGINNING**;

The following (3) three courses along said Parcel 2:

1) **Thence** North 80°29'33" West, a distance of 390.48 feet;

2) **Thence** South 89°54'17" West, a distance of 265.50 feet;

3) **Thence** South 00°04'00" East, a distance of 739.87 feet to the beginning of a non-tangent curve concave southerly, having a radius of 1850.00 feet, the radial line to said point bears North 06°56'43" East;

Thence westerly along said curve, through a central angle of 7°02'26", an arc distance of 227.33 feet;

EXHIBIT "A" – LEGAL DESCRIPTION
LOT LINE ADJUSTMENT NO. 05573

Thence South 89°54'17" West, a distance of 272.41 feet to the easterly right-of-way line of said Briggs Road;

Thence South 00°04'00" East along said right-of-way line, a distance of 50.00 feet;

Thence North 89°54'17" East, a distance of 272.43 feet to the beginning of a tangent curve concave southerly, having a radius of 1800.00 feet;

Thence easterly along said curve through a central angle of 21°36'41", an arc distance of 678.94 feet to a point thereon, the radial line to said point bears North 21°30'58" East;

Thence North 21°30'58" East, a distance of 56.80 feet to a point on the easterly line of said Parcel 2;

The following (5) five courses along the easterly line of said Parcel 2:
1) **Thence** North 19°58'23" East, a distance of 288.30 feet to the beginning of a tangent curve concave northwesterly having a radius of 1250.00 feet;

2) **Thence** northeasterly along said curve, to the left, through a central angle of 10°27'57", an arc distance of 228.33 feet;

3) **Thence** North 09°30'27" East, a distance of 154.11 feet;

4) **Thence** North 80°29'33" West, a distance of 13.00 feet;

5) **Thence** North 09°30'27" East, a distance of 141.16 feet to the **TRUE POINT OF BEGINNING**;

Containing 11.53 acres, more or less.

PARCEL 3

Those portions of Parcel 3 of Lot Line Adjustment No. 05562, recorded on November 02, 2016 as Instrument No.2016-0485376, and Certificate of Parcel Merger No. 01975, recorded on August 29, 2016 as Instrument No. 2016-0370525, Official Records of Riverside County, California, lying within Sections 19, Township 5 South, Range 2 West, San Bernardino Meridian, Riverside County, California said portions being described as follows:

COMMENCING at the intersection of centerline Rouse Road (60 feet wide) with centerline of Emperor Road (60 feet wide) as shown on Romola Farms No. 15 map on file in Book 15, Pages 98 through 100, inclusive of Maps, Records of Riverside County, California, being on the easterly line of Parcel 1 of said Lot Line Adjustment No. 05562;

The following (2) two courses along the easterly line of said Parcel 1:

1) **Thence** North 89°56'00" East along said centerline of Rouse Road, a distance of 37.53 feet for the **TRUE POINT OF BEGINNING**;

EXHIBIT "A" – LEGAL DESCRIPTION
LOT LINE ADJUSTMENT NO. 05573

2) **Thence** South 09°30'27" West, a distance of 258.07 feet to the northerly line of Parcel 2 of said Lot Line Adjustment No. 05562;

The following (6) six courses along the easterly line of said Parcel 2:

1) **Thence** continuing South 09°30'27" West, a distance of 141.16 feet;

2) **Thence** South 80°29'33" East, a distance of 13.00 feet;

3) **Thence** South 09°30'27" West, a distance of 154.11 feet to the beginning of a tangent curve concave northwesterly having a radius of 1250.00 feet;

4) **Thence** southwesterly along said curve, to the right, through a central angle of 10°27'57", an arc distance of 228.33 feet;

5) **Thence** South 19°58'23" West, a distance of 288.30 feet;

6) **Thence** South 24°08'51" East, a distance of 9.75 feet to the beginning of a non-tangent curve concave southwesterly having a radius of 1850.00 feet, the radial line to said curve bears North 21°43'55" East;

Thence southeasterly along said curve, through a central angle of 22°00'52", an arc distance of 710.82 feet;

Thence South 46°15'13" East, a distance of 127.30 feet to the beginning of a tangent curve concave southwesterly, having a radius of 1230.00 feet;

Thence southeasterly and southerly along said curve, through a central angle of 46°06'00", an arc distance of 989.65 feet;

Thence South 00°09'13" East, a distance of 243.68 feet to a point on the easterly prolongation of the centerline of Chambers Avenue (20.00 feet half width);

Thence North 89°58'30" East along easterly prolongation of said centerline of Chambers Avenue, a distance of 403.71 feet to the center of said Section 19;

Thence North 00°25'02" East along the center section line of said Section 19, a distance of 2649.54 feet to the northerly line of said section 19;

Thence South 89°56'00" West along the north section line of said Section 19, a distance of 1258.26 feet to the **TRUE POINT OF BEGINNING**;

Containing 57.17 acres, more or less.

EXHIBIT "A" – LEGAL DESCRIPTION
LOT LINE ADJUSTMENT NO. 05573

PARCEL 4

Those portions of Parcel 2 and 3 of Lot Line Adjustment No. 05562, recorded on November 02, 2016 as Instrument No. 2016-0485376, Parcel 2A of Lot Line Adjustment No. 05548, recorded on September 16, 2016 as Instrument No. 2016-0404388 and Certificate of Parcel Merger No. 01975, recorded on August 29, 2016 as Instrument No. 2016-0370525, all of Official Records of Riverside County, California, said portions being described as follows:

COMMENCING at the intersection of centerline Briggs Road (60 feet wide) with centerline Rouse Road (60 feet wide) as shown on Romola Farms No. 15 map on file in Book 15, Pages 98 through 100, inclusive of Maps, Records of Riverside County, California;

Thence North 89°56'00" East along said centerline of Rouse Road, a distance of 30.00 feet;

Thence South 00°04'00" East along the easterly right-of-way line of said Briggs Road, a distance of 964.85 feet to the **TRUE POINT OF BEGINNING**;

Thence North 89°54'17" East, a distance of 272.43 feet to the beginning of a tangent curve concave southerly, having a radius of 1800.00 feet;

Thence easterly along said curve through a central angle of 21°36'41", an arc distance of 678.94 feet to a point thereon, the radial line to said point bears North 21°30'58" East;

Thence North 21°30'58" East, a distance of 56.80 feet;

Thence South 24°08'51" East, a distance of 9.75 feet to the beginning of a non-tangent curve concave southwesterly having a radius of 1850.00 feet, the radial line to said curve bears North 21°43'55" East;

Thence southeasterly along said curve, through a central angle of 22°00'52", an arc distance of 710.82 feet;

Thence South 46°15'13" East, a distance of 127.30 feet to the beginning of a tangent curve concave southwesterly, having a radius of 1230.00 feet;

Thence southeasterly and southerly along said curve, through a central angle of 46°06'00", an arc distance of 989.65 feet;

Thence South 00°09'13" East, a distance of 243.68 feet to a point on the easterly prolongation of the centerline of Chambers Avenue (20.00 feet half width), said point being South 89°58'30" West, 403.71 feet from center of said Section 19;

Thence South 89°58'30" West along said centerline of Chambers Avenue, a distance of 1475.97 feet to the northeasterly right of way line of Matthews Road (60.00 feet wide);

EXHIBIT "A" – LEGAL DESCRIPTION
LOT LINE ADJUSTMENT NO. 05573

Thence along said northeasterly right of way line North 54°09'00" West, a distance of 677.88 feet to a point on said easterly right-of-way line of Briggs Road;

Thence North 00°04'00" West, a distance of 1284.71 feet to the TRUE POINT OF BEGINNING;

Containing 63.36 acres, more or less.

SEE PLAT ATTACHED HERETO AS EXHIBIT "B" AND MADE A PART HEREOF
PREPARED UNDER MY SUPERVISION

2/13/17

Michael E. Johnson, L.S. 7673 Date

LICENSED LAND SURVEYOR
MICHAEL E. JOHNSON
NO. 7673
STATE OF CALIFORNIA

Assessor's Parcel Number(s):
459-030-010
461-020-006
461-020-004

Sections 18 and 19, Township 5 South, Range 2 West, SBM

Prepared By: ALP Checked By: MJ

EXHIBIT A-7

EXHIBIT "B"

FORMS FOR SECURITY

[ATTACHED BEHIND THIS PAGE]

BOND NO. ___________________
INITIAL PREMIUM: ___________________
SUBJECT TO RENEWAL

PERFORMANCE BOND

WHEREAS, the [INSERT "City" OR "County"] of ___________ ("AGENCY") has executed an agreement with ____ (hereinafter "Developer"), requiring Developer to perform certain work consisting of but not limited to, furnishing all labor, materials, tools, equipment, services, and incidentals for the construction of street and transportation system improvements (hereinafter the "Work");

WHEREAS, the Work to be performed by Developer is more particularly set forth in that certain TUMF Improvement and Credit/Reimbursement Agreement dated ___________________________, (hereinafter the "Agreement"); and

WHEREAS, the Agreement is hereby referred to and incorporated herein by this reference; and

WHEREAS, Developer or its contractor is required by the Agreement to provide a good and sufficient bond for performance of the Agreement, and to guarantee and warranty the Work constructed thereunder.

NOW, THEREFORE, we the undersigned, ______________________________, as Principal and ___________________________________, a corporation organized and existing under the laws of the State of _________________________ and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the AGENCY in the sum of ____ ($______________), said sum being not less than one hundred percent (100%) of the total cost of the Work as set forth in the Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such, that if Developer and its contractors, or their heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, agreements, guarantees, and warranties in the Agreement and any alteration thereof made as therein provided, to be kept and performed at the time and in the manner therein specified and in all respects according to their intent and meaning, and to indemnify and save harmless AGENCY, its officers, employees, and agents, as stipulated in the Agreement, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by AGENCY in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or additions to the terms of the said Agreement or to the Work to be performed thereunder or the specification accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the Work.

IN WITNESS WHEREOF, we have hereto set our hands and seals this ____ day on ______________________, 20__.

____
Principal

By: ______________________________
President

____
Surety

By: ______________________________
Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE §1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF ________________________________)

On ____________________________, before me, ________________________________,
Date Here Insert Name and Title of the Officer

personally appeared ____,
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_______________________________________
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title of Type of Document:_______________________________________ Document Date:_____________
Number of Pages: ___________ Signer(s) Other Than Named Above:________________

Capacity(ies) Claimed by Signer(s)

Signer's Name:________________________________	Signer's Name:________________________________
☐ Corporate Officer – Title(s):________________	☐ Corporate Officer – Title(s):________________
☐ Partner - ☐ Limited ☐ General	☐ Partner - ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐Other:_________________________________	☐Other:_________________________________
Signer is Representing:___	Signer is Representing:___

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, ______________________________, certify that I am the ________________ Secretary of the corporation named as principal in the attached bond, that ______________________________________ who signed the said bond on behalf of the principal was then _____________________________________ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed and attested for and in behalf of said corporation by authority of its governing Board.

(Corporate Seal)

____
Signature

____
Date

NOTE: A copy of the power of attorney to local representatives of the bonding company may be attached hereto.

BOND NO. ___________________
INITIAL PREMIUM: __________________
SUBJECT TO RENEWAL

LABOR & MATERIAL BOND

WHEREAS, the [INSERT "City" OR "County"] of ___________ ("AGENCY") has executed an agreement with ______________________________________ (hereinafter "Developer"), requiring Developer to perform certain work consisting of but not limited to, furnishing all labor, materials, tools, equipment, services, and incidentals for the construction of street and transportation system improvements (hereinafter "Work");

WHEREAS, the Work to be performed by Developer is more particularly set forth in that certain Improvement and Credit / Reimbursement Agreement dated ____________________________, (hereinafter the "Agreement"); and

WHEREAS, Developer or its contractor is required to furnish a bond in connection with the Agreement providing that if Developer or any of his or its contractors shall fail to pay for any materials, provisions, or other supplies, or terms used in, upon, for or about the performance of the Work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the provisions of 3248 of the California Civil Code, with respect to such work or labor, that the Surety on this bond will pay the same together with a reasonable attorney's fee in case suit is brought on the bond.

NOW, THEREFORE, we the undersigned, _______________________________, as Principal and _____________________________________, a corporation organized and existing under the laws of the State of __________________________ and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the AGENCY and to any and all material men, persons, companies or corporations furnishing materials, provisions, and other supplies used in, upon, for or about the performance of the said Work, and all persons, companies or corporations renting or hiring teams, or implements or machinery, for or contributing to said Work to be done, and all persons performing work or labor upon the same and all persons supplying both work and materials as aforesaid, the sum of ____ ($________________), said sum being not less than 100% of the total amount payable by Developer under the terms of the Agreement, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if Developer or its contractors, or their heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, or other supplies or machinery used in, upon, for or about the performance of the Work contracted to be done, or for work or labor thereon of any kind, or fail to pay any of the persons named in California Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, and all other applicable laws of the State of California and rules and regulations of its agencies, then said Surety will pay the same in or to an amount not exceeding the sum specified herein.

In case legal action is required to enforce the provisions of this bond, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to court costs, necessary disbursements and other consequential damages. In addition to the provisions hereinabove, it is agreed that this bond will inure to the benefit of any and all persons, companies and corporations entitled to make claims under Sections 8024, 8400, 8402, 8404, 8430, 9100 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or additions to the terms of the Agreement or to the Work to be performed thereunder or the specification accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the Work.

IN WITNESS WHEREOF, we have hereto set our hands and seals this ____ day on ______________________, 20__.

____
Principal

By: ____________________________
President

____
Surety

By: ____________________________
Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE §1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF ________________________________)

On ___________________________, before me, ______________________________,
Date Here Insert Name and Title of the Officer

personally appeared ____,
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature____________________________________
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title of Type of Document:_____________________________________ Document Date:____________
Number of Pages: ___________ Signer(s) Other Than Named Above:_______________

Capacity(ies) Claimed by Signer(s)

Signer's Name:________________________________

____

☐ Corporate Officer – Title(s):________________

____

____

☐ Partner - ☐ Limited☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐Other:________________________________

____

____

Signer is Representing:____
_
____
_

Signer's Name:________________________________

____

☐ Corporate Officer – Title(s):________________

____

____

☐ Partner - ☐ Limited☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐Other:________________________________

____

____

Signer is Representing:____
_
____
_

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _______________________________, certify that I am the _________________ Secretary of the corporation named as principal in the attached bond, that ____ who signed the said bond on behalf of the principal was then ______________________________________ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed and attested for and in behalf of said corporation by authority of its governing Board.

(Corporate Seal)

____
Signature

____
Date

NOTE: A copy of the power of attorney to local representatives of the bonding company may be attached hereto.

EXHIBIT "C"

DOCUMENTATION TO BE PROVIDED TO AGENCY BY DEVELOPER FOR DETERMINATION OF CONSTRUCTION COSTS

To assist AGENCY in determining the Construction Costs for a completed TUMF Improvement, Developer shall provide the following documents to AGENCY:

1. Plans, specifications and Developer's civil engineer's cost estimate;

2. If Developer is seeking Credit for such costs, documentation evidencing cost of any required environmental studies, preparation of designs, plans and specifications, required right of way acquisition, and other costs directly related to the development of the TUMF Improvement. Only actual, documented and reasonable costs directly related to the TUMF Improvement will be considered. Costs should be documented as specified below.

3. Costs claimed for right of way acquisition must be accompanied by an appraisal (no more than two years old at the time of acquisition) completed by an MAI appraiser, and documentation of transfer of such right of way to the AGENCY, or applicable public agency. The appraisal must be approved by the AGENCY as valid and acceptable.

4. List of bidders from whom bids were requested;

5. Construction schedules and progress reports;

6. Contracts, insurance certificates and change orders with each contractor, consultant, service provider or vendor;

7. Invoices received from all contractors, consultants, service providers and vendors;

8. Canceled checks for payments made to contractors, consultants, service providers and vendors (copy both front and back of canceled checks);

9. Spreadsheet showing total costs incurred in and related to the construction of each TUMF Improvement and the check number for each item of cost and invoice;

10. Final lien releases from each contractor and vendor; and

11. Such further documentation as may be reasonably required by AGENCY to evidence the completion of construction and the payment of each item of cost and invoice.

EXHIBIT "D"

REIMBURSEMENT AGREEMENT
TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM

THIS REIMBURSEMENT AGREEMENT ("Agreement") is entered into this ___ day of ___________________, 20___, by and between the [INSERT "City" OR "County"] of ___________, [**INSERT "a California municipal corporation" FOR CITY OR "a subdivision of the State of California" FOR COUNTY**] ("AGENCY"), the Western Riverside Council of Governments ("WRCOG"), a Joint Powers Agency and _________________________________, a California [**INSERT TYPE OF ENTITY - corporation, partnership, sole proprietorship or other legal entity**], with its principal place of business at [**ENTER ADDRESS**] ("Developer"). AGENCY and Developer are sometimes hereinafter referred to individually as "Party" and collectively as "Parties".

RECITALS

WHEREAS, AGENCY and Developer are parties to, Calabasas, CA 91302 an agreement dated ________________, 20___, entitled "Improvement and Credit Agreement - Transportation Uniform Mitigation Fee Program" (hereinafter "Credit Agreement");

WHEREAS, Sections 14.1 through 14.3 of the Credit Agreement provide that Developer is obligated to pay AGENCY the TUMF Obligation, as defined therein, but shall receive credit to offset the TUMF Obligation if Developer constructs and AGENCY accepts the TUMF Improvements in accordance with the Credit Agreement;

WHEREAS, Section 14.5 of the Credit Agreement provides that if the dollar amount of the credit to which Developer is entitled under the Credit Agreement exceeds the dollar amount of the TUMF Obligation, Developer may apply to AGENCY and WRCOG for a reimbursement agreement for the amount by which the credit exceeds the TUMF Obligation;

WHEREAS, Section 14.5 additionally provides that a reimbursement agreement executed pursuant to the Credit Agreement (i) shall be executed on the form attached to the Credit Agreement, (ii) shall contain the terms and conditions set forth therein, (iii) shall be subject to all terms and conditions of the Credit Agreement, and (iv) shall be attached upon execution to the Credit Agreement and incorporated therein as a material part of the Credit Agreement as though fully set forth therein; and

WHEREAS, AGENCY and WRCOG have consented to execute a reimbursement agreement with Developer pursuant to the Credit Agreement, (insert appropriate reference for city or county), and the TUMF Administrative Plan adopted by WRCOG.

NOW, THEREFORE, for the purposes set forth herein, and for good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

TERMS

1.0 Incorporation of Recitals. The Parties hereby affirm the facts set forth in the Recitals above and agree to the incorporation of the Recitals as though fully set forth herein.

2.0 Effectiveness. This Agreement shall not be effective unless and until the Credit Agreement is effective and in full force in accordance with its terms.

3.0 Definitions. Terms not otherwise expressly defined in this Agreement, shall have the meaning and intent set forth in the Credit Agreement.

4.0 Amount of Reimbursement. Subject to the terms, conditions, and limitations set forth in this Agreement, the Parties hereby agree that Developer is entitled to receive the dollar amount by which the Actual Credit exceeds the dollar amount of the TUMF Obligation as determined pursuant to the Credit Agreement, (insert appropriate reference for city or county), and the TUMF Administrative Plan adopted by WRCOG ("Reimbursement").The Reimbursement shall be subject to verification by WRCOG. AGENCY and Developer shall provide any and all documentation reasonably necessary for WRCOG to verify the amount of the Reimbursement. The Reimbursement shall be in an amount not exceeding [INSERT DOLLAR AMOUNT] ("Reimbursement Amount"). WRCOG shall, upon receipt and approval of information requested by WRCOG, shall be responsible for transmitting the Reimbursement Amount to the Developer. In no event shall the dollar amount of the Reimbursement exceed the difference between the dollar amount of all credit applied to offset the TUMF Obligation pursuant to Section 14.3, 14.4, and 14.5 of the Credit Agreement, and one hundred (100%) of the approved unit awarded, as such assumptions are identified and determined in the Nexus Study and the TUMF Administrative Plan adopted by WRCOG.

5.0 Payment of Reimbursement; Funding Contingency. The payment of the Reimbursement Amount shall be subject to the following conditions:

5.1 Developer shall have no right to receive payment of the Reimbursement unless and until (i) the TUMF Improvements are completed and accepted by AGENCY in accordance with the Credit Agreement, (ii) the TUMF Improvements are scheduled for funding pursuant to the five-year Transportation Improvement Program adopted annually by WRCOG, (iii) WRCOG has funds available and appropriated for payment of the Reimbursement amount.

5.2 Developer shall not be entitled to any interest or other cost adjustment for any delay between the time when the dollar amount of the Reimbursement is determined and the time when payment of the Reimbursement is made to Developer by WRCOG through AGENCY.

6.0 Affirmation of Credit Agreement. AGENCY and Developer represent and warrant to each other that there have been no written or oral modifications or amendments of the Credit Agreement, except by this Agreement. AGENCY and Developer ratify and reaffirm each and every one of their respective rights and obligations arising under the Credit Agreement. AGENCY and Developer represent and warrant that the Credit Agreement is currently an effective, valid, and binding obligation.

7.0 Incorporation Into Credit Agreement. Upon execution of this Agreement, an executed original of this Agreement shall be attached as Exhibit "D" to the Credit Agreement and shall be incorporated therein as a material part of the Credit Agreement as though fully set forth therein.

8.0 Terms of Credit Agreement Controlling. Each Party hereby affirms that all provisions of the Credit Agreement are in full force and effect and shall govern the actions of the Parties under this Agreement as though fully set forth herein and made specifically applicable hereto, including without limitation, the following sections of the Credit Agreement: Sections 10.0 through 10.3, Section 12.0, Sections 13.0 through 13.7, Sections 14.0 through 14.6, and Sections 15.0 through 15.17.

[SIGNATURES OF PARTIES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

____

(“Developer”)

By: _______________________________________

Its: ____

ATTEST:

By: _________________________________

Its: _________________________________

[INSERT “City” OR “County”) of _____________

By: _______________________________________

Its: ____

ATTEST:

By: _________________________________

Its: _________________________________

EXHIBIT "E"

TUMF CREDIT / REIMBURSEMENT ELIGIBILITY PROCESS

1. Prior to the construction of any TUMF Improvement, Developer shall follow the steps listed below:

(a) Prepare a separate bid package for the TUMF Improvements.

(b) The plans, cost estimate, specifications and contract document shall require all contractors to pay prevailing wages and to comply with applicable provisions of the Labor Code, Government Code, and Public Contract Code relating to Public Works Projects.

(c) Bids shall be obtained and processed in accordance with the formal public works bidding requirements of the AGENCY.

(d) The contract(s) for the construction of TUMF Improvements shall be awarded to the lowest responsible bidder(s) for the construction of such facilities in accordance with the AGENCY's requirements and guidelines.

(e) Contractor(s) shall be required to provide proof of insurance coverage throughout the duration of the construction.

2. Prior to the determination and application of any Credit pursuant to a TUMF Improvement and Credit Agreement executed between AGENCY and Developer ("Agreement"), Developer shall provide the AGENCY and WRCOG with the following:

(a) Copies of all information listed under Item 1 above.

(b) Surety Bond, Letter of Credit, or other form of security permitted under the Agreement and acceptable to the AGENCY and WRCOG, guaranteeing the construction of all applicable TUMF Improvements.

3. Prior to the AGENCY's acceptance of any completed TUMF Improvement, and in order to initiate the construction cost verification process, the Developer shall comply with the requirements as set forth in Sections 7, 14.2 and 14.3 of the Agreement, and the following conditions shall also be satisfied:

(a) Developer shall have completed the construction of all TUMF Improvements in accordance with the approved Plans and Specifications.

(b) Developer shall have satisfied the AGENCY's inspection punch list.

(c) After final inspection and approval of the completed TUMF Improvements, the AGENCY shall have provided the Developer a final inspection release letter.

(d) AGENCY shall have filed a Notice of Completion with respect to the TUMF Improvements pursuant to Section 3093 of the Civil Code with the County Recorder's Office, and provided a copy of filed Notice of Completion to WRCOG.

(e) Developer shall have provided AGENCY a copy of the As-Built plans for the TUMF Improvements.

(f) Developer shall have provided AGENCY copies of all permits or agreements that may have been required by various resource/regulatory agencies for construction, operation and maintenance of any TUMF Improvements.

(g) Developer shall have submitted a documentation package to the AGENCY to determine the final cost of the TUMF Improvements, which shall include at a minimum, the following documents related to the TUMF Improvements:

(i) Plans, specifications, and Developer's Civil Engineer's cost estimates; or Engineer's Report showing the cost estimates.

(ii) If Developer is seeking Credit for such costs, documentation evidencing cost of any required environmental studies, preparation of designs, plans and specifications, required right of way acquisition, and other costs directly related to the development of the TUMF Improvements. Only actual, documented and reasonable costs directly related to the TUMF Improvements will be considered. Costs should be documented as specified below.

(iii) Costs claimed for right of way acquisition must be accompanied by an appraisal (no more than two years old at the time of acquisition) completed by an MAI appraiser, and documentation of transfer of such right of way to the AGENCY, or applicable public agency. The appraisal must be approved by the AGENCY as valid and acceptable.

(iv) Contracts/agreements, insurance certificates and change orders with each vendor or contractor.

(v) Invoices from all contractors, consultants, service providers and vendors.

(vi) Copies of cancelled checks, front and back, for payments made to contractors, consultants, service providers and vendors.

(vii) Final lien releases from each contractor and vendor (unconditional waiver and release).

(viii) Certified contract workers payroll for AGENCY verification of compliance with prevailing wages.

(ix) A total cost summary, in spreadsheet format (MS Excel is preferred) and on disk, showing a breakdown of the total costs incurred. The summary should include for each item claimed the check number, cost, invoice numbers, and name of payee. See attached sample for details. [ATTACH SAMPLE, IF APPLICABLE; OTHERWISE DELETE REFERENCE TO ATTACHED SAMPLE

EXHIBIT “F”

RECONCILIATION EXAMPLES

All examples are based on a single family residential development project of 200 dwelling units: 200 SF dwelling units @ $6,650 / dwelling unit = $1,330,000 in fees (TUMF Obligation)

Example A: TUMF BALANCE

CREDIT	
TUMF Obligation:	$1,330,000
Estimated Cost: Bid ($1,500,000) or unit Cost Assumption ($1,600,000) whichever is less:	$1,500,000
Potential Reimbursement:	($170,000)
RECONCILIATION	
TUMF Obligation:	$1,330,000
Actual Credit:	$1,200,000
TUMF Balance (Payment to TUMF):	**$130,000**

Example B: REIMBURSEMENT

CREDIT	
TUMF Obligation:	$1,330,000
Estimated Cost: Bid ($1,500,000) or unit Cost Assumption ($1,600,000) whichever is less:	$1,500,000
Potential Reimbursement:	($170,000)
RECONCILIATION	
TUMF Obligation:	$1,330,000
Actual Credit:	$1,500,000
Reimbursement Agreement with Developer (Based on Priority Ranking):	(**$170,000)**

Example C: TUMF OVERPAYMENT

CREDIT	
TUMF Obligation:	$1,330,000
Estimated Cost: Bid ($1,200,000) or unit Cost Assumption ($1,500,000) whichever is less:	$1,200,000
Remaining TUMF Obligation:	$130,000
Prorated Fee: $130,000 / 200 du =	$650 / du
RECONCILIATION	
Actual Credit:	$1,300,000
TUMF payments from Developer ($650 per unit x 200 units):	$130,000
Actual Credit plus TUMF Payment:	$1,430,000
TUMF Obligation:	$1,330,000
Actual Credit plus TUMF Payment:	$1,430,000
TUMF Overpayment (Refund to Developer):	(**$100,000)**

EXHIBIT "G"

Estimated TUMF Credit / Reimbursement Summary

Cal Hearthstone Lot Option Pool 03, L.P.
Tract Nos. 36430-2, 36430-3, 36430-4
MS4387 (IP200061)

List of Eligible Streets/Facilities under the TUMF Network:

Briggs Road (Central TUMF Zone)

TUMF Credit Cost Factors:

Paid TUMF (see next page for details)	**$**	**-**
Estimated TUMF Obligation (see next page for details)	**$**	**1,919,760**
TUMF Unit Cost Assumptions (see next page for details)	**$**	**225,821**
Estimated Improvement Costs (see below for details)	**$**	**937,504**

Estimated Improvement Costs Breakdown		
Street Improvement Construction Costs (Engineers Estimate)	$	646,624
Planning/Engineering Costs (Estimate)	$	290,880
Right of Way Cost/Utiity Relocation	$	-
Estimated Improvement Costs Total	$	937,504

Estimated TUMF Credit:

Estimated Credit (Lesser of Obligation, Bid Amount, or Unit Cost Assumptions)	$	225,821
Estimated number of remaining units		190
Prorated Credit per each remaining unit (up to max TUMF fee per unit)	$	1,189
Estimated Credit to be applied to remaining units		**$225,821**

TUMF Overpayment / Refund:

Estimated TUMF Obligation	$	1,919,760
Estimated Credit amount + Paid TUMF amount	$	225,821
Estimated Refund (Credit + Paid TUMF amount that exceeds Obligation amount)		**$0**

TUMF Reimbursement:

Estimated TUMF Obligation	$	1,919,760
Estimated Cost (Lesser of Bid Amount or Unit Cost Assumptions)	$	225,821
Estimated TUMF Reimbursement (Cost exceeding Obligation amount)		**$0**

Note: The amounts shown in this Exhibit are subject to cost validation and reconciliation.

Cal Hearthstone Lot Option Pool 03, L.P.
Tract Nos. 36430-2, 36430-3, 36430-4
MS4387 (IP200061)

ESTIMATED TUMF OBLIGATION CALCULATION

Paid TUMF	Fee per Unit	Units	Amount
	-	-	-
	Paid Subtotal	0	$ -

Unpaid TUMF - Estimated Remaining Units	Fee per Unit	Units	Amount
TR36430-2 Single-Family Residential	$ 10,104	63	$ 636,552
TR36430-3 Single-Family Residential	$ 10,104	69	$ 697,176
TR36430-4 Single-Family Residential	$ 10,104	58	$ 586,032
	Estimated Subtotal	190	$ 1,919,760
	Obligation Total	**190**	**$ 1,919,760**

TUMF UNIT COST ASSUMPTION CALCULATION (January 1, 2022 Network Costs)

TUMF Network Road Segment applicable to Proposed Improvements			Cost Item	Amount
Briggs Road, SR-74 (Pinacate) to Simpson				
Network Distance:	2.5 miles		Road Const	$ 3,730,000
Existing Lanes:	0		Planning (10%)	$ 373,000
Increase in Lanes:	4		Engring (25%)	$ 933,000
			Conting (10%)	$ 563,000
		Network Road Segment Cost Est		$ 5,599,000
		Network Unit Cost per Lane mile		$ 559,900
		Network Unit Cost per Lane foot		$ 106

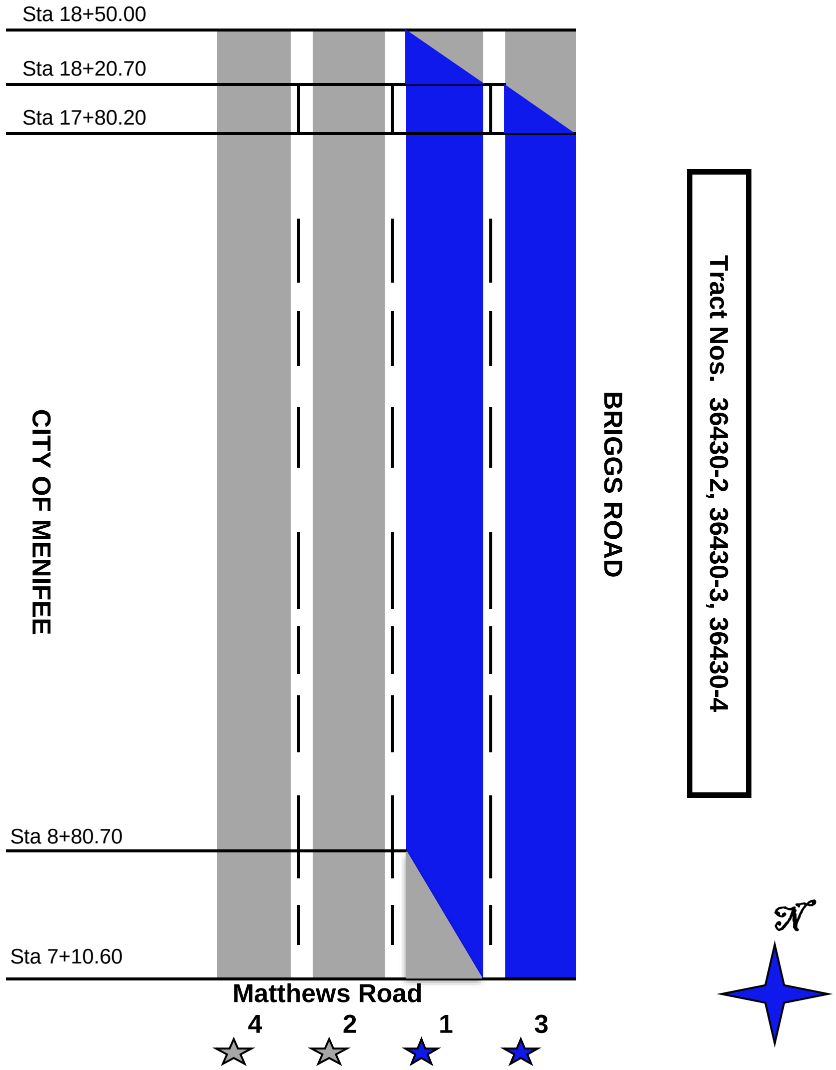
Road Improvement Cost Estimate (based on Network Unit Cost per Lane foot)

Lane	Construction Limits (Sta. to Sta.)			Linear Feet	Amount
1	7+10.60	8+80.70	West Taper (1/2 Credit 172/2)	85.05	$ 9,019
1	8+80.70	18+20.70		940.00	$ 99,679
1	18+20.70	18+50.00	East Taper (1/2 Credit 130/2)	14.65	$ 1,554
3	7+10.60	17+80.20		1,069.60	$ 113,422
3	17+80.20	18+20.70	East Taper (1/2 Credit 100/2)	20.25	$ 2,147
			Road Subtotal	**2,129.55**	**$ 225,821**

TUMF TOTAL	**$ 225,821**
TOTAL TUMF UNIT COST ASSUMPTION FOR ELIGIBLE IMPROVEMENTS	**$ 225,821**

Briggs Road (TR36430-2, TR36430-3, TR36430-4)

(MS4387-IP200061)



Lanes 1 and 3 new roadway covered under TUMF

Lanes 2 and 4 not constructed

Western Riverside Council of Governments
WRCOG Executive Committee

Staff Report

Subject: **Summary of Proposed Projects for Regional Early Action Planning (REAP) Grant Program - Subregional Partnership Program (SRP) 2.0**

Contact: **Chris Gray, Deputy Executive Director, cgray@wrcog.us, (951) 405-6710**

Date: **March 6, 2023**

Requested Action(s):

1. Direct staff to submit a grant application to the Southern California Association of Governments for the SRP under the REAP 2.0 Program in the amount of $1.6M.

Purpose:

The purpose of this item is to provide a list of proposed projects WRCOG is developing for submittal to the Southern California Association of Governments (SCAG) for REAP SRP 2.0 funding.

WRCOG 2022-2027 Strategic Plan Goal:

Goal #2 - Identify and help secure grants and other potential funding opportunities for projects and programs that benefit member agencies.

Background:

The REAP Grant of 2021 (REAP 2.0) is a flexible program that seeks to accelerate progress towards state housing goals and climate commitments through a strengthened partnership between the State of California, its regions, and local entities. REAP 2.0 seeks to accelerate infill housing development, reduce Vehicle Miles Traveled (VMT), increase housing supply at all affordability levels, affirmatively further fair housing, and facilitate the implementation of adopted regional and local plans to achieve these goals. One of the programs which this is done by is the Subregional Partnership Program of which WRCOG is set to receive approximately $1.6M. WRCOG has met with SCAG staff to review eligible activities and sought feedback from the Planning Directors Committee. This proposal to the WRCOG Executive Committee is seeking approval to move forward with submitting a formal application to SCAG with the proposed project list of activities.

REAP 2.0 Introduction

The REAP 2.0 Program was established as part of the 2021 California Comeback Plan under AB 140 and builds on REAP 1.0 which was established in 2019, but expands the Program focus by integrating housing and climate goals. The Program objectives for REAP 2.0 are as follows:

1. Accelerate infill development that facilitates housing supply, choice, and affordability;
2. Affirmatively Further Fair Housing; and

3. Reduce VMT.

For this effort, the State has made approximately $600M available state-wide to fund REAP Programs. Of that, SCAG is set to receive approximately $246M. A majority of this funding will be made available to eligible entities through three programmatic funding areas, described below.

1. Transportation Partnership Programs (TPP) - SCAG has allocated $100M to transportation initiatives and is developing two complementary programs to implement projects - the County Transportation Commission (CTC) Partnerships and the Regional Pilot Initiatives (RPI) Partnership Program. The CTC Partnership Program will develop a robust partnership program between SCAG and the CTCs to fund county-specific pilots and projects. The RPI Partnership Program will identify, evaluate, and award funding for regional or local pilots and projects that achieve regional transportation goals and objectives.
2. Partnerships to Affirmatively Transform Homes (PATH) - PATH builds on the concepts put forward in the Key Connections in Connect SoCal 2020, which focuses on advancing expanded mobility ecosystems and management strategies using innovative policy and/or technology to realize regional planning goals, and account for 30% of the greenhouse gas emissions reduction needed to meet SCAG's SB 375 requirements. The PATH Program also builds on current work funded through the REAP 1.0 Program, the Local Early Action Planning (LEAP) grant program, and SB 2 planning grants. SCAG has allocated over $88M to the PATH Program which is further divided into three program areas.
3. Subregional Partnership Program (SRP) 2.0 - The SRP 2.0 Program will allocate approximately $23M to subregional councils of governments (COGs) on a non-competitive basis for activities supporting cities and counties to implement projects and programs identified in their Housing Elements. The SRP approach supports housing element implementation and creates a means for local efforts to align with SCAG's regional plans, implement the infill and VMT reduction goals of the Connect SoCal Plan, and support State planning goals.

WRCOG Eligibility

WRCOG is eligible to receive up to $1.6M in SRP funding. Other COGs and some counties, including Riverside County, have been allocated funding separate from the WRCOG allotment. This amount is based on a non-competitive allocation formula set by SCAG. WRCOG will be preparing an application to SCAG to secure its funding. SCAG is requiring that WRCOG identify a list of projects in this application.

Proposed Preliminary Project List

Based on discussion with SCAG staff, WRCOG member agencies, and past experience with REAP 1.0, WRCOG has developed a preliminary project list to include in the application for REAP funding. The project list is provided below and includes eligible activities as identified in the SCAG REAP 2.0 SRP Guidelines.

- Pro-housing Designation: WRCOG is seeking to assist any jurisdiction interested in pursuing California Department of Housing and Community Development's (HCD) Pro-housing Designation. Local governments with Pro-housing Designations are eligible to apply for the new Pro-housing Incentives Program - a grant program with $2M in State funding. Additionally, local governments with the Pro-housing Designation receive priority processing or funding points when applying for several funding programs, including the Infill Infrastructure grant and the

Transformative Climate Communities grant. It is expected that additional transportation and planning funding opportunities will integrate the Pro-housing Designation as an incentive, if not a requirement, for eligibility. WRCOG would provide assistance with application development, submittal, and addressing HCD's comments towards a successful submission. WRCOG encourages any interested cities to act quickly as the Pro-housing Designation application will become more onerous beginning in 2024.

- Local Housing Assistance: Building on the success of the local housing assistance provided to jurisdictions utilizing REAP 1.0 funds, WRCOG will continue this type of customized assistance. The specific activities will vary jurisdiction-to-jurisdiction, but the Program will be carried out the same way it is currently operating. Jurisdictions will submit a request to WRCOG for assistance on a particular activity or activities, an agreement between WRCOG and the jurisdiction will be executed, and finally, WRCOG will utilize one of the consultants from the on-call planning bench to carry out the requested activity. The key distinction between the assistance provided with REAP 1.0 funds and REAP 2.0 funds is the type of activities that are deemed eligible. Eligible REAP SRP 2.0 activities focus on the implementation of housing elements as a means of investing in actions to accelerate infill development that facilitates housing supply, choices, and affordability, while affirmatively furthering fair housing, and reducing VMT. WRCOG reviewed a sample of Housing Elements from various jurisdictions to better understand the types of programs that would be implemented and potential opportunities to provide assistance. Examples of activities include municipal code updates, anti-displacement policies, rezoning, and other updates to general and specific plans.
- Additional activities may be considered based on the feedback from member agencies.

<u>Timeline</u>

In October 2022, WRCOG submitted an Intent to Apply to SCAG for the SRP Program. Currently, SCAG is awaiting final approval by the State in order to release the application. Once released there will be a narrow window in which to apply. After approval by the WRCOG Executive Committee, WRCOG staff will prepare the final SRP application to apply for funding. Once the application is submitted, SCAG will review, provide feedback as necessary, and work with WRCOG on drafting a Memorandum of Understanding (MOU). The MOU will then be brought to the Executive Committee for review and approval. The MOU is anticipated to be brought to the Executive Committee prior to the beginning of the next fiscal year and associated funds to be incorporated into the 2023/2024 Fiscal Year budget.

<u>Prior Action(s)</u>:
<u>February 9, 2023</u>: The Planning Directors Committee received and filed.

<u>Fiscal Impact</u>:
WRCOG's SRP grant application, if approved by SCAG, will allow WRCOG to secure up to $1.6M in funding through the REAP 2.0 Program. Once this grant application is approved by SCAG, WRCOG and SCAG will execute an MOU which will allow WRCOG to secure this funding. This MOU will be brought to the WRCOG Executive Committee for its approval at a subsequent meeting. WRCOG anticipates that this revenue will be available starting July 1, 2023, and WRCOG will therefore include the revenue in the Fiscal Year 2023/2024 Agency Budget.

<u>Attachment(s)</u>:

None.

Item 5.G

Western Riverside Council of Governments
WRCOG Executive Committee

Staff Report

Subject: **City of Corona TUMF Reimbursement Request Prior to Exhaustion of TUMF Credits**

Contact: **Chris Gray, Deputy Executive Director, cgray@wrcog.us, (951) 405-6710**

Date: **March 6, 2023**

Requested Action(s):

1. Deny a request from the City of Corona to provide an early developer reimbursement prior to the exhaustion of TUMF credits.
2. Direct staff to maintain the current policy prohibiting developer reimbursement prior to the exhaustion of TUMF credits.

Purpose:

The purpose of this item is to present information regarding a request for a TUMF reimbursement.

WRCOG 2022-2027 Strategic Plan Goal:

Goal #5 - Develop projects and programs that improve infrastructure and sustainable development in our subregion.

Background:

WRCOG's TUMF Program is a regional fee program designed to provide transportation and transit infrastructure that mitigates the impact of new growth in Western Riverside County. Funds from TUMF are distributed based on an allocation codified in various MOUs between WRCOG, the Riverside County Transportation Commission (RCTC), the Riverside Conservation Agency (RCA), and the Riverside Transportation Agency (RTA). 46% of TUMF collections are retained by WRCOG and allocated to the five TUMF Zones based on the collections within that Zone. Another 46% of TUMF funds are provided to RCTC on a monthly basis for their use in funding regional TUMF projects per the TUMF Administrative Plan. 1.47% of all TUMF funds are allocated to RCA for the purchase of land in support of the Multi-Species Habitat Conservation Plan (MSHCP). 3% of TUMF funds are allocated to RTA for regional transit projects. The remaining 4% of TUMF funds collected go towards WRCOG for Program Administrative Expenses.

The TUMF Administrative Plan allows for three options for new development projects in the WRCOG subregion in order to meet TUMF obligations. The first option is the payment of TUMF fees. The second option is participation in a funding or financing district which directly constructs TUMF improvements. The final option is the construction by the developer of a TUMF improvement for which the developer is entitled to receive credit against its TUMF obligation. In some instances, a developer constructs an improvement which provides credit in excess of its TUMF obligation, which then entitles the developer to receive a reimbursement from the TUMF Program.

This process is governed by the Developer Credit / Reimbursement Agreement, which sets forth the amount of potential credit, the TUMF obligation, and the process by which developers receive credit and potentially reimbursement from the TUMF Program.

In 2018, the City of Corona, a developer (Arrantine Hills, LLP), and WRCOG entered into an agreement to implement the I-15 / Cajalco Interchange Project (the Bedford Communities), which also included improvements to Cajalco Road adjacent to the Interchange. At the time of the agreement, the Project was approved for approximately 1,600 dwelling units and 80,000 square feet of commercial / retail uses. As part of this agreement, the Developer worked with the City to complete both the Interchange (I-15 / Cajalco Road) and improvements to Cajalco Road on either side of the Interchange. The total value of the improvements are $47.6M with the Interchange accounting for $44.3M and the roadway improvements accounting for the remaining $3.3M. The Interchange and roadway improvements were completed in 2021. The buildout of the project has an estimated TUMF obligation of approximately $15M - $20M, which means that the Developer is due a reimbursement of approximately $25M - $30M. The amount of reimbursement cannot be definitively determined at this time as the actual TUMF obligation is based on the actual number of units and the fee due at the time of permit issuance.

What complicates this reimbursement is that a portion of the reimbursement will be made by WRCOG through TUMF Zone funds and the remainder through TUMF funds controlled by RCTC, which receives 46% of all TUMF funds collected and uses those funds to implement Regional TUMF Projects. The I-15 / Cajalco Interchange Project is a Regional TUMF project, which means that RCTC is responsible for funding this reimbursement through regional TUMF funds. The local street improvements on Cajalco Road are considered part of the WRCOG-administered Zone Program.

Concurrent with the transportation improvements, the Developer has proceeded constructing initial phases of the development project. WRCOG estimates that the development project is approximately 25% - 30% complete, and will not be complete until 2027 at the earliest. At this time, it is not possible to determine precisely when the development will be complete given the uncertainties regarding development phasing and timing.

WRCOG has previously communicated to the City and the Developer that the existing policy prohibits reimbursement prior to the completion of the development phase of a project. This policy is called exhaustion of credits. in 2019, WRCOG sent a letter to all of the parties involved in the reimbursement process (the City of Corona, the Developer, and RCTC) documenting the various agreements and WRCOG's policy regarding the timing of reimbursement. This letter is provided as Attachment 1 for reference.

In 2022, the Developer requested that the City provide an early reimbursement of a portion of the total amount it is due. City staff brought this item to City Council at its March 2, 2022, meeting. The City Council provided direction to its staff to request that WRCOG provide a reimbursement of $3,355,000 to the Developer. This amount corresponds to the reimbursement amount associated with the Cajalco Street improvements.

Normally, WRCOG processes Developer credit and reimbursement requests in accordance with the TUMF Administrative Plan. What is unique about this reimbursement request is that it has been WRCOG's policy to only provide Developer reimbursement only after the completion of both the

Development Project (TUMF obligation) and the Transportation Project (TUMF credit). This policy is memorialized in the TUMF Administrative Plan (Chapter 4 - Developer TUMF Credits).

The primary reason for this policy is that it ensures the overall fiscal stability of the TUMF Program by limiting instances in which WRCOG would reimburse a developer for its TUMF credit and then have to assess additional TUMF on a project, which then requires the payment of additional fees. Paying the reimbursement only after the completion of all project elements also simplifies the accounting of each project's TUMF obligation and ensures that there is only one reconciliation of a project's TUMF obligation.

While WRCOG had previously communicated to the City and the Developer's representative that the existing policy did not allow a reimbursement, staff did bring this item forward for consideration and discussion since the Corona City Council had made the request for consideration.

WRCOG's Public Works Committee (PWC) heard this item on August 11, 2022. WRCOG's Technical Advisory (TAC) Committee heard this item on August 18, 2022. The PWC directed staff to convene a TUMF Northwest Zone Technical Advisory Committee meeting (Public Works Directors from the Cities of Corona, Eastvale, Jurupa Valley, Norco, and Riverside, and Riverside County) to discuss this matter in further detail and took no further action. The TAC recommended denial of this reimbursement request rather than have further discussions on this item.

On September 14, 2022, WRCOG's Administration & Finance Committee heard this item and directed staff to work concurrently on two items. The first action was to convene meetings of the TUMF Northwest Zone TAC and Executive Committee to provide a recommendation regarding this request for early reimbursement. The second action was to direct staff to develop a comprehensive policy regarding early reimbursement for Developer Credit / Reimbursement Agreements. The Administration & Finance Committee also directed that staff return this item for further discussion once these items were complete so that the Committee could make a final recommendation to the Executive Committee.

Staff and legal counsel worked to develop a proposed policy related to reimbursements prior to the exhaustion of credits. This proposed policy change was presented to the PWC for its consideration in October 2022. The PWC rejected this proposed policy change and recommended that the Executive Committee maintain the existing policy, which does not allow for reimbursement prior to exhaustion of credits. In November 2022, the TAC considered this item and recommended against any changes to the current policy. The proposed policy is provided as Attachment 1.

In November 2022, the Northwest Zone TAC recommended that WRCOG deny this request, consistent with WRCOG's existing policy. Later in December 2022, the Northwest Zone Executive Committee also recommended to deny this request for reimbursement.

On February 8, 2023, the Administration & Finance Committee heard this item and discussed the merit of both the individual reimbursement request and the merit of updating WRCOG's existing policy prohibiting reimbursement prior to the exhaustion of credits. The Administration & Finance Committee recommended that the Executive Committee deny this request for reimbursement and also directed staff to maintain the existing policy, which prohibits reimbursement prior to the exhaustion of credits.

To summarize, the following WRCOG committees have provided input regarding this request.

- Public Works Committee (reject any change to existing WRCOG policy)
- Technical Advisory Committee (reject any change to existing WRCOG policy)
- Northwest Zone Technical Advisory Committee (reject the reimbursement request)
- Northwest Zone Executive Committee (reject the reimbursement request)
- Administration & Finance Committee (reject the reimbursement request and reject any changes to existing WRCOG policy)

It should be noted that the action taken by the Executive Committee does not change the total amount of reimbursement to the developer, only the timing. Under the existing policy, a full reimbursement to the developer will occur after they have exhausted their credits, which occurs when development activity at the site is complete.

Prior Action(s):

February 8, 2023: The Administration & Finance Committee recommended that the Executive Committee deny the request for reimbursement and maintain the existing policy prohibiting reimbursement prior to the exhaustion of credits.

December 14, 2022: The Northwest Zone Executive Committee recommended that the Executive Committee deny the request for reimbursement.

November 28, 2022: The Northwest Zone Technical Advisory Committee recommended that the Executive Committee deny the request for reimbursement.

November 17, 2022: The Technical Advisory Committee recommended that the Executive Committee maintain the current policy which prohibits reimbursement prior to the exhaustion of credits.

October 13, 2022: The Public Works Committee recommended that the Executive Committee maintain the current policy which prohibits reimbursement prior to the exhaustion of credits.

September 14, 2022: The Administration & Finance Committee directed staff to convene a meeting of the TUMF Northwest Zone to discuss this reimbursement request and to also develop a comprehensive policy to address this reimbursement request. Staff was also directed to bring this item back to the Administration & Finance Committee after completing these tasks.

August 18, 2022: The Technical Advisory Committee recommended denial of the reimbursement request.

August 11, 2022: The Public Works Committee requested that no action be taken at this time and directed staff to convene a meeting of the TUMF Northwest Zone to discuss the reimbursement request and to develop a comprehensive policy relating to early reimbursements for consideration by the PWC.

Fiscal Impact:

If the request for reimbursement is approved, WRCOG would provide a reimbursement of $3,355,000 to the Developer, which would be paid out of TUMF Funds allocated to the Northwest Zone. If the request is not approved, then no payment would be made until the project completes work on the development component of the project per the existing policy.

<u>Attachment(s)</u>:

Attachment 1 - 2019 Letter from WRCOG

Attachment 2 - Proposed Policy on Developer Reimbursement Prior to Exhaustion of Credits

Attachment 1

2019 Letter from WRCOG to City of Corona, Riverside County Transportation Commission, and Property Owner Regarding Cajalco Interchange Reimbursement

Western Riverside Council of Governments

County of Riverside • City of Banning • City of Beaumont • City of Calimesa • City of Canyon Lake • City of Corona • City of Eastvale • City of Hemet City of Jurupa Valley • City of Lake Elsinore • City of Menifee • City of Moreno Valley • City of Murrieta • City of Norco • City of Perris • City of Riverside City of San Jacinto • City of Temecula • City of Wildomar • Eastern Municipal Water District • Western Municipal Water District • Morongo Band of Mission Indians • Riverside County Superintendent of Schools

December 10, 2019

Tom Koper
Public Works Director
City of Corona
400 S. Vicentia Avenue
Corona, CA 92882

John Sherwood
Vice President, Community Development
Arantine Hills Holdings, LP
85 Enterprise, Suite 450
Aliso Viejo, CA 92656

Anne Mayer
Executive Director
Riverside County Transportation Commission
4080 Lemon St., MS 1031
Riverside, CA 92501

Subject: I-15 / Cajalco Road Interchange Credit / Reimbursement Process

Dear Messrs. Koper and Sherwood, and Mrs. Mayer:

The purpose of this letter is to summarize the Transportation Uniform Mitigation Fee (TUMF) Credit and Reimbursement Process as it relates to the I-15/Cajalco Road interchange. This project is the largest one ever completed through the TUMF Credit / Reimbursement process and is a testament to a successful public / private partnership involving the Western Riverside Council of Governments (WRCOG), the City of Corona, New Home Company, and the Riverside County Transportation Commission. The main elements of this letter are as follows:

- An overview of the TUMF credit process
- An overview of the I-15 / Cajalco Road project
- A discussion of TUMF credit vs. TUMF reimbursement
- Near-term activities
- Reimbursement timing
- Roles and responsibilities of the various parties

Additional information regarding each item is provided below. A copy of the executed Credit Agreement between the City of Corona and the New Home Company, representing the Arantine Hills Development Project, is attached for reference.

For purposes of this letter, New Home Company is considered the developer of the Arantine Hills Project in question. The City refers to the City of Corona. The word developer and agency are used when describing general provisions of the TUMF Program as applicable.

TUMF Credit Process

Since the inception of the TUMF Program, constructing a TUMF project has been an acceptable way for developers to meet their TUMF obligation. Since 2003, approximately $150 million in infrastructure has been built using the TUMF Credit / Reimbursement process. This sum accounts for approximately 20% of all TUMF improvements from 2003 to 2019.

The TUMF Administrative Plan (http://www.wrcog.us/DocumentCenter/View/5085/TUMF-Administrative-Plan---010719?bidId) more fully describes the various policies and procedures applicable to the credit and reimbursement process. Please note that this letter references the current policies and procedures that are in place at the time this letter was drafted. WRCOG does periodically make updates to the TUMF Administrative Plan which could change the credit and reimbursement process.

In summary, the major steps of the process currently are as follows:

- WRCOG confirms that the project in question is included in the approved TUMF Nexus Study.
- The developer and the agency enter into a Credit Agreement, using WRCOG's approved template.
- Any pre-construction (planning, design, engineering) or construction activities begin and are completed.
- The agency and/or WRCOG verifies that the expenses related to the improvement project are allowable expenses per the TUMF Administrative Plan.
- The maximum amount of potential credit / reimbursement is then established.
- The agency records the project's TUMF obligation and determines whether the obligation is less than, equal to, or greater than the credit / reimbursement amount.

It should be noted that the completion of the process identified above creates a certain amount of credit / reimbursement which the developer is entitled to receive. The credit cannot be increased or decreased once all of the expenses are validated. That credit remains in perpetuity (or until the TUMF Program is ended) and is tied to the actual development project and the underlying property which created the credit. The credit does not actually reside with the developer or the agency but instead with the project, which means that credits are transferrable between property owners if the land is sold or transferred to another entity. For that reason, it is critical to verify the expenses associated with the improvement project as those levels of actual expenses set the maximum amount of credit or reimbursement.

I-15 / Cajalco Road Interchange Project

The improvements at I-15 / Cajalco Road include the widening of Cajalco Road east and west of the I-15 freeway, improved on- and off-ramps, a new bridge over I-15, and other associated improvements. The total amount of TUMF credit generated by this improvement is $47,606,000. Of that amount, $44,251,000 is for the interchange and the remaining amount of $3,355,000 is for improvements to Cajalco Road.

This distinction is important since there are different sources of funds for credit / reimbursement, depending on how a transportation project is designated within the TUMF Nexus Study. The I-15 / Cajalco Road Project is currently designated as a Regional Project within the TUMF Nexus Study, meaning it is available to receive funding from the Riverside County Transportation Commission (RCTC). Therefore, any reimbursement related to expenses for the interchange would be the responsibility of RCTC. The improvements associated with Cajalco Road itself would be WRCOG's responsibility.

This information is more fully described in the attached Credit Agreement (Attachment 1) relating to this improvement.

TUMF Credit vs. Reimbursement

TUMF credits are offsets against a project's TUMF obligation. Use of TUMF credits eliminates the need for a project to pay TUMF fees directly. For example, if a project has a TUMF obligation of $2 million and $2 million in TUMF credit, no funds are exchanged between WRCOG and the project.

A TUMF reimbursement is a payment from the TUMF Program to the developer. Reimbursements occur when the value of the TUMF improvement exceeds the developer's TUMF obligation. If a project has a TUMF obligation of $2 million and $5 million in TUMF credit, the TUMF Program repays the developer $3 million.

In the case of the Arantine Hills Project, WRCOG currently estimates the TUMF obligation to be between $15 million and $20 million. As noted above, the actual TUMF obligation will only be known after the Project concludes development activity.

Unless there is significant intensification of the Arantine Hills Project, there is a high probability that some TUMF reimbursement will occur though the exact amount cannot be determined at this time. Additionally, the timing of the reimbursement cannot be determined. Since the reimbursement process begins after the project has exhausted its TUMF credits, it is not possible to state at this time with certainty when the Arantine Hills Project will conclude its development activity. It is not uncommon for large residential projects to take 5 - 10 years to finish, assuming sufficient market demand. Given the uncertainties of the larger regional, state, and national economy, WRCOG would consider any estimate of the Project completion date to be highly speculative.

Near-Term Activities

As of December 2019, it is WRCOG's understanding that the construction work on the Project is substantially complete with further work occurring in the first quarter of 2020. Once this work is complete, we would recommend that the following activities occur.

- The City should review all expenses incurred for any pre-construction and construction activities.
- The City should submit these materials to WRCOG for review.
- WRCOG will review these items and verify the final amount of TUMF credit.
- WRCOG will then notify the City of this determination.
- The City would then notify New Home Company of the amount of TUMF credit available for use by the Arantine Hills Project.

Once that process is complete, the Arantine Hills Project can proceed with its development, using these credits until the development activity ceases.

Reimbursement Timing

The WRCOG TUMF Administrative Plan prohibits developers from requesting reimbursement prior to the completion of the credit agreement. The reason for this is that a project's TUMF obligation is determined at the time building activity occurs. When a developer obtains building permits, they are required to pay the applicable fees at the time. Since the TUMF fees change, allowing a reimbursement before all credits are exhausted could create a situation where WRCOG is forced to collect additional funds from a developer or provide a refund on TUMF fees, especially if there is a significant change in TUMF fees or the development project changes the uses, intensity, or both.

The executed Credit Agreement (Attachment 1) has specific language regarding the use of credits and acknowledgements by New Home Company regarding the process to request reimbursement.

Roles & Responsibilities of Each Party

The Table below provides the various roles and responsibilities of each party going forward.

Party	Role
City of Corona	• Compile project costs • Track TUMF credits
WRCOG	• Verify improvement costs • Review City's accounting of TUMF Credits • Process any reimbursement for the Cajalco Road improvements
RCTC	• Process any reimbursement for the I-15 Cajalco Road interchange once the project completes development activity
New Home Company (Arantine Hills)	• Oversee development of the Arantine Hills Project • Request reimbursement from WRCOG and RCTC at the appropriate time

We hope you find the above information helpful. If you would like to meet to discuss the information provided, WRCOG would be happy to facilitate a meeting at everyone's convenience. If you have any questions, concerns, or comments, please contact Chris Gray at (951) 405-6710 or cgray@wrcog.us.

Sincerely,

Christopher Gray
Director of Transportation & Planning

Enclosure: I-15 / Cajalco Road Credit Agreement

Attachment 2

Proposed Policy on Developer Reimbursement Prior to Exhaustion of Credits

5.3 Reimbursement Prior to Exhaustion of Credits

As outlined in Section 5.1, the TUMF Program does not provide reimbursement for developer contributions until all TUMF credits are exhausted. In limited circumstances, a WRCOG member agency may request that an early reimbursement be provided if certain criteria are met.

First, only the following projects are eligible for consideration related to an early reimbursement:

- A "Regionally Significant Transportation Improvement", defined as those facilities that typically propose to have six lanes at build-out and extend between multiple jurisdictions, or a discrete usable segment thereof, as determined by WRCOG;
- Any Type 1, 2, or 3 interchange on an interstate highway system;
- Any railroad crossing with an estimated construction cost of more than $10 Million, or
- Any bridge located on a regionally significant arterial, defined as those facilities that typically propose to have six lanes at build out and extend multiple jurisdictions, or a discrete usable segment thereof, as determined by WRCOG

A project which does not fall into one of the above categories is not eligible for early reimbursement. If the project falls into one of the above categories, it is only eligible for early reimbursement if it can meet the following criteria:

- Reimbursement requests prior to the exhaustion of credits can only be made when the anticipated reimbursement is $15 Million or greater. The reimbursement is calculated as the difference between the anticipated TUMF obligation and the TUMF credit generated by the project for which the developer is seeking reimbursement.
- The project subject to the early reimbursement request has been completed satisfactorily and formally accepted by the member agency who submits the reimbursement request within five years of acceptance;
- The developer must completed a portion of the development project which constitutes at least 25% of the anticipated TUMF obligation;
- The development has applied for building permits with the previous six months;
- The development is currently meeting all of its obligations to the member agency;
- A developer may only apply for no more than 10% of the total anticipated reimbursement;
- Early reimbursement can only be requested when completion of the development project is anticipated to be 5 years or greater at the time of the request;
- Only one application for early reimbursement may be made during the term of a Credit/Reimbursement agreement.

The process for considering an early reimbursement is described below.

Step #1- WRCOG member agency submits a formal reimbursement request in writing to the WRCOG Executive Director or his designee. This formal request should include a certification from the member agency that the project is eligible for requested reimbursement and complies with all of the requirements noted above.

Step #2- WRCOG reviews the reimbursement request and determines eligibility based on the criteria outlined in this Section 5.3.

Step #3- WRCOG Executive Director or his/her designee approves or denies the request for consideration by the TUMF Zone associated with the reimbursement request.

Step #4- WRCOG would then convene a meeting of the applicable Zone Technical Advisory Committee (TAC). The Zone TAC would review and make a recommendation regarding the early reimbursement request. This recommendation will note both the approval or denial of the request and their recommendation on how to allocate this reimbursement to various years within the 5-Year Transportation Improvement Program.

Step #5- WRCOG would then convene a meeting of the Zone Executive Committee, which is composed of an elected representative from each WRCOG member agency in the applicable Zone. The Zone Executive Committee will review and make a recommendation to the Executive Committee.

Step #6- Once the Zone Executive Committee makes a recommendation, the reimbursement request would be brought to the WRCOG Executive Committee for their review and approval.

Western Riverside Council of Governments
WRCOG Executive Committee

Staff Report

Subject: **Western Riverside County Clean Cities Coalition Activities Update**

Contact: **Taylor York, Program Manager, tyork@wrcog.us, (951) 405-6751**

Date: **March 6, 2023**

Requested Action(s):

1. Receive and file.

Purpose:
The purpose of this item is to provide an overview of the WRCOG Clean Cities Program and current activities.

WRCOG 2022-2027 Strategic Plan Goal:
Goal #5 - Develop projects and programs that improve infrastructure and sustainable development in our subregion.

Background:

The Western Riverside County Clean Cities Coalition (Coalition) was established as a WRCOG Program in 1997 and is part of a national network (https://cleancities.energy.gov/) of more than 85 Coalitions supported by the U.S. Department of Energy (DOE). The Coalition brings together local government and private industries to expand the use of alternatives to petroleum fuel, promoting education and technical assistance in support of advanced technologies in transportation. Coalition activities, and those of its stakeholders, also help municipalities manage the expanding use of alternative fuel vehicles (AFV) in the subregion while promoting resources that strengthen AFV infrastructure. Coalition stakeholders include public and private fleets, local and state agencies, fuel providers, technology manufactures, local educational institutions, and more.

Activities from Coalition stakeholders result in the reduction of millions of gallons of petroleum fuel use and thousands of tons of greenhouse gas emissions each year. This is achieved through adopting fleet vehicles, deploying AFV fueling and charging infrastructure, and acquiring funding from state, federal, and local programs.

Clean Cities Energy and Environmental Justice Initiative

As part of the Federal Government's Justice40 initiative, the DOE has directed funding to support Clean Cities Coalition efforts on energy and environmental justice (EEJ) in local communities. The first two rounds of the Clean Cities EEJ Initiative (CCEEJI) provided in-depth training to Coalition staff on building relationships with community organizations, including accessibility and EEJ principals in planning and conducting Coalition outreach work. WRCOG staff participated in this training in summer and fall 2022.

WRCOG submitted and was awarded a proposal to participate in the third round of the initiative. During this round, the DOE will support a full-time fellow to serve as a Community Engagement Liaison (CEL) for WRCOG and the Coalition. The CEL will focus on relationship-building and outreach activities in EEJ communities, working closely with agencies and community organizations to identify EEJ-related mobility and air quality challenges. The DOE will fund the position for two years, and it is expected that the CEL and Coalition staff will work to seek funding to maintain the position beyond that time. The CEL is expected to begin working in April 2023. As a next step, WRCOG staff are working to conduct an internal needs assessment that will identify the Coalition's strengths, weaknesses, opportunities, and threats related to EEJ work. Staff will then compile a job description and work with DOE to identify an appropriate candidate for the role.

Community Transportation Needs Assessment

Working with community partners, the Coalition recently completed a Community Transportation Needs Assessment (CTNA) for focused census tracts in the Cities of Corona and Moreno Valley, and the San Jacinto Valley area. The goal of this work was to aid in the understanding of mobility needs and options available in disadvantaged communities within the subregion that experience the highest burden from air pollutants and stand to benefit the most from transportation solutions. With the CTNA completed, WRCOG is eligible to apply for Mobility Project Vouchers (MPV) to deploy solutions. Staff are currently working to identify interest.

In an effort to expand the reach of this valuable effort, Coalition staff have applied for a second round of funding to conduct a CTNA in additional areas of the subregion. These areas include census tracts in the Cities of Lake Elsinore and Perris, and surrounding areas of unincorporated Riverside County. If awarded funding, work on this second CTNA will begin in early spring 2023. Similar to the previous round, activities will include a survey, multiple community workshops, and focus group meetings with community organizations and other stakeholders.

Clean Cities Coalition Meeting: CARB Tour and ZEV Listening Session

WRCOG staff hosted the first Clean Cities Coalition member meeting of 2023 on January 31st, at the California Air Resources Board (CARB) southern California Headquarters in Riverside. The meeting opened with a tour the CARB facility, which houses research and testing of next-generation, zero-emission technologies and vehicles. The building contains seven light- / medium-duty test cells, and three test cells to accommodate larger, heavy-duty trucks and buses. It is also one of the largest Zero Net Energy buildings in the U.S. and produces as much energy as it uses, aided by solar arrays and a chilled beam temperature management system that provides increased energy efficiency.

Following the tour, Coalition staff hosted a Zero-Emission Vehicle Mandates listening session to hear from Coalition members about technology opportunities and challenges related to state policies that mandate public fleets make the transition to zero-emission vehicles between 2024 and 2027. Outcomes from this listening session will be shared with the DOE and will inform technology research at the national level, as well as Coalition activities at the local level. Coalition staff recognize the challenges related to this transition and are working continuously to build relationships, communicate challenges to decision-makers, and seek resources to support a ZEV transition that is as smooth and beneficial as possible for fleets.

The next Clean Cities Coalition meeting is scheduled for April 26, 2023, during which staff will present and seek feedback on an updated work plan outlining activities planned between April 1, 2023, and March 31, 2024. A copy of the draft work plan will be provided to members well in advance of the meeting.

Clean Cities Coordinator Training Workshop

Between November 14 and 17, 2022, staff attended the annual Clean Cities Coordinator Training in Denver, CO. The workshop provided training for Coalition Directors (Coordinators) on managing successful Coalitions, and provided opportunities to share expertise, success stories, and lessons learned. The training also provided information on DOE Priorities and Investments in alternative fuel technology, as well as opportunities to network with other Coalitions and subject matter experts. WRCOG staff participated in a panel with DOE staff and four other Coalitions. Presenters discussed the important role of Clean Cities Coalitions for federal equity priorities and examples of how Coalitions are taking on new EEJ-inspired activities.

Prior Action(s):
None.

Fiscal Impact:
This item is for informational purposes only; therefore, there is no fiscal impact. All activities as part of the Western Riverside County Clean Cities Coalition are budgeted under the Clean Cities Program budget (120-80-1010), which is funded by member agencies, the Department of Energy Clean Cities Cooperative Agreement, and other periodic grant funding.

Attachment(s):
None.

Item 6.A

Western Riverside Council of Governments
WRCOG Executive Committee

Staff Report

Subject: **California Air Resources Board 2022 Scoping Plan Presentation**

Contact: **Casey Dailey, Director of Energy & Environmental Programs, cdailey@wrcog.us, (951) 405-6720**

Date: **March 6, 2023**

Requested Action(s):

1. Receive and file.

Purpose:
The purpose of this item is to provide an update on the California Air Resources Board's November 2022 Scoping Plan.

WRCOG 2022-2027 Strategic Plan Goal:
Goal #1 - Serve as an advocate at the regional, state, and federal level for the Western Riverside subregion.

Background:
This item is reserved for a presentation from California Air Resource Board (CARB) representative Matt Botill, Chief of the Industrial Strategies Division (ISD), on the 2022 Scoping Plan for Achieving Carbon Neutrality (2022 Scoping Plan).

The 2022 Scoping Plan lays out a path to achieve targets for carbon neutrality and reduce anthropogenic greenhouse gas (GHG) emissions by 85% below 1990 levels no later than 2045, as directed by Assembly Bill 1279. The actions and outcomes in the 2022 Scoping Plan will achieve significant reductions in fossil fuel combustion by deploying clean technologies and fuels, further reductions in short-lived climate pollutants, supporting sustainable development, increasing action on natural and working lands to reduce emissions and sequester carbon, and capturing and storing carbon.

A copy of the Executive Summary has been provided as an attachment to this report. The full Scoping Plan can be downloaded at 2022 Scoping Plan.

Prior Action(s):
None.

Fiscal Impact:
This item is informational purposes only; therefore, there is no fiscal impact.

Attachment(s):

Attachment 1 - 2022 CARB Scoping Plan Executive Summary

<u>Attachment</u>

2022 CARB Scoping Plan
Executive Summary

2022 SCOPING PLAN FOR ACHIEVING CARBON NEUTRALITY

NOVEMBER 16, 2022

CALIFORNIA
AIR RESOURCES BOARD

Executive Summary

This Scoping Plan lays out the sector-by-sector roadmap for California, the world's fifth[1] largest economy, to achieve carbon neutrality by 2045 or earlier, outlining a technologically feasible, cost-effective, and equity-focused path to achieve the state's climate target. This is a challenging but necessary goal to minimize the impacts of climate change. There have been three previous Scoping Plans. Previous plans have focused on specific greenhouse gas (GHG) reduction targets for our industrial, energy, and transportation sectors—first to meet 1990 levels by 2020, then to meet the more aggressive target of 40 percent below 1990 levels by 2030. This plan, addressing recent legislation and direction from Governor Newsom, extends and expands upon these earlier plans with a target of reducing anthropogenic emissions to 85 percent below 1990 levels by 2045. This plan also takes the unprecedented step of adding carbon neutrality as a science-based guide and touchstone for California's climate work. The plan outlines how carbon neutrality can be achieved by taking bold steps to reduce GHGs to meet the anthropogenic emissions target and by expanding actions to capture and store carbon through the state's natural and working lands and using a variety of mechanical approaches.

What this means for California is an ambitious and aggressive approach to decarbonize every sector of the economy, setting us on course for a more equitable and sustainable future in the face of humanity's greatest existential threat, and ensuring that those who benefit from this transformation include communities hardest hit by climate impacts and the ongoing pollution from the use of fossil fuels. The combustion of fossil fuels has polluted our air—particularly in low-income communities and communities of color—for far too long and is the root cause of climate change. This Scoping Plan helps us chart the path to a future where race and class are no longer predictors of disproportionate burdens from harmful air pollution and climate impacts.

The major element of this unprecedented transformation is the aggressive reduction of fossil fuels wherever they are currently used in California, building on and accelerating carbon reduction programs that have been in place for a decade and a half. That means rapidly moving to zero-emission transportation; electrifying the cars, buses, trains, and trucks that now constitute California's single largest source of planet-warming pollution. It also means phasing out the use of fossil gas used for heating our homes and buildings. It means clamping down on chemicals and refrigerants that are thousands of times more powerful at trapping heat than carbon dioxide (CO_2). It means providing our communities

[1] In October 2022, California was poised to become the world's fourth largest economy.

with sustainable options for walking, biking, and public transit to reduce reliance on cars and their associated expenses. It means continuing to build out the solar arrays, wind turbine capacity, and other resources that provide clean, renewable energy to displace fossil-fuel fired electrical generation. It also means scaling up new options such as renewable hydrogen for hard-to-electrify end uses and biomethane where needed. Successfully achieving the outcomes called for in this Scoping Plan would reduce demand for liquid petroleum by 94 percent and total fossil fuel by 86 percent in 2045 relative to 2022.[2] Despite these world-leading efforts, some amount of residual emissions will remain from hard-to-abate industries such as cement, internal combustion vehicles still on the road, and other sources of GHGs, including high global warming chemicals used as refrigerants.

The plan addresses these remaining emissions by re-envisioning our natural and working lands—forests, shrublands/chaparral, croplands, wetlands, and other lands—to ensure they play as robust a role as possible in incorporating and storing more carbon in the trees, plants, soil, and wetlands that cover 90 percent of the state's 105 million acres while also thriving as a healthy ecosystem. Modeling indicates that natural and working lands will not, on their own, provide enough sequestration and storage to address the residual emissions. For that reason, it is necessary to research, develop, and deploy additional methods of capturing CO_2 that include pulling it from the smokestacks of facilities, or drawing it out of the atmosphere itself and then safely and permanently utilizing and storing it, as called for in recent legislation. Carbon removal also will be necessary to achieve net negative emissions to address historical GHGs already in the atmosphere.

This is a plan that aims to shatter the carbon status quo and take action to achieve a vision of California with a cleaner, more sustainable environment and thriving economy for our children. This ambitious plan will serve as a model for other partners around the world as they consider how to make their transition. As we have so often in the past, California can continue to serve as a leader in innovation that has produced not only the fifth largest economy on the planet, but ultimately one of the most energy-efficient economies, with a track record of demonstrating the ability to decouple economic growth from carbon pollution. This plan also builds upon current and previous environmental justice efforts to integrate environmental justice directly into the plan, to ensure that all communities can reap the benefits of this transformational plan. Specifically, this plan:

[2] See *https://ww2.arb.ca.gov/sites/default/files/2022-11/2022-sp-PATHWAYS-data-E3.xlsx* for energy demand reductions.

- Identifies a path to keep California on track to meet its SB 32 GHG reduction target of at least 40 percent below 1990 emissions by 2030.
- Identifies a technologically feasible, cost-effective path to achieve carbon neutrality by 2045 and a reduction in anthropogenic emissions by 85 percent below 1990 levels.
- Focuses on strategies for reducing California's dependency on petroleum to provide consumers with clean energy options that address climate change, improve air quality, and support economic growth and clean sector jobs.
- Integrates equity and protecting California's most impacted communities as driving principles throughout the document.
- Incorporates the contribution of natural and working lands (NWL) to the state's GHG emissions, as well as their role in achieving carbon neutrality.
- Relies on the most up-to-date science, including the need to deploy all viable tools to address the existential threat that climate change presents, including carbon capture and sequestration, as well as direct air capture.
- Evaluates the substantial health and economic benefits of taking action.
- Identifies key implementation actions to ensure success.

The path forward is informed by robust science. The recent Sixth Assessment Report (AR6) of the Intergovernmental Panel on Climate Change (IPCC) summarizes the latest scientific consensus on climate change. It finds that atmospheric concentrations of CO_2 have increased by 50 percent since the industrial revolution and continue to increase at a rate of two parts per million each year.[3] By the 2030s, and no later than 2040, the world will exceed 1.5°C warming unless there is drastic action. While every tenth of a degree matters—every incremental increase in warming brings additional negative impacts—climate-related risks to human health, livelihoods, and biodiversity are projected to increase further under 2°C warming, compared to 1.5°C.[4] For example, at 1.5°C of global warming, we would experience increasing heat waves, longer warm seasons, and shorter cold seasons, but at 2°C of global warming, heat extremes would more often reach critical tolerance thresholds for human health and agriculture.[5] We are already seeing unprecedented climate change impacts, such as continued sea level rise, that are

[3] IPCC. 2021. *Climate Change 2021: The Physical Science Basis.* Contribution of Working Group I to the Sixth Assessment Report of the Intergovernmental Panel on Climate Change. [Masson-Delmotte, V., P. Zhai, A. Pirani, S. L. Connors, C. Péan, S. Berger, N. Caud, Y. Chen, L. Goldfarb, M. I. Gomis, M. Huang, K. Leitzell, E. Lonnoy, J. B. R. Matthews, T. K. Maycock, T. Waterfield, O. Yelekçi, R. Yu, and B. Zhou (eds.)]. Cambridge University Press. In Press. https://www.ipcc.ch/report/ar6/wg1/.
[4] IPCC. 2018. *Global Warming of 1.5°C.* World Meteorological Organization. Geneva, Switzerland. 32 pp. https://www.ipcc.ch/sr15/.
[5] IPCC. 2021. Climate change widespread, rapid, and intensifying – IPCC. August. *https://www.ipcc.ch/2021/08/09/ar6-wg1-20210809-pr/*.

"irreversible" for centuries to millennia, and we are dangerously close to hitting 1.5ºC in the near term.[6] To avoid climate catastrophe and remain below 1.5°C with limited or no overshoot of that threshold, global net anthropogenic CO_2 emissions need to reach net zero by 2050.

It has been 16 years since the Global Warming Solutions Act of 2006 was passed and signed into law. In 2017, the second update to the Assembly Bill (AB) 32 Climate Change Scoping Plan[7] (2017 Scoping Plan) laid out a cost-effective and technologically feasible path to achieve the 2030 GHG reduction target. At the time, many characterized the plan and the AB 32 target as unachievable, citing that it would lead to massive business and job loss, and excessive costs. Those predictions proved to be incorrect as California achieved its AB 32 target years ahead of schedule, all the while growing our economy, with the state distinguishing itself as a hub for green technology investment. This Scoping Plan draws on a decade and a half of proven successes and additional new approaches to provide a balanced and aggressive course of effective actions to achieve carbon neutrality in 2045, if not before, in addition to the 2030 goal.

California's economy is projected to grow vigorously in the coming years and decades. In 2045, under a Reference Scenario, the gross state product would be $5.1 trillion, nearly $2 trillion more than in 2021, and allow growth that would add hundreds of thousands of jobs. Under the Scoping Plan scenario, impacts to economic and job growth would be negligible in both 2035 and 2045, while delivering $199 billion of benefits in the form of reduced hospitalizations, asthma cases, and lost work and school days due to the cleaner air supported by this plan. This should come as no surprise given the tremendous growth of California's economy since the Great Recession of 2007–2009, even as the state has taken drastic measures to lower emissions. As noted, the savings associated with ambitious climate action are extensive, both in terms of avoided climate impacts and health costs. As described in Chapter 1, the health costs of climate and air pollution in the U.S. are well over $800 billion today and will continue to grow in the coming years[8] without robust action. Similarly, the costs of delayed or insufficient climate action could cost the

[6] United Nations. 2021. IPCC report: 'Code red' for human driven global heating, warns UN chief. August 9. *https://news.un.org/en/story/2021/08/1097362*.

[7] CARB. 2017. *California's 2017 Climate Change Scoping Plan.* *https://ww2.arb.ca.gov/sites/default/files/classic/cc/scopingplan/scoping_plan_2017.pdf*.

[8] Alwis, D. D., and V. S. Limaye. No date. *The Costs of Inaction: The Economic Burden of Fossil Fuels and Climate Change on Health in the United States.* NRDC, The Medical Society Consortium on Climate and Health, and WHPCA. https://www.nrdc.org/sites/default/files/costs-inaction-burden-health-report.pdf.

U.S. upwards of $14.5 trillion over the next 50 years.[9] We can either take action now or pay the cost of inaction, both now and later.

We cannot take on this unprecedented challenge alone. Collaboration with the federal government, other U.S. states, and other jurisdictions around the world will continue to be fundamental for California to succeed in achieving its climate targets, especially as the pace of our efforts increases in the coming years. We believe this collaboration and coordination also creates a race to the top, encouraging and enabling other jurisdictions to achieve climate and air quality goals as well, and often providing lessons for national action.

One example of fruitful collaboration is California's longstanding vehicle emissions standards programs, which have repeatedly been freely adopted by other states, consistent with the federal Clean Air Act. California's programs frequently pioneer more rigorous standards or new technologies—such as the now-standard catalytic converter and the rules that led directly to the nation-leading numbers of zero-emission vehicles on our roads today. From initial standards for cars and trucks decades ago to the world-leading Advanced Clean Trucks program currently helping to electrify heavy-duty vehicles, this partnership continues to offer regulatory options and spread innovative technologies. A major example of future work is the Advanced Clean Cars II program, which lays out California's legally binding path to achieving 100 percent zero emission vehicle (ZEV) sales in 2035.[10] The California Air Resources Board (CARB) continues to work closely with many other states that also see zero-emission vehicles as critical to their climate and public health goals and expects many states to choose to adopt this regulation as well. This partnership with other states also creates market certainty for automakers, which in turn helps to ensure that California consumers have access to a variety of ZEVs at multiple price points.

The Scoping Plan Process

Four scenarios were extensively modeled to develop this Scoping Plan, with the objective of informing the most viable path to remain on track to achieve our 2030 GHG reduction target: a reduction in anthropogenic emissions by 85% below 1990 levels and carbon neutrality by 2045. All four have their merits and are informed by stakeholder input. The scenario ultimately chosen as the basis of this Scoping Plan is the alternative that most

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[9] Deloitte. 2022. *The Turning Point: A New Economic Climate in the United States.* https://www2.deloitte.com/content/dam/Deloitte/us/Documents/about-deloitte/us-the-turning-point-a-new-economic-climate-in-the-united-states-january-2022.pdf?id=us:2el:3dp:wsjspon:awa:WSJSBJ:2021:WSJFY22.

[10] Executive Department. State of California. Executive Order N-79-20. *https://www.gov.ca.gov/wp-content/uploads/2020/09/9.23.20-EO-N-79-20-Climate.pdf*.

closely aligns with existing statute and Executive Orders. It was selected because it best achieves the balance of cost-effectiveness, health benefits, and technological feasibility.

For the first time, this Scoping Plan includes modeling and quantification of GHG emissions and carbon sequestration in natural and working lands (NWL). To date, the focus has been only on reducing the emissions of GHGs from our transportation, energy, and industrial sectors. The state's 2020 and 2030 GHG reductions targets only include these sources, as they are the primary drivers of climate change and disproportionate harmful air pollution in our vulnerable communities. This Scoping Plan, through the lens of carbon neutrality, expands the scope to more meaningfully consider how our NWL contribute to our long-term climate goals. For the first time, new and cutting-edge modeling tools allow us to estimate the quantitative ability of our forests and other landscapes to remove and store carbon under different scenarios. These cutting-edge tools were developed through a stakeholder process and in coordination with other agencies for the purpose of this update and will continue to be refined over time and made available to others seeking to do similar work.

As recent data and Scoping Plan modeling shows, our NWL also can act as a source of emissions, principally in the form of wildfires. California's forests are experiencing a deadly combination of drought and heat combined with a century of misguided fire suppression management. Scoping Plan modeling shows that, at this time and until our forests reach a balance through appropriate treatments, California's NWL will act as a net source of emissions, not a sink. As such, the Scoping Plan includes policy direction and actions intended to quickly move the sector toward being a net sink and a more natural state, where wildfires will continue to be an important part of the healthy forest cycle but not at the intensity and frequency observed in recent years.

Development of this Scoping Plan also includes careful consideration of, and coordination with, other state agencies, consistent with Governor Gavin Newsom's whole-of-government approach to tackling climate change. State agency plans and regulations, including the SB 100 Joint Agency Report,[11] State Implementation Plan, Climate Action Plan for Transportation Infrastructure,[12] AB 74 Studies on Vehicle Emissions and Fuel

[11] California Public Utilities Commission (CPUC), California Energy Commission (CEC), and CARB. 2021. *SB 100 Joint Agency Report.* https://www.energy.ca.gov/sb100.

[12] California State Transportation Agency (CalSTA). 2021. Climate Action Plan for Transportation Infrastructure. https://calsta.ca.gov/subject-areas/climate-action-plan.

Demand and Supply,[13,14,15] Short-Lived Climate Pollutant Strategy (SLCP Strategy),[16] CARB's Achieving Carbon Neutrality Report,[17] Climate Smart Lands Strategy,[18] Natural Working Land Implementation Plan,[19] and the California Climate Insurance Report: *Protecting Communities, Preserving Nature, and Building Resiliency,*[20] among others, provided critical inputs and data points for this plan. This Scoping Plan is the product of work by multiple agencies across the Administration, including dozens of public workshops and years of rigorous analysis and economic modeling by California's leading institutions. This cooperation on planning lays the foundation for even closer coordination among and between state agencies to put the plan into effect.

The plan is also the product of tireless efforts of, and recommendations from, the AB 32 Environmental Justice Advisory Committee (EJ Advisory Committee). The EJ Advisory Committee, created by statute, plays a critical role to inform the development of each Scoping Plan and helps to ensure environmental justice is integrated throughout the plan. CARB reconvened the EJ Advisory Committee in early 2021 to advise on the development of this Scoping Plan. In their advisory role, the EJ Advisory Committee has worked together to provide inputs to CARB to inform the development of scenarios and the associated modeling. And in April 2022, the EJ Advisory Committee provided draft preliminary recommendations in advance of the Draft 2022 Scoping Plan to help ensure the draft plan meaningfully addresses environmental justice. The CARB Board and EJ Advisory Committee held a joint board hearing on September 1, 2022, where the EJ Advisory Committee presented their final recommendations on the Scoping Plan. Over five dozen of the recommendations are reflected in the Scoping Plan. Going forward, as this plan is ultimately acted on by the Board, ongoing input from the EJ Advisory

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[13] California Environmental Protection Agency (CalEPA). 2021. Carbon Neutrality Studies. https://calepa.ca.gov/climate/carbon-neutrality-studies/.

[14] Brown, A. L., et. al. 2021. *Driving California's Transportation Emissions to Zero.* University of California Institute of Transportation Studies. https://escholarship.org/uc/item/3np3p2t0.

[15] Deschenes, O. 2021. *Enhancing equity while eliminating emissions in California's supply of transportation fuels.* University of California Santa Barbara. https://zenodo.org/record/4707966#.YKPiaKhKi73.

[16] CARB. Short-Lived Climate Pollutants. https://ww2.arb.ca.gov/our-work/programs/slcp.

[17] Energy and Environmental Economics, Inc. 2020. *Achieving Carbon Neutrality in California: PATHWAYS Scenarios Developed for the California Air Resources Board*. October. *https://ww2.arb.ca.gov/sites/default/files/2020-10/e3_cn_final_report_oct2020_0.pdf*.

[18] California Natural Resources Agency (CNRA). 2021. Draft Climate Smart Lands Strategy. *https://resources.ca.gov/Initiatives/Expanding-Nature-Based-Solutions.*

[19] CARB. 2019. *Draft California 2030 Natural and Working Lands Climate Change Implementation Plan. https://ww2.arb.ca.gov/resources/documents/nwl-implementation-draft.*

[20] California Department of Insurance. 2021. *Protecting Communities, Preserving Nature, and Building Resiliency. climate-insurance-report.pdf (ca.gov).*

Committee will be essential to address environmental justice and achieve the ambitious vision outlined in the plan throughout its implementation in the coming years.

Importantly, per legislative direction, the Scoping Plan development includes modeling and analyses of emissions, economics, air quality, health, jobs, and public health. This work is important to inform the discussion around trade-offs and how to balance the various legislative direction in identifying a path to achieve the state's climate goals. The technical work serves as a backdrop to what this means to Californian's daily lives—to how they will work, play, and live as we act to eliminate fossil fuel combustion and achieve the many public health and environmental benefits that will result from that action.

Ensuring Equity and Affordability

The state has a long history of public health and environmental protection. However racist and discriminatory practices such as redlining have resulted in low-income communities and communities of color being disproportionately exposed to health hazards and pollution burdens.[21] These communities are often located adjacent to major roadways and large stationary sources that not only emit GHGs, but also harmful localized air pollution. The plan delivers on the promise to transform the way we move, live, and work by nearly eliminating our dependence on fossil fuels. It includes effective actions to move with all possible speed to clean energy, zero-emission cars and trucks, energy-efficient homes, sustainable agriculture, and resilient NWL. And it prioritizes working with the communities most impacted to ensure that these strategies address their needs.

An important part of our equity consideration is ensuring the transition to a zero-emission economy is affordable and accessible, and that it uplifts disadvantaged, low-income communities and communities of color. Some aspects of the transition will have associated costs (e.g., escalating efforts to retrofit existing homes and businesses to support electric appliances and vehicles and increased costs of insurance). The state must ensure that these costs do not disproportionately burden consumers. In addition, the state has an important role to play in providing financial incentives, especially to low-income consumers, to allow for uptake of clean technologies. The Department of Community Services and Development's Low Income Weatherization Program is a prime example of this approach, enabling low-income Californians to be part of the zero-emission transition, all while lowering energy bills. The program provides low-income households with solar photovoltaic systems and energy efficiency upgrades at no cost to residents, helping cushion the impact of climate change on vulnerable communities.

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[21] CalEPA. 2021. Pollution and Prejudice: Redlining and Environmental Injustice in California. August 16. https://storymaps.arcgis.com/stories/f167b251809c43778a2f9f040f43d2f5.

With this Scoping Plan, the state also adds another tool to help identify and close climate change impact gaps that will emerge over time. As California invests in climate mitigation and adaptation, it is essential to understand the relative impact of climate change across the state's diverse communities. We know not all communities are equally resilient in the face of climate impacts due to persisting health and opportunity gaps. We also know that a global metric such as the Social Cost of Carbon cannot adequately capture the incremental additional impact faced by overly burdened communities. The Climate Vulnerability Metric (CVM) is specifically focused on quantifying the community-level impacts of a warming climate on human welfare.

Energy and Technology Transitions

To support the transformation needed, we must build the clean energy production and distribution infrastructure for a carbon-neutral future. The solution will have to include transitioning existing energy production and transmission infrastructure to produce zero-carbon electricity and hydrogen, and utilizing biogas resulting from wildfire management or landfill and dairy operations, among other substitutes. In almost all sectors, electrification will play an important role. That means that the grid will need to grow at unprecedented rates and ensure reliability, affordability, and resiliency through the next two decades and beyond. It also means we need to keep all options on the table, as it will take time to fully grow the electricity grid to be the backbone for a decarbonized economy. We also know that electrification is not possible in all situations. As such, this plan systematically evaluates and identifies feasible clean energy and technology options that will bring both near-term air quality benefits and deliver on longer-term climate goals.

This transition will not happen overnight. It will take time and planning to ensure a smooth transition of existing energy infrastructure and deployment of new clean technology. And while this Scoping Plan has the longest planning horizon of any Scoping Plan to date, this 25-year horizon is still relatively short in terms of transforming California's economy. We must avoid making choices that will lead to stranded assets and incorporate new technologies that emerge over time. Importantly, given the pace at which we must transition away from fossil fuels, we absolutely must identify and address market and implementation barriers to be successful. The scale of transition includes adding four times the solar and wind capacity by 2045 and about 1,700 times the amount of current hydrogen supply.

As we transition our energy systems, we must also rapidly deploy the clean technologies that rely on a decarbonized grid. As called for in Executive Order N-79-20, all new passenger vehicles sold in California will be zero-emission by 2035, and all other fleets will have transitioned to zero-emission as fully possible by 2045. This means the percentage of fossil fuel combustion vehicles will continue to rapidly decrease, becoming a fading vision of the past. Successful implementation of this Executive Order (EO) and other zero-emission priorities will have to be attractive to consumers. As an example, electric and hydrogen transportation refueling must be readily accessible, and active transportation and clean transit options must be cheaper and more convenient than driving.

Cost-Effective Solutions Available Today

Ultimately, to achieve our climate goals, urgent efforts are needed to slash GHG emissions. Fortunately, cost-effective solutions are available to do so in many cases. In short, this plan relies on existing technologies—it does not require major technological breakthroughs that are highly uncertain.

For example, targeted action to reduce methane emissions can be achieved at low or negative cost, and with significant near-term climate and public health benefits. In many cases, renewable energy and energy storage are cheaper than polluting alternatives, and are already firmly part of our business-as-usual approach; modeling related to the most recent integrated resource planning process at the California Public Utilities Commission (CPUC) has shown that scenarios associated with the best emissions outcomes had the lowest average rates. As another example, research from Energy Innovation shows that the U.S. can achieve 100 percent zero-carbon power by 2035 without increasing customer costs.[22]

The same is either already true, or soon to be true, for zero-emission vehicles as well. Myriad studies show cost parity for light-duty and heavy-duty ZEVs being achieved by mid-decade or shortly thereafter. A carbon neutrality study conducted by the University of California (UC) Institute of Transportation Studies and funded by the California Environmental Protection Agency (CalEPA) shows that achieving carbon neutrality in the transportation sector will *save* Californians $167 billion through 2045.[23] Similar research from the Goldman School of Public Policy at UC Berkeley finds that achieving 100 percent light-duty ZEV sales nationwide would save consumers $2.7 trillion through 2050; equivalent to $1,000 per household, per year, for 30 years.[24]

Many of these outcomes are a direct result of California's vision and policy development to advance clean energy and climate solutions, including through the Renewables Portfolio Standard, Advanced Clean Cars II regulations, SLCP Reduction Strategy, and

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[22] Phadke, A. et al. 2020. "Illustrative Pathways to 100 Percent Zero Carbon Power by 2035 Without Increasing Customer Costs, Energy Innovation." September. *https://energyinnovation.org/wp-content/uploads/2020/09/Pathways-to-100-Zero-Carbon-Power-by-2035-Without-Increasing-Customer-Costs.pdf.*

[23] Brown, A. L., et al. 2021. *Driving California's Transportation Emissions. http://dx.doi.org/10.7922/G2MC8X9X.* Retrieved from https://escholarship.org/uc/item/3np3p2t0.

[24] Goldman School of Public Policy. 2021. *2035: The Report: Transportation.* UC Berkeley. April. *https://www.2035report.com/transportation/.*

others. While the world collectively has not yet fully deployed clean energy and climate solutions at the scale needed to adequately address climate change, California has made tremendous progress—even since the last Scoping Plan update in 2017. Continued ambition, leadership, and climate policy development from California will help the state achieve the scale of emissions reductions needed from technologies and strategies that are already cost-effective or close to it today, and will move additional technologies and strategies to that point in the near future. Achieving those outcomes and reducing costs for the entire array of climate solutions needed to achieve carbon neutrality and then maintain net-negative emissions will prove the true measure of California's success. This will enable California to not just meet our own climate targets, but to ultimately develop the replicable solutions that can scale globally to address global warming.

Continue with a Portfolio Approach

Over the past decade and a half, the state has undertaken a successful three-pronged approach to reducing GHGs: incentives, regulations, and carbon pricing. The 2017 Scoping Plan leveraged existing programs such as the Renewables Portfolio Standard, Advanced Clean Cars, Low Carbon Fuel Standard, Short-lived Climate Pollutant Strategy, mobile source measures to achieve federal air quality targets, and a Cap-and-Trade Program, among others, to lay out a technologically feasible and cost-effective path to achieve the 2030 GHG reduction target. When looking toward the 2045 climate goals and the deeper GHG reductions needed across the AB 32 GHG Inventory sectors, all of the existing programs must be evaluated and, as necessary, strengthened to support the rapid production and deployment of clean technology and energy, as well as the increased pace and scale of actions on our natural and working lands.

The challenge before us requires us to keep all tools on the table. Given the climate mitigation co-benefits, critical actions to deliver near-term air quality benefits, such as those included in the State Implementation Plan to achieve the federal air quality standards, are incorporated into this Scoping Plan, as are new legislative mandates to decarbonize the electricity and cement sectors. And, if additional gaps are identified, new programs and policies must be developed and implemented to ensure all sectors are on track to reduce emissions. Opportunities to leverage these programs to address ongoing air quality disparities must also be considered, along with targeted environmental justice policies such as the AB 617 Community Air Protection Program and the investments made possible through the California Climate Investments Program.

Conclusion

California has never undertaken such a comprehensive, far-reaching, and transformative approach to fighting climate change as that called for in this plan. Once implemented, it will place every aspect of how we live, work, play, and travel in California on a more sustainable footing, with a focus on directly benefitting those communities already most burdened by pollution. This comprehensive approach reflects how climate change is already changing life in California. We have all experienced the impacts of devastating wildfires, extreme heat, and drought. Despite much progress, California still has some of the worst air pollution in the nation, especially in the San Joaquin Valley and the Los Angeles Basin, which is driven by the continued use of fossil fuel-powered trucks and cars.

This Scoping Plan provides a solution; a way forward and a vision of a California where we can and will address those impacts. This plan is fundamentally based on hope. It is a hope grounded in experience and science that we can fundamentally improve the California we leave to future generations. The plan is built on the legacy of effective actions and on the conviction that we can effectively marshal the combined capabilities of California—from state, regional, tribal, and local governments to industry to our research institutions, and most importantly, to the nearly 40 million Californians who will benefit from the actions laid out in the plan. It addresses the challenge of our generation by laying out a pathway and guideposts for action across three decades. But the Scoping Plan is only that: a plan. The hard work—and hopeful work—is putting its recommendations into action. And there is no time to waste.

Post-adoption of the Scoping Plan

As with previous Scoping Plans, CARB Board approval is the beginning of the next phase of climate action. Specifically, approval of this plan catalyzes a number of efforts, including the development of new regulations as well as amendments to strengthen regulations and programs already in place, not just at CARB but across state agencies. The unprecedented rate of transition will also require the identification and removal of market and implementation barriers to the production and deployment of clean technology and energy. All of these actions and more will be needed if we are to achieve our climate goals.

Item 6.B

Western Riverside Council of Governments
WRCOG Executive Committee

Staff Report

Subject: **Approval of WRCOG Strategic Plan**

Contact: **Dr. Kurt Wilson, Executive Director, kwilson@wrcog.us, (951) 405-6701**

Date: **March 6, 2023**

Requested Action(s):

1. Discuss the item and either affirm the current version of the Strategic Plan or approve an amended version of the Plan.

Purpose:
The purpose of this item is to present a final Strategic Plan for approval.

WRCOG 2022-2027 Strategic Plan Goal:
Goal #4 - Communicate proactively about the role and activities of the Council of Governments.

Background:
After convening in late 2021, the Executive Committee adopted a new Strategic Plan in early 2022. The Plan includes a set of goals that drive the internal workplans and resource allocation for staff. Several members of the Executive Committee convened late last year for a status report on the Plan. A summary of the discussion is included below. There was no desire among the group to remove any items from the current plan. There was interest in having further discussion about adding one or more items (listed below). That discussion was deferred to this Committee.

If no changes are required, the recommended action is for the Committee to affirm the current plan. If amendments are selected, the recommended action is to adopt the amended Plan.

Strategic Planning Discussion

Several members of the Executive Committee were hosted by the Western Municipal Water District on Friday, December 9, 2022, to review and evaluate the current Strategic Plan. No action or vote was taken as part of the discussion.

Attendance: Committee members present included Crystal Ruiz (Chair), Chris Barajas (Vice-Chair), Rita Rogers (2nd Vice-Chair), Kevin Bash, Jacque Casillas, Ed Delgado, Brenda Dennstedt, Brian Tisdale, and Dale Welty.

Non-Committee members: Kurt Wilson, Steve DeBaun, Princess Hester, Janis Leonard, Andrew Ruiz, Chris Gray, and Casey Dailey.

Key Discussion Points:

1. Identity, Value, Purpose of WRCOG
2. Overview of Existing Strategic Plan
3. Status of Strategic Plan Workplan items
4. Survey Results (staff and committee members)
5. Plan Amendments

Highlighted Topics

Communications: Make members of the public the target audience for communications and reach them through non-text formats like social media, podcasts, and short videos to better emphasize the accomplishments and benefits of WRCOG. Leverage the demographic-targeting process currently used with WRCOG's Used Oil Program to reach the right audience for other WRCOG programs and activities.

Advocacy: Centralize the bill-tracking function through a partnership with CalCOG that will allow a website portal branded for WRCOG and targeted to our needs. It will be a repository for current information on bills of interest to the subregion and can include requests from member agencies to track particular bills. This software solution, combined with continued leverage of CalCOG, CalCities, and CSAC, will form the foundation of the bills. The California Contract Cities Association has also committed to providing legislative updates for our members.

The formation of an Advocacy subcommittee would enable staff to revisit our regulatory and legislative platforms. The subcommittee would start by identifying the types of issues in which WRCOG should get involved in as well as how to get involved. This would include how to react to existing bills (support / oppose letters, committee testimony, etc.), sponsor new bills, and engage in the regulatory process. Another deliverable from this process would be a legislative platform document that provides the parameters for WRCOG engagement. This would provide the foundation to allow for quick responses at various points in the legislative cycle.

Staff

The general conversation included the benefits of "putting staff first" as a form of investment in which the "return" is greater service and long-term commitment to the organization. The discussion included the importance of ensuring staff has access to the necessary tools to succeed. Specifically, the group discussed the importance of expanding training opportunities. The Committee survey responses included a higher-than-last-year ranking of member agencies that are willing to partner with WRCOG. This can include making existing trainings available to WRCOG staff or specifically targeting training topics of regional interest and working together to provide them. It also included the benefits of a new fiscal software system that would enhance transparency, accountability, and accuracy of financial transactions but would also decrease the staff workload for basic functions.

Key Comments

- Increase the use of small group dialogue or Ad Hoc committees (Welty)
- Provide practical tools for governing (Casillas)
- Focus on core competencies

- Partner with external groups like Contract Cities to leverage greater advocacy (Barajas)
- Serve as an information bank
- Take on difficult regional challenges in partnership with others but avoid becoming a dumping ground for intractable problems (Tisdale)
- Work to increase the use of partnerships
- Establish and maintain relationships (Delgado)
- Make employees the priority (Delgado)
- Create an employee development pipeline (Bash)
- Use social media for more targeted communications (Bash)
- Make the general public the target audience for communications (i.e., how public money is spent including examples like TUMF) (Barajas)
- Share information about drought-related status and actions on member agency platforms (Ruiz)
- Convene strategic communications staff from member agencies to determine best practices (Dennstedt)
- Re-evaluate committee structure; consider Government Affairs Committee (Dennstedt)
- Create an Advocacy Ad Hoc Committee to focus on regulatory and legislative needs
- Define the process for issue selection (how do we stay in our lane) and advocacy methodology (proactive, reactive, support / oppose letters, author request, committee testimony, etc.)
- Embrace role of convener
- Provide GIS assistance to member agencies similar to REAP planning services
- Work toward regional water solutions
- Take a more aggressive approach toward communicating WRCOGs accomplishments and benefits

Topics for Further Consideration

1. Truck parking
2. Regional water
3. Homelessness
4. GIS services

Attachments

1. Strategic Plan
2. Strategic Goal Work Plan Presentation
3. Committee Survey summary
4. Staff survey summary
5. Contract database sample

Prior Action(s):
February 6, 2023: The item was continued to a subsequent meeting of the Executive Committee.

December 9, 2022: Several members of the Executive Committee met to receive an update on the Strategic Plan.

January 12, 2022: The Executive Committee adopted the WRCOG 2022-2027 Strategic Plan, including Mission and Vision Statements.

Fiscal Impact:

Current work efforts to implement the 2022-2027 WRCOG Strategic Plan are addressed through the adopted Fiscal Year 2022/2023 WRCOG Agency Budget. Should the Executive Committee provide direction to implement new initiatives that are not currently included in the adopted Budget, then the Budget would have to be amended to reallocate existing revenues to these new initiatives. Alternatively, the direction to implement new initiatives could be addressed in the forthcoming Fiscal Year 2023/2024 WRCOG Agency Budget.

Attachment(s):

Attachment 1 - Strategic Plan
Attachment 2 - Strategic Goal Work Plan Presentation
Attachment 3 - Committee member survey
Attachment 4 - Staff survey
Attachment 5 - Contract database sample

Attachment

Strategic Plan

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS STRATEGIC PLAN

2022-2027

DKS

Prepared by DKS Associates
Anaheim, CA

EXECUTIVE SUMMARY

This document will serve as the Western Riverside Council of Government's 2022-2027 Strategic Plan. Its purpose is to help WRCOG prioritize its efforts, allocating both fiscal and human resources to achieve a shared Vision and Goals that also reflect community priorities and needs. The Plan is the result of a comprehensive review by DKS Associates of the following:

- The WRCOG annual budget;
- Executive Committee meetings (agendas, minutes);
- News articles;
- Demographic data; and
- Incorporation documents.

DKS staff held virtual meetings with members of the Executive Committee during November and December prior to the Strategic Plan Workshop. Participants discussed their views on the opportunities and challenges ahead for the agency. This includes discussions regarding the areas which WRCOG should and should not become involved in terms of local governance and regional planning. Interviews were also held via conference calls with the management team and key staff members from all WRCOG departments.

In addition, the team held brief interviews with City Managers from member agencies and also received email comments describing their views on the best role for WRCOG to play as it relates to their particular agency. This information helped guide a Strategic Planning Workshop for the Committee held Friday, December 3, 2021. The meeting, which was open to the public, was used to define the agency's Mission Statement, Vision Statement, Core Values and Goals to guide WRCOG's future operations.

WRCOG GOALS

1. Serve as an advocate at the regional, state, and federal level for the Western Riverside subregion.
2. Identify and help secure grants and other potential funding opportunities for projects and programs that benefit member agencies.
3. Ensure fiscal solvency and stability of the Western Riverside Council of Governments.
4. Communicate proactively about the role and activities of the Council of Governments.
5. Develop projects and programs that improve infrastructure and sustainable development in our subregion.
6. Develop and implement programs that support resilience for our region.
7. Provide a safe, inclusive environment that values employees.

WRCOG
Western Riverside
Council of Governments

Each Goal is intended to focus the agency's fiscal and human resources on areas of highest priority.

MISSION, VISION AND VALUES

The purpose of establishing WRCOG's Mission, Vision and Core Values is to clearly define why the agency was created; how the Executive Committee envisions its future and what principles members and staff will adhere to as part of conducting its business.

Mission

The Mission of the Western Riverside Council of Governments is to facilitate, plan and identify funding opportunities for critical infrastructure projects and programs that benefit its member agencies and the communities they serve.

Vision

The Western Riverside Council of Governments provides a strong regional voice representing the interests of its member agencies, securing funding, and facilitating investments in transportation and infrastructure to ensure a sustainable, safe and economically strong region.

Core Values

Integrity
Transparency
Collaboration
Innovation
Diversity
Accountability
Sustainability
Inclusion

Goal 1:
Serve as an advocate at the regional, state and federal level for the Western Riverside subregion.

The Executive Committee’s strongest support was for a goal to re-establish WRCOG as a vocal and recognized advocate for the Western Riverside subregion. Strategies to support this goal include:

- **1.1 Provide consistent updates regarding legislative actions that impact WRCOG member agencies to Committee members and member agency staff members.**
- **1.2 Update the legislative platform detailing WRCOG's position(s) on issues that affect member agencies and actively promote that platform.**
- **1.3 Explore options for the creation of a legislative action committee.**
- **1.4 Provide opportunities for WRCOG members to actively participate in efforts in Sacramento to shape policy and effectively communicate regional successes.**

Goal 2:
Identify and help secure grants and other potential funding opportunities for projects and programs that benefit member agencies.

EASTSIDE CLIMATE COLLABORATIVE
CITY OF RIVERSIDE

Many of the WRCOG member agencies lack the capacity to track and apply for grant opportunities to fund projects and programs with both local and regional benefits. The Executive Committee established a goal to prioritize WRCOG's role in tracking funding opportunities and assisting in the application process to secure funds. Strategies include:

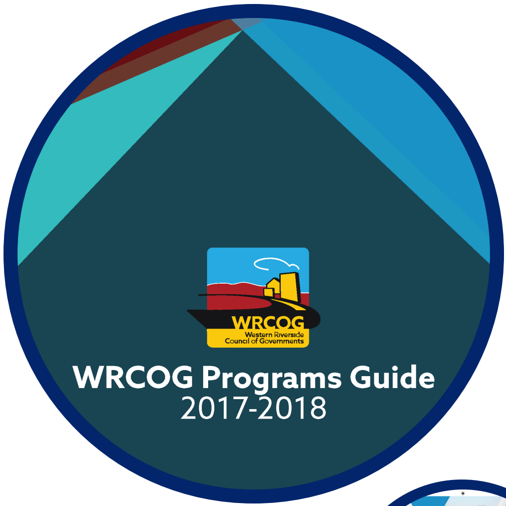
- **2.1 Track and provide updates on regional, state and federal grant opportunities of interest to WRCOG and its member agencies.**
- **2.2 Provide staff support and/or access to consultants for grant research and application preparation.**
- **2.3 Consider providing training opportunities for grant writing and management to member agencies.**

Goal 3:
Ensure fiscal solvency and stability of the Western Riverside Council of Governments.

The Executive Committee and management team acknowledge and value WRCOG's commitment to maintaining adequate reserves and working within a balanced budget. Strategies to support this Goal include:

- **3.1 Maintain sound, responsible fiscal policies.**
- **3.2 Develop a process to vet fiscal impact(s) and potential risk(s) for all new programs and projects.**
- **3.3 Provide detailed financial statements for public review online.**

Goal 4:
Communicate proactively about the role and activities of the Council of Governments.



The Executive Committee believes communication with local and regional agencies is essential to the long-range viability of WRCOG. Staff has already begun work on several strategies including the following:

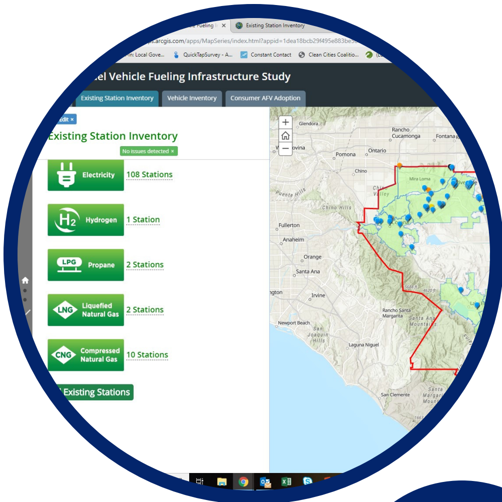
- **4.1 Develop a Communications Strategic Plan.**
- **4.2 Use social media to disseminate positive news, milestones and accomplishments throughout the region.**
- **4.3 Promote regional interaction and coordination with surrounding communities and service providers including schools, economic development interests, transportation and non-profit agencies.**

Goal 5:
Develop projects and programs that improve infrastructure and sustainable development in our region.

The Executive Committee remains committed to prioritizing investments in Western Riverside County that contributes to its future economic development and overall quality of life for its residents. By providing a regional forum to address, define and deliver solutions to regional problems, WRCOG can serve a critical role in contributing to the overall health of the region. Strategies include:

- **5.1 Support investment in projects, infrastructure and programs in the region including:**
  - 5.1.1 Transportation infrastructure,
  - 5.1.2 Water and wastewater infrastructure, and
  - 5.1.3 Broadband/Smart Cities infrastructure.
- **5.2 Support the Resilient IE Grants in conjunction with the San Bernardino County Transportation Authority.**
- **5.3 Continue collaboration with regional agencies to address pollution control, stormwater runoff and other environmental concerns.**

Goal 6:
Develop and implement programs that support resilience for our region.



WRCOG has delivered several successful programs which have supported resilience throughout the Western Riverside County subregion. The Executive Committee supports these efforts by establishing a specific goal to address efficiency. Strategies include the following:

- **6.1 Incentivize programs for saving electricity, water and other essential resources through the Inland Regional Energy Network.**
- **6.2 Supporting efforts to promote the Clean Cities Coalition.**
- **6.3 Continuing to support the Solid Water & Recycling Program.**

Goal 7:
Provide a safe, inclusive environment that values employees.

WRCOG employees are fundamental to carrying out the Strategic Plan and ensuring that each goal is achieved. The purpose of this goal is to ensure that the COG continues to provide a positive work environment and can retain and attract high quality employees. Strategies include the following:

- **7.1 Develop and implement organization-wide staff succession planning.**
- **7.2 Support employee training, enrichment and recognition, including team building opportunities.**
- **7.3 Establish clear performance standards for the workforce and provide annual employee reviews.**
- **7.4 Promote diversity, equity and inclusion in all hiring practices.**

Attachment

Strategic Goal Work Plan
Presentation

WRCOG 2022-2027 Strategic Plan

- Adopted on January 12, 2022, at a joint meeting of the Technical Advisory Committee and Executive Committee
- Organized around seven goals
  - #1- Serve as an advocate for the subregion
  - #2- Identify and help secure grants
  - #3- Ensure fiscal solvency and stability of WRCOG
  - #4- Communicate proactively
  - #5- Develop projects and programs that improve infrastructure
  - #6- Develop and implement programs that support resilience
  - #7- Provide a safe and inclusive environment that values employees

1

1

Goal #1: Serve as an advocate at the regional, state, and federal level for the Western Riverside region

11. Provide consistent updates regarding legislative actions that impact WRCOG member agencies to Committee members and member agency staff members.

1.2 Update the legislative platform detailing WRCOG's position(s) on issues that affect member agencies and actively promote that platform.

1.3 Explore options for the creation of a legislative action committee.

1.4 Provide opportunities for WRCOG members to actively participate in efforts in Sacramento to shape policy and effectively communicate regional successes.

2

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Goal 1 (Advocacy)

Key Accomplishments:
- Outside groups such as Cal Cities provided regular updates on legislation to the WRCOG Executive Committee and Technical Advisory Committee
- WRCOG Staff and consultants provided monthly updates on housing-related legislation to Executive Committee and Planning Directors Committee
  - 9 updates to PDC, 8 updates to EC
  - Provided detailed updates to PDC on implementation of key legislation (SB 9, SB 330)

Work in Progress:
- Transitioning to CalCOG legislative tracking tool which comprehensive updates on legislation of interest to WRCOG members

3

3

Goal #2: Identify and help secure grants and other potential funding for projects and programs that benefit member agencies.

2.1 Track and provide updates on regional, state, and federal grant opportunities of interest to WRCOG and its member agencies.

2.2 Provide staff support and/or access to consultants for grant research and application preparation.

2.3 Consider providing training opportunities for grant writing and management to member agencies.

4

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Goal 2 (Grants)

Key Accomplishments:

- Prepared and distributed summary of all available grants to WRCOG member agency staff and key stakeholders on a bi-weekly basis
- Prepared and distributed a tailored summary of housing-related grants to WRCOG member agencies and key stakeholders on a bi-weekly basis
- Submitted 4 successful Active Transportation Program (ATP) grant applications for WRCOG member agencies
- Completed update of the Grant Writing guidelines
- Implemented SCAG REAP grant including:
    - Direct contract planning assistance to 5 WRCOG member agencies with 3 pending agreements
    - Completed Objective Design Standards toolkit and distributed to member agencies for their use

5

5

Goal 2 (Grants)-continued

Work in progress:

- Preparing an application for additional REAP funding ($1.6M) to provide additional assistance for member agency planning activities
- Evaluating potential grant opportunities in the following areas:
    - Broadband
    - Climate adaptation
    - Energy resilience
    - Electric vehicle charging
    - SB 1383 implementation

6

6

Goal #3: Ensure fiscal solvency and stability of the Western Riverside Council of Governments

3.1 Maintain sound, responsible fiscal policies.

3.2 Develop a process to vet fiscal impact(s) and potential risk(s) for all new programa and projects.

3.3 Provide detailed financial statements for public review online.

7

7

Goal 3 (Fiscal)

Key Accomplishments:

- WRCOG has revamped the entire budget process and document
  - Budget reports income and expenses at the fund level
  - Budget resolution was updated
  - Budget amendment process has been revamped
  - Budget was reviewed and approved by Finance Directors, Technical Advisory Committee, Admin & Finance, Executive Committee, and General Assembly
- Implemented the recommendations outlined in the Fiscal Review conducted by Citygate
- Staff has compiled list of existing contracts and distributed a contract database within WRCOG
  - Updated the review and approval process to tie expenditures to contract database

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Goal 3 (Fiscal)-continued

Key accomplishments:
- Financial documents have been posted to the WRCOG website
- LTF invoice ($1M) has been submitted to RCTC and approved
  - Payment received in September
- 2021/2022 audit
  - RFP distributed
  - Firm selected (VLF)
  - Audit nearly completed as of December 2022

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Goal 3 (Fiscal)-continued

Work in progress:
- Management Partners is currently working on the Fiscal Sustainability Model
  - Long-term forecasts for WRCOG expenditures and revenues
  - Partially complete, expected date of completion is Q2 2023
- Accounting software implementation
  - Need for an updated accounting and payroll system
  - Staff conducting review of potential systems
  - RFP expected in Q1 2023
  - Implementation throughout 2023

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Goal #4: Communicate proactively about the role and activities of the Council of Governments

4.1 Develop a Communications Strategic Plan

4.2 Use social media to disseminate positive news, milestones, and accomplishments throughout the region.

4.3 Promote regional interaction and coordination with surrounding communities and service providers including schools, economic development interests, transportation and non-profit agencies.

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Goal 4 (Communications)

Key Accomplishments:

- WRCOG regularly participates in regional gatherings including:
  - Chamber of Commerce events
  - State of the City/County
  - Events facilitated by other agencies such as SCAG
  - Groundbreaking/ribbon cutting events
- Implemented the 2022 General Assembly and Leadership Address
- Facilitate outside speakers for WRCOG Committees
  - Riverside County Flood Control
- Co-hosts of the Regional Water Task Force

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Goal 4 (Communications)-continued

Work in progress:

- Update of the WRCOG Website
- 2023 General Assembly & Leadership Address
- Preparing a member briefing binder

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Goal #5: Develop projects and programs that improve infrastructure in our subregion

5.1 Support investment in projects, infrastructure and programs in the region including:

5.1.1 Transportation infrastructure

5.1.2 Water and wastewater infrastructure, and

5.1.3 Broadband/Smart Cities infrastructure

5.2 Support the Resilient IE Grants in conduction with the San Bernardino County Transportation Authority

5.3 Continue collaboration with regional agencies to address pollution control, stormwater runoff, and other environmental concerns

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Goal 5 (Infrastructure)

Key Accomplishments:

- Collected $76M in TUMF funding for FY 2021/2022 and $30M to date in FY 2022/2023
- Provided monthly updates on TUMF revenues
- Reviewed and processed TUMF reimbursements (48 invoices- $12.5M)
- Completed technical work in support of the TUMF Nexus Study including network review and project cost estimates
  - Updated project list reviewed by PWC and approved by Executive Committee
  - Updated project & right-of-way costs
- Completed residential trip generation study
- Completed development impact fee comparison study
- Completed regional travel survey

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Goal 5 (Infrastructure)-continued

Key Accomplishments:

- Completed Smart Streetlight Study
  - Presented to TAC and Executive Committee
- Completed Draft Resilient IE Report
  - Submitted to Caltrans
  - Caltrans approved report
- Finalizing agreement for Love Your Neighborhood Program
  - Trash program tied to water quality
  - Funded by Riverside County Flood Control

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Goal 5 (Infrastructure)-continued

Work in progress:

- TUMF Nexus Study
  - Finalize traffic modeling
  - Recalculate the fee
  - Develop potential implementation scenarios
  - Review Draft Nexus Study with member agencies and key stakeholders
- Regional study on VMT mitigation
  - Partnership with RTA and RCTC
- Updating our logistics trip generation study and Good Neighbor Guidelines for industrial projects

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Goal #6: Develop and implement programs that support resilience for our region.

6.1 Incentivize programs for saving electricity, water, and other essential resources through the Regional Energy Network

6.2 Support efforts to promote the Clean Cities Coalition

6.3 Support Solid Waste and Used Oil Recycling Programs

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18

Goal 6 (Resilience)

Key Accomplishments:

- Completed the Energy Resilience Plan
  - Detailed evaluation of three sites
  - Presented to TAC and Executive Committee
- Completed PACE administrative tasks
  - Annual PACE levies
  - PACE delinquency purchase and sale agreement
  - Annual deferment of PACE judicial foreclosures
- IREN governance documents completed
  - Approved by Admin & Finance and Executive Committee
  - Agreements executed by WRCOG, CVAG, and SANBAG
- Implemented the C-PACE program

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Goal 6 (Resilience)-continued

Key Accomplishments:

- Hired a Clean Cities Program Manager
- Facilitated Annual Alt Car event
- Secured additional Clean Cities funding from West Virginia University
- Hired a Used Oil/Solid Waste Program Manager
- Secured annual Used Oil Program grant from the State of California
- Held virtual Used Oil events throughout the region
- Completed an evaluation of SB 1383 implementation for the WRCOG region

20

20

Goal 6 (Resilience)-continued

Work in progress:

- I-REN implementation
  - Hiring additional staff to assist with program oversight/implementation
  - RFP’s for I-REN consultant services
    - Public sector program development
  - I-REN Executive Committee meeting
  - I-REN website
- Securing additional funding to assist with SB 1383 implementation

WRCOG Western Riverside Council of Governments

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21

Goal #7: Provide a safe, inclusive environment that values employees.

7.1 Develop and implement organization wide staff succession planning

7.2 Support employee training, enrichment, and recognition including team building opportunities

7.3 Establish clear performance standards for the workforce and provide annual employee reviews.

7.4 Promote diversity, equity, and inclusion in all hiring practices.

WRCOG Western Riverside Council of Governments

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Goal 7 (Employees)

Key Accomplishments:

- Completed updated Classification & Compensation Study
  - Results shared with the Executive Committee on 12/5/2022
  - Implementation will occur in Q1 2023
- Develop and implemented employee training program
  - WRCOG internal training portal
- Quarterly employee recognition and team-building events
- Updated performance evaluations
  - All employee evaluations completed using new template

Work in progress:

- Employee specific training and leadership development curriculum
- Updated personnel policies and procedures

Attachment

Committee member survey

WRCOG Committee Member Survey 2022

Tuesday, December 06, 2022

Powered by SurveyMonkey

1

16

Total Responses

Date Created: Wednesday, September 28, 2022

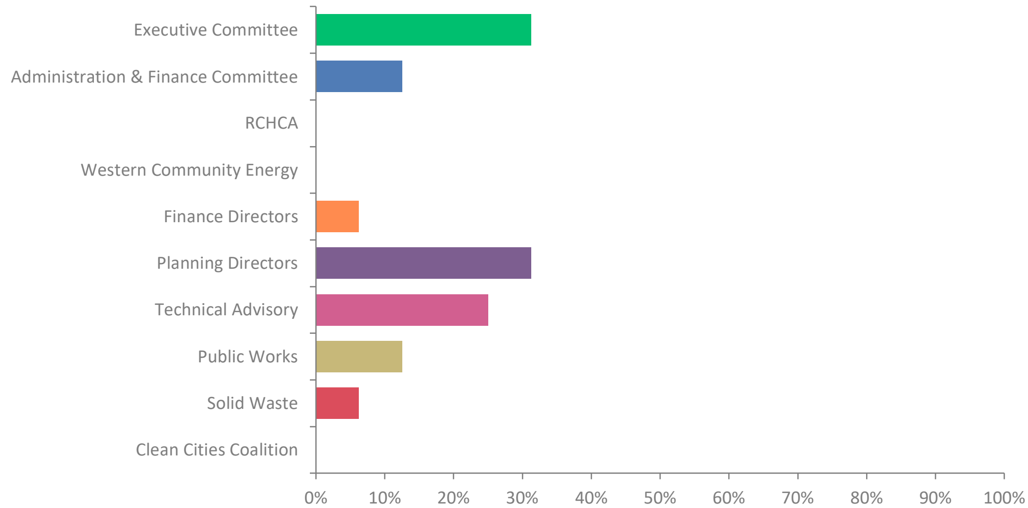
Complete Responses: 16

Powered by SurveyMonkey

2

Q1: What is your current role with WRCOG (check all that apply)

Answered: 16 Skipped: 0



Powered by SurveyMonkey

3

Q1: What is your current role with WRCOG (check all that apply)

Answered: 16 Skipped: 0

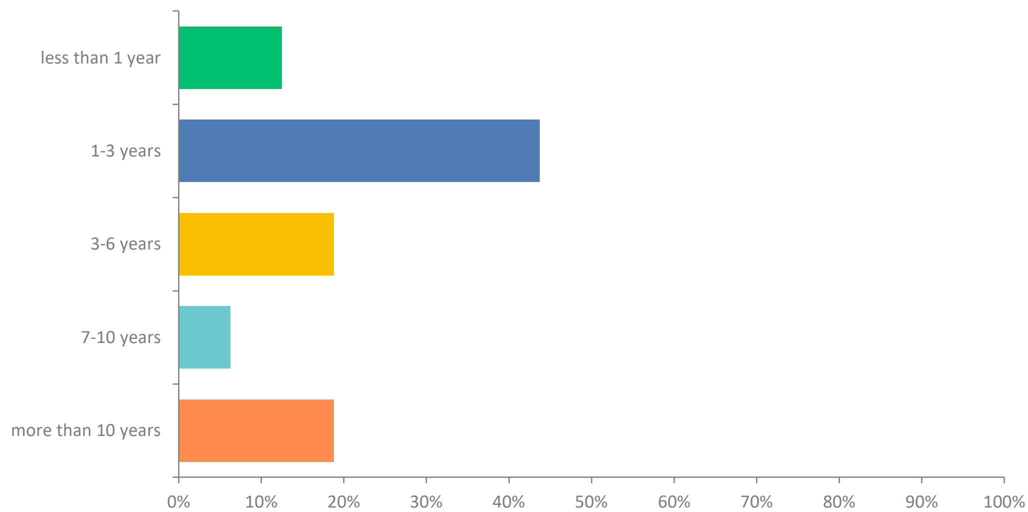
ANSWER CHOICES	RESPONSES	
Executive Committee	31.25%	5
Administration & Finance Committee	12.50%	2
RCHCA	0%	0
Western Community Energy	0%	0
Finance Directors	6.25%	1
Planning Directors	31.25%	5
Technical Advisory	25.00%	4
Public Works	12.50%	2
Solid Waste	6.25%	1

Powered by SurveyMonkey

4

Q2: How long have you been affiliated with WRCOG?

Answered: 16 Skipped: 0



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5

Q2: How long have you been affiliated with WRCOG?

Answered: 16 Skipped: 0

ANSWER CHOICES	RESPONSES	
less than 1 year	12.50%	2
1-3 years	43.75%	7
3-6 years	18.75%	3
7-10 years	6.25%	1
more than 10 years	18.75%	3
TOTAL		16

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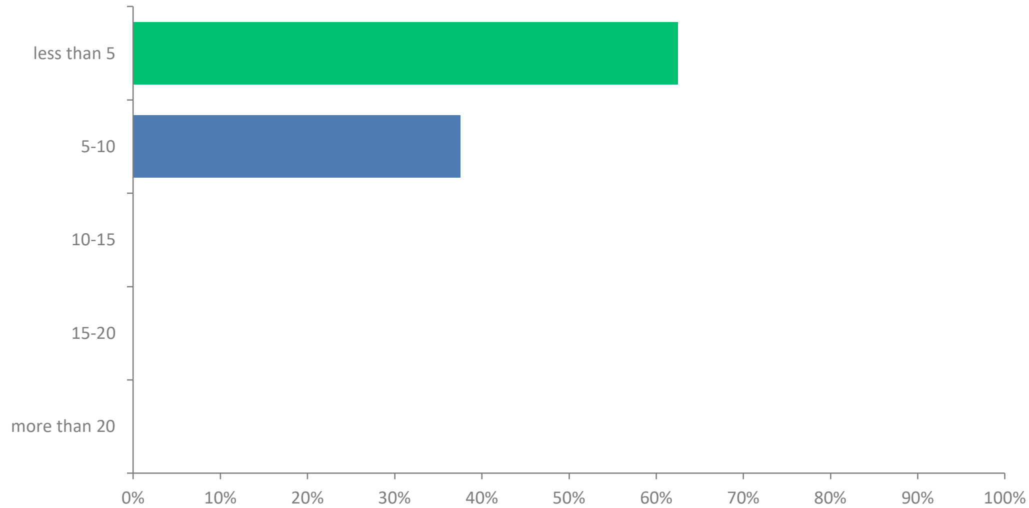
6

Q3: How many hours per MONTH do you devote to WRCOG activities?

Answered: 16 Skipped: 0



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Q3: How many hours per MONTH do you devote to WRCOG activities?

Answered: 16 Skipped: 0

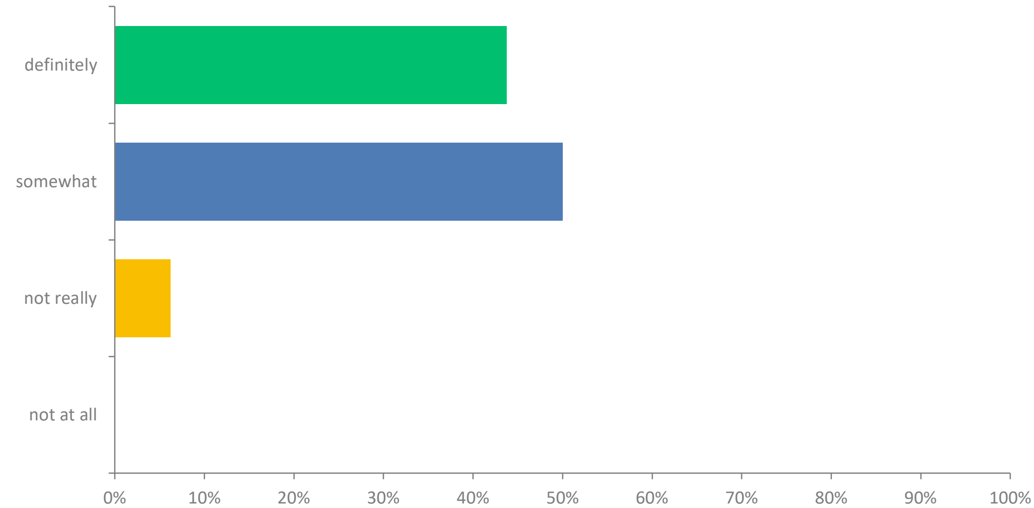
ANSWER CHOICES	RESPONSES	
less than 5	62.50%	10
5-10	37.50%	6
10-15	0%	0
15-20	0%	0
more than 20	0%	0
TOTAL		16

Powered by SurveyMonkey

8

Q4: Are you happy with the amount of time you spend on WRCOG activities?

Answered: 16 Skipped: 0



Powered by SurveyMonkey

9

Q4: Are you happy with the amount of time you spend on WRCOG activities?

Answered: 16 Skipped: 0

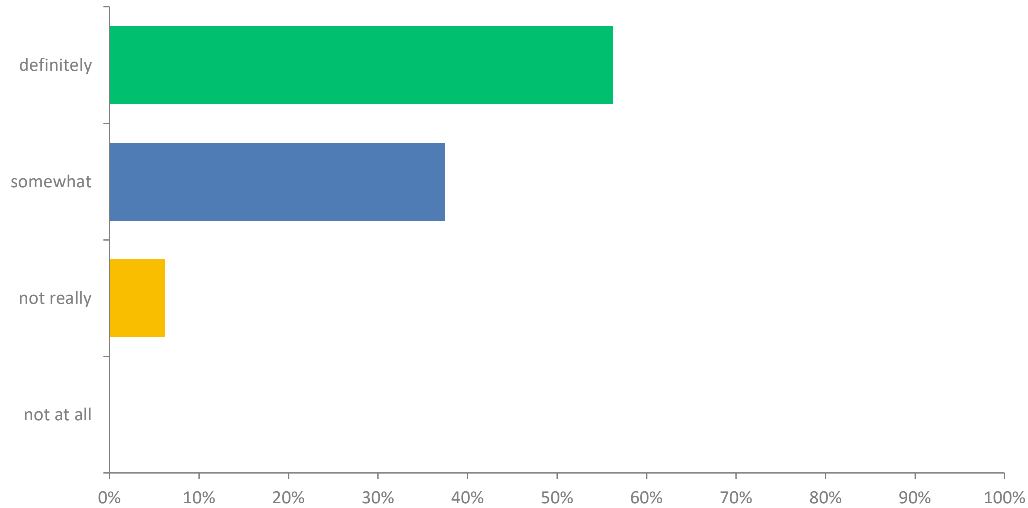
ANSWER CHOICES	RESPONSES	
definitely	43.75%	7
somewhat	50.0%	8
not really	6.25%	1
not at all	0%	0
TOTAL		16

Powered by SurveyMonkey

10

Q5: Are you proud to be associated with WRCOG?

Answered: 16 Skipped: 0



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Q5: Are you proud to be associated with WRCOG?

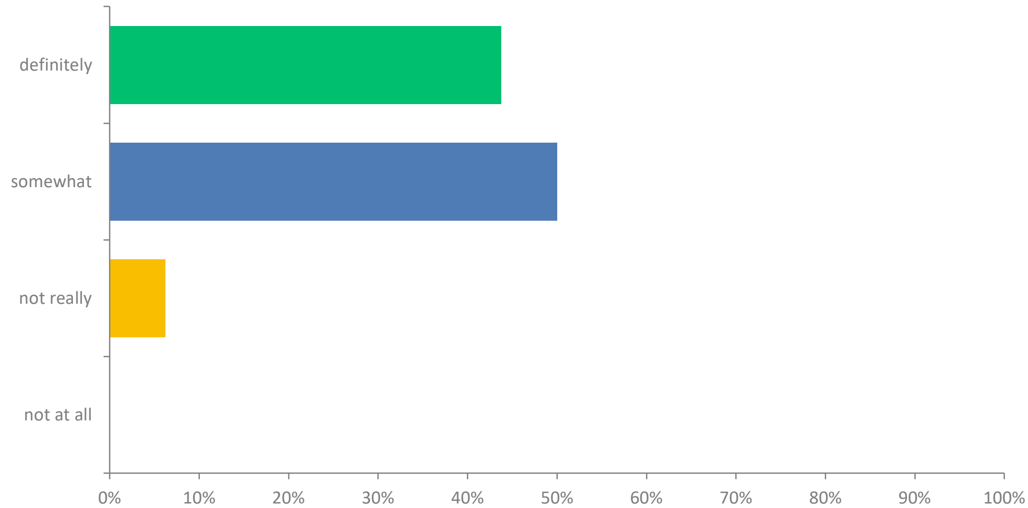
Answered: 16 Skipped: 0

ANSWER CHOICES	RESPONSES	
definitely	56.25%	9
somewhat	37.50%	6
not really	6.25%	1
not at all	0%	0
TOTAL		16

12

Q7: Do you have a clear understanding of WRCOG's purpose and benefit?

Answered: 16 Skipped: 0



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Q7: Do you have a clear understanding of WRCOG's purpose and benefit?

Answered: 16 Skipped: 0

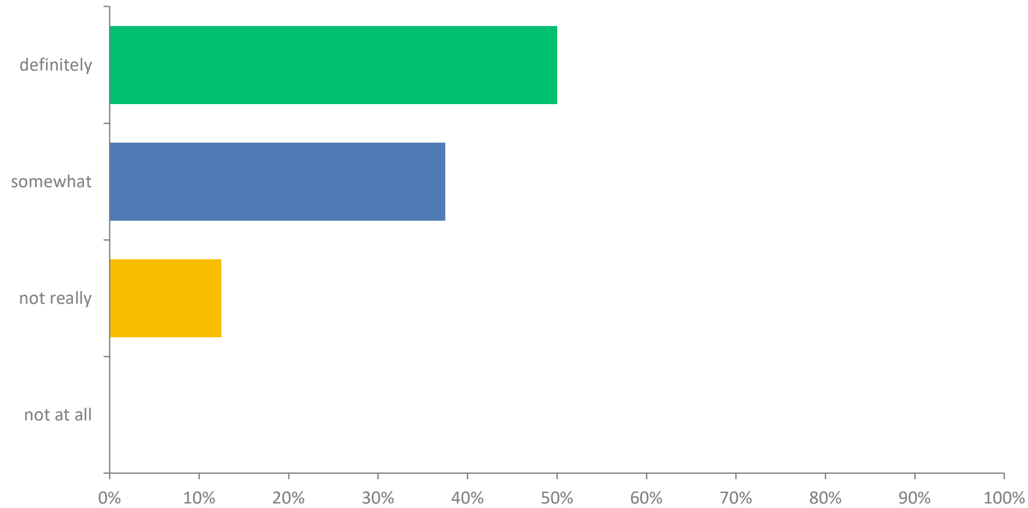
ANSWER CHOICES	RESPONSES	
definitely	43.75%	7
somewhat	50.0%	8
not really	6.25%	1
not at all	0%	0
TOTAL		16

Powered by SurveyMonkey

14

Q8: Does WRCOG currently have a good reputation?

Answered: 16 Skipped: 0



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Q8: Does WRCOG currently have a good reputation?

Answered: 16 Skipped: 0

ANSWER CHOICES	RESPONSES	
definitely	50.0%	8
somewhat	37.50%	6
not really	12.50%	2
not at all	0%	0
TOTAL		16

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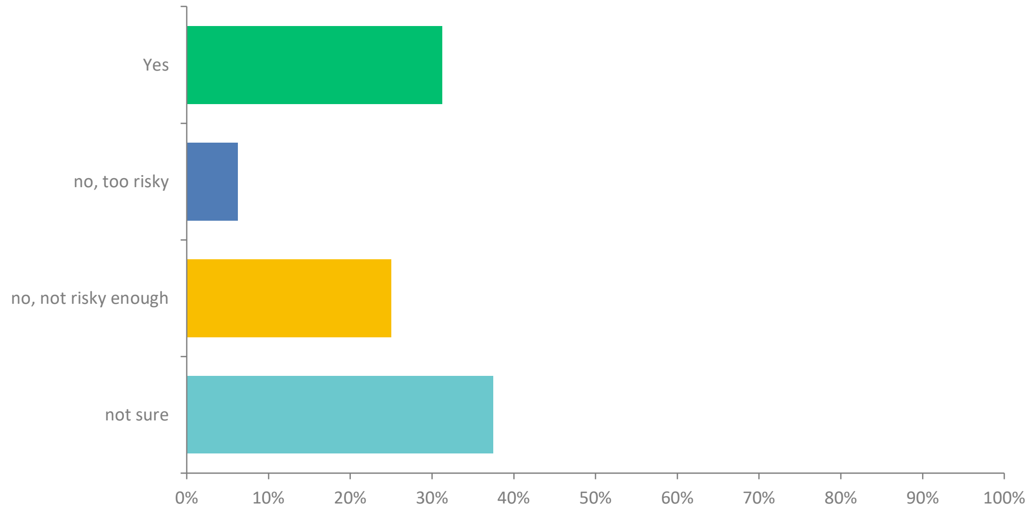
16

Q11: Does WRCOG take on the right amount of risks with its programs?

Answered: 16 Skipped: 0



17

Q11: Does WRCOG take on the right amount of risks with its programs?

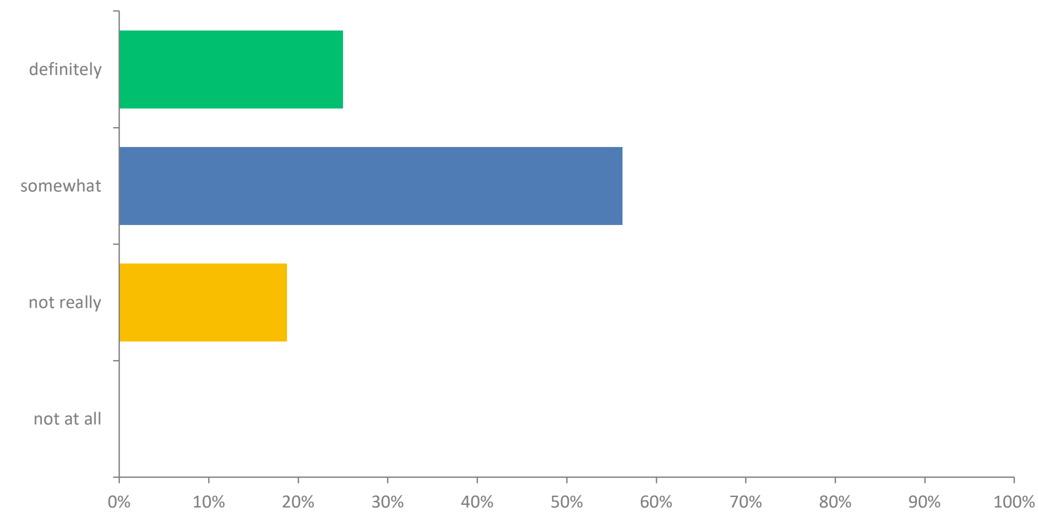
Answered: 16 Skipped: 0

ANSWER CHOICES	RESPONSES	
Yes	31.25%	5
no, too risky	6.25%	1
no, not risky enough	25.00%	4
not sure	37.50%	6
TOTAL		16

18

Q12: Are you well-informed on the full range of WRCOG activities and programs?

Answered: 16 Skipped: 0



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19

Q12: Are you well-informed on the full range of WRCOG activities and programs?

Answered: 16 Skipped: 0

ANSWER CHOICES	RESPONSES	
definitely	25.00%	4
somewhat	56.25%	9
not really	18.75%	3
not at all	0%	0
TOTAL		16

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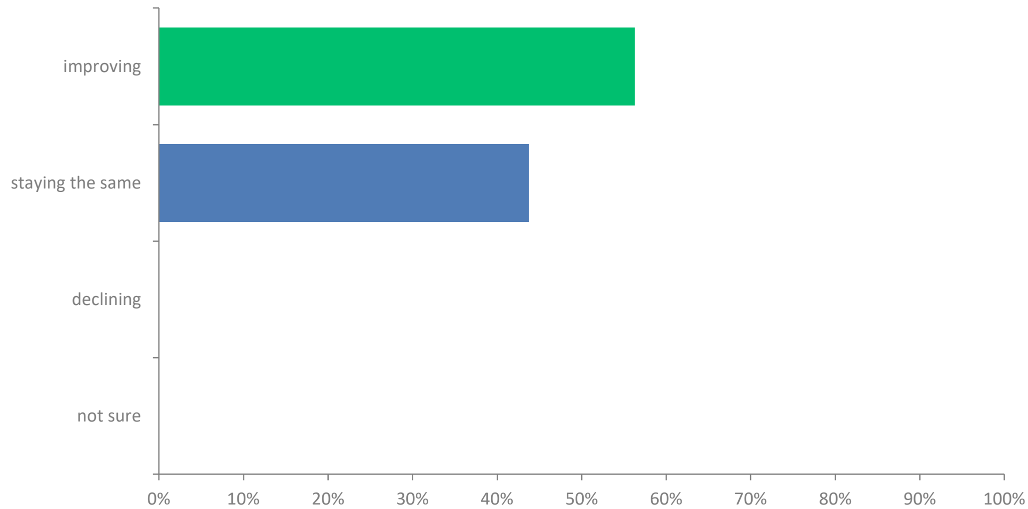
20

Q13: What's WRCOG's current trend or trajectory?

Answered: 16 Skipped: 0



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21

Q13: What's WRCOG's current trend or trajectory?

Answered: 16 Skipped: 0

ANSWER CHOICES	RESPONSES	
improving	56.25%	9
staying the same	43.75%	7
declining	0%	0
not sure	0%	0
TOTAL		16

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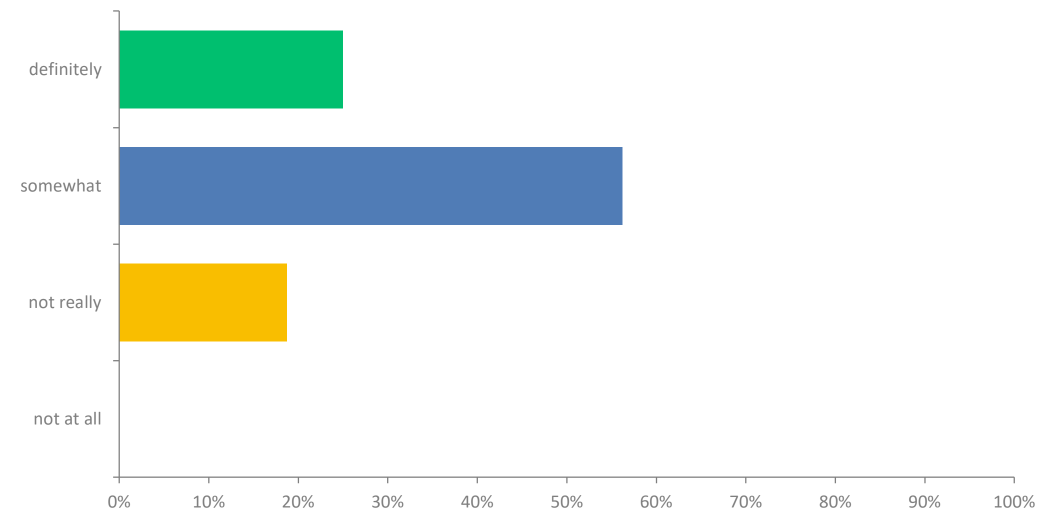
22

Q14: Does WRCOG do enough to fully vet new programs prior to implementation?

Answered: 16 Skipped: 0



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23

Q14: Does WRCOG do enough to fully vet new programs prior to implementation?

Answered: 16 Skipped: 0

ANSWER CHOICES	RESPONSES	
definitely	25.00%	4
somewhat	56.25%	9
not really	18.75%	3
not at all	0%	0
TOTAL		16

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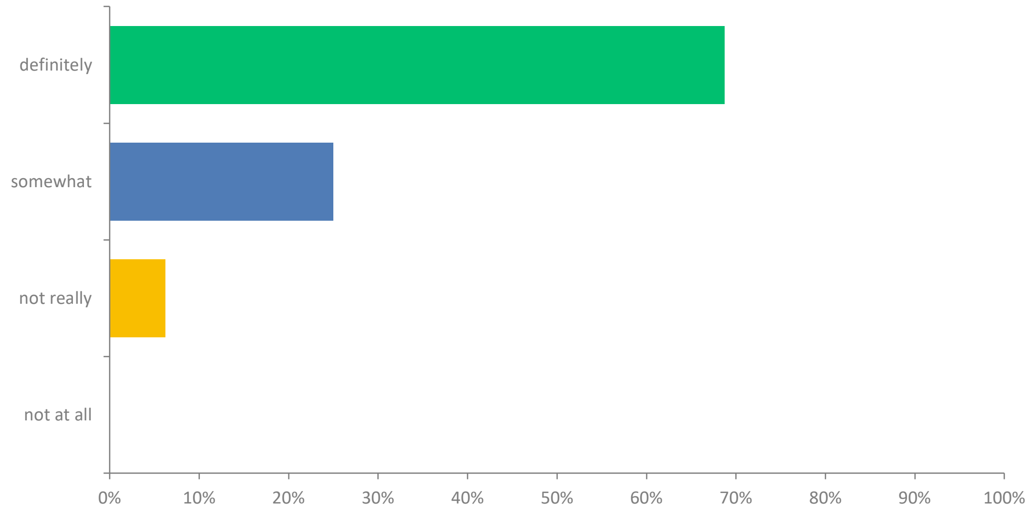
24

Q15: Do meeting agendas provide enough information to make decisions?

Answered: 16 Skipped: 0



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25

Q15: Do meeting agendas provide enough information to make decisions?

Answered: 16 Skipped: 0

ANSWER CHOICES	RESPONSES	
definitely	68.75%	11
somewhat	25.00%	4
not really	6.25%	1
not at all	0%	0
TOTAL		16

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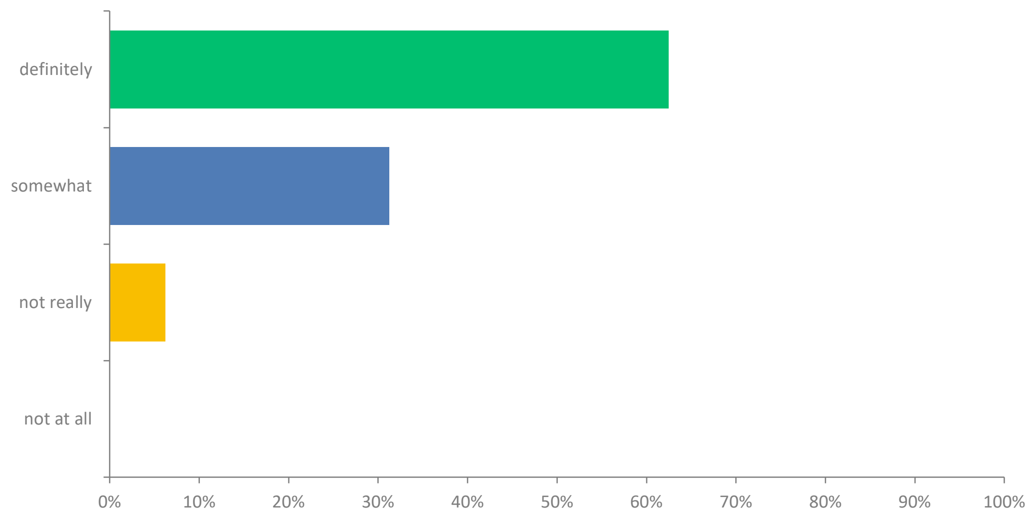
26

Q16: Are meeting agendas succinct enough to make the best use of your time?

Answered: 16 Skipped: 0



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27

Q16: Are meeting agendas succinct enough to make the best use of your time?

Answered: 16 Skipped: 0

ANSWER CHOICES	RESPONSES	
definitely	62.50%	10
somewhat	31.25%	5
not really	6.25%	1
not at all	0%	0
TOTAL		16

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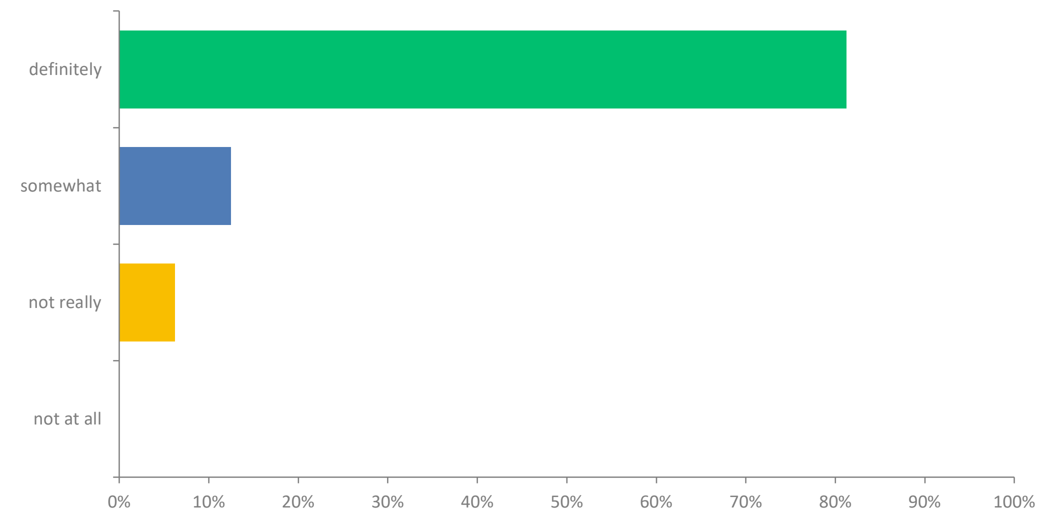
28

Q17: Do you have adequate support when reading through agendas?

Answered: 16 Skipped: 0



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29

Q17: Do you have adequate support when reading through agendas?

Answered: 16 Skipped: 0

ANSWER CHOICES	RESPONSES	
definitely	81.25%	13
somewhat	12.50%	2
not really	6.25%	1
not at all	0%	0
TOTAL		16

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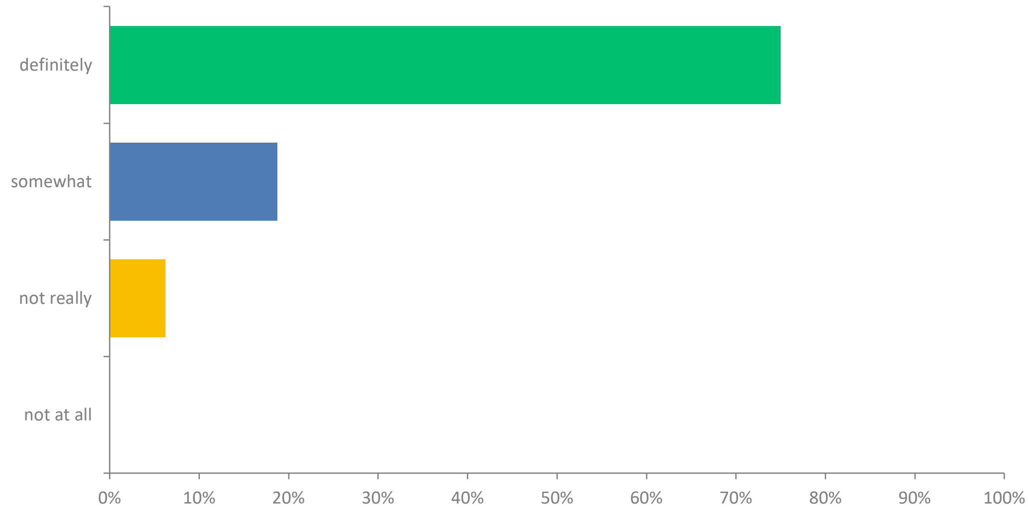
30

Q18: Are meeting agendas published early enough for you to prepare for the meetings?

Answered: 16 Skipped: 0



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31

Q18: Are meeting agendas published early enough for you to prepare for the meetings?

Answered: 16 Skipped: 0

ANSWER CHOICES	RESPONSES	
definitely	75.00%	12
somewhat	18.75%	3
not really	6.25%	1
not at all	0%	0
TOTAL		16

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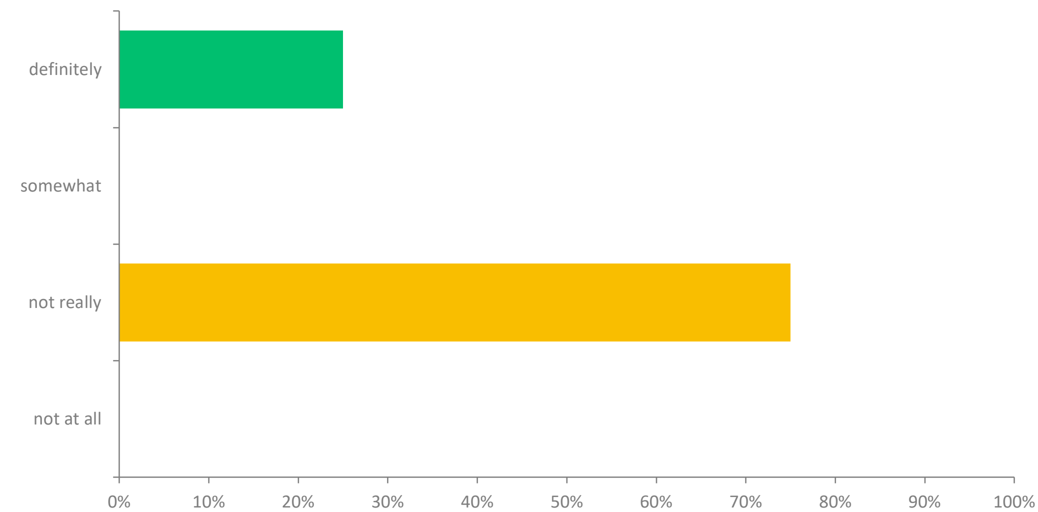
32

Q19: Have you observed any recent trends or patterns at WRCOG?

Answered: 16 Skipped: 0



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33

Q19: Have you observed any recent trends or patterns at WRCOG?

Answered: 16 Skipped: 0

ANSWER CHOICES	RESPONSES	
definitely	25.00%	4
somewhat	0%	0
not really	75.00%	12
not at all	0%	0
TOTAL		16

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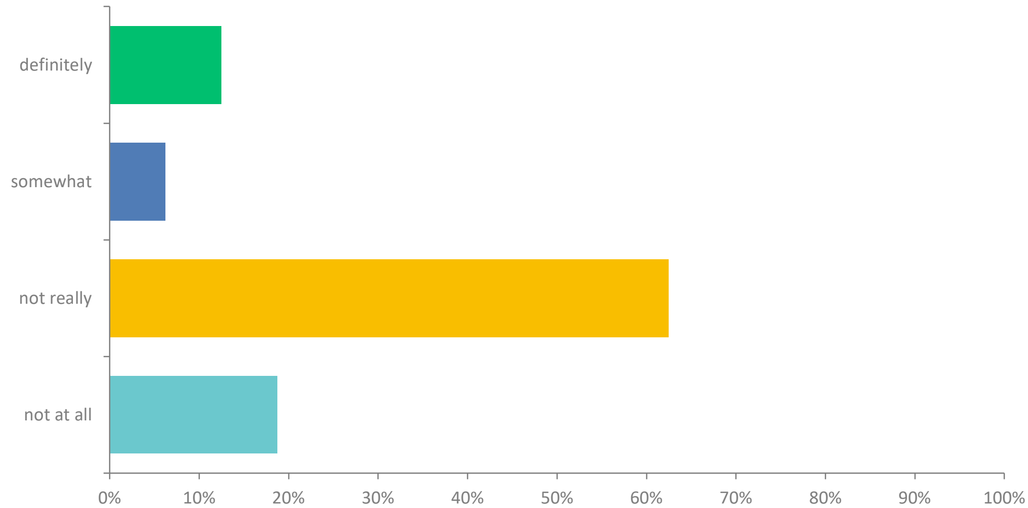
34

Q21: Do you have concerns about WRCOG's financial position or financial reporting practices?

Answered: 16 Skipped: 0



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35

Q21: Do you have concerns about WRCOG's financial position or financial reporting practices?

Answered: 16 Skipped: 0

ANSWER CHOICES	RESPONSES	
definitely	12.50%	2
somewhat	6.25%	1
not really	62.50%	10
not at all	18.75%	3
TOTAL		16

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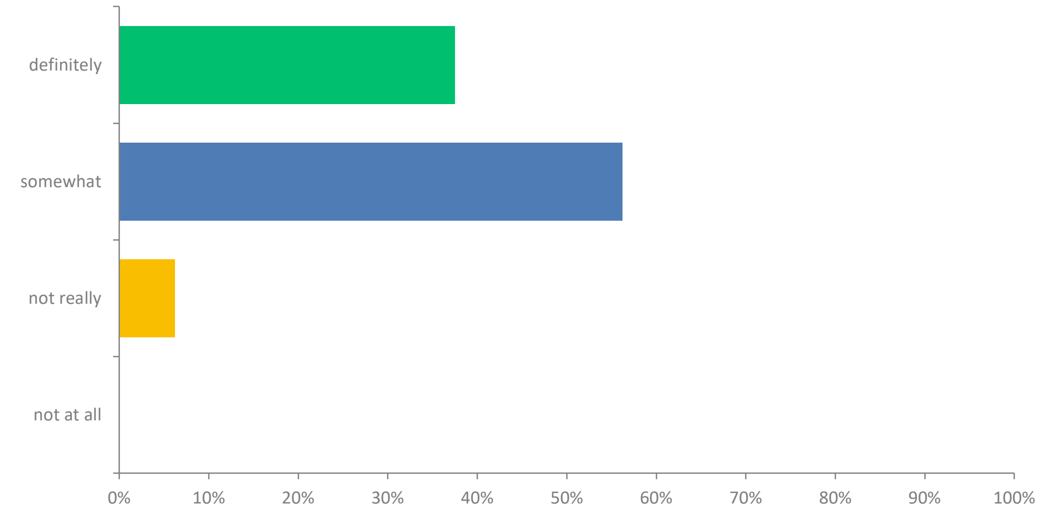
36

Q22: Do you receive the right TYPES of information about WRCOG activities?

Answered: 16 Skipped: 0



37

Q22: Do you receive the right TYPES of information about WRCOG activities?

Answered: 16 Skipped: 0

ANSWER CHOICES	RESPONSES	
definitely	37.50%	6
somewhat	56.25%	9
not really	6.25%	1
not at all	0%	0
TOTAL		16

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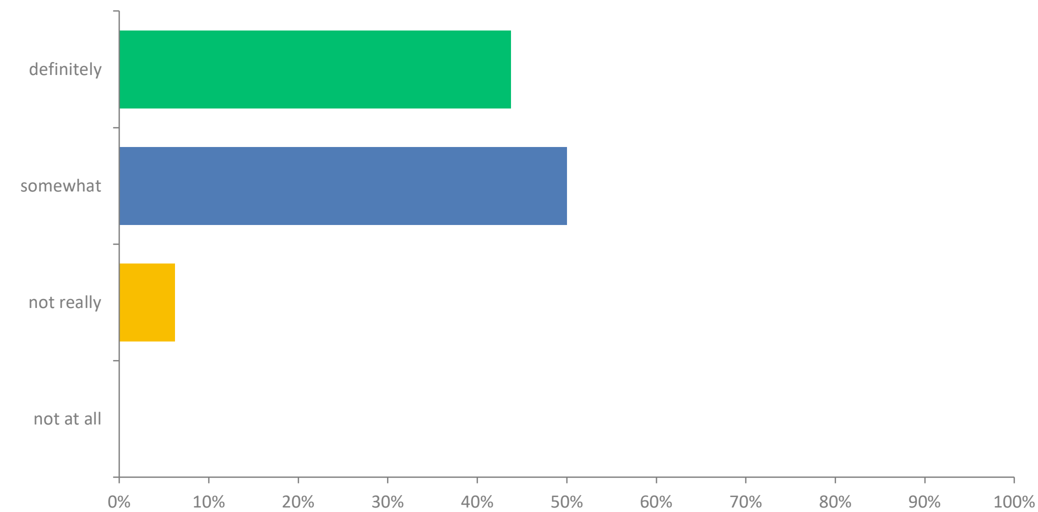
38

Q23: Do you receive the right AMOUNT of information about WRCOG activities?

Answered: 16 Skipped: 0



39

Q23: Do you receive the right AMOUNT of information about WRCOG activities?

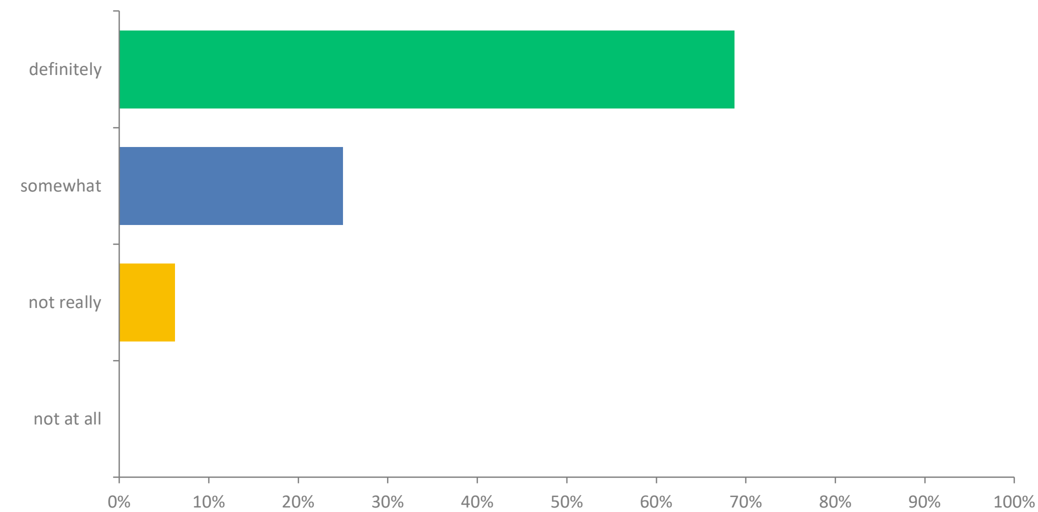
Answered: 16 Skipped: 0

ANSWER CHOICES	RESPONSES	
definitely	43.75%	7
somewhat	50.0%	8
not really	6.25%	1
not at all	0%	0
TOTAL		16

40

Q24: Do you receive timely communications on time sensitive issues?

Answered: 16   Skipped: 0



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41

Q24: Do you receive timely communications on time sensitive issues?

Answered: 16   Skipped: 0

ANSWER CHOICES	RESPONSES	
definitely	68.75%	11
somewhat	25.00%	4
not really	6.25%	1
not at all	0%	0
TOTAL		16

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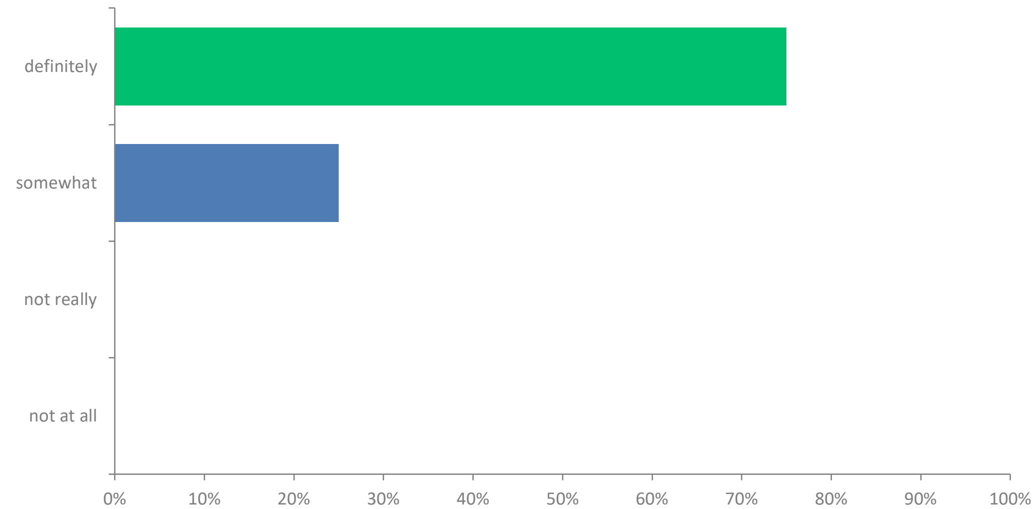
42

Q30: Do you have confidence in WRCOG's senior staff?

Answered: 16 Skipped: 0



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43

Q30: Do you have confidence in WRCOG's senior staff?

Answered: 16 Skipped: 0

ANSWER CHOICES	RESPONSES	
definitely	75.00%	12
somewhat	25.00%	4
not really	0%	0
not at all	0%	0
TOTAL		16

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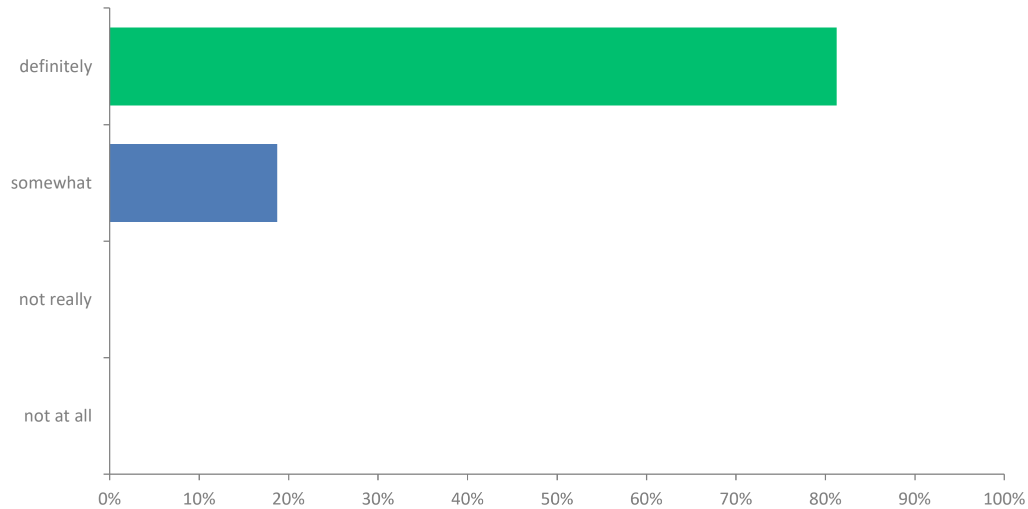
44

Q31: Do you have confidence in WRCOG's support staff?

Answered: 16 Skipped: 0



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45

Q31: Do you have confidence in WRCOG's support staff?

Answered: 16 Skipped: 0

ANSWER CHOICES	RESPONSES	
definitely	81.25%	13
somewhat	18.75%	3
not really	0%	0
not at all	0%	0
TOTAL		16

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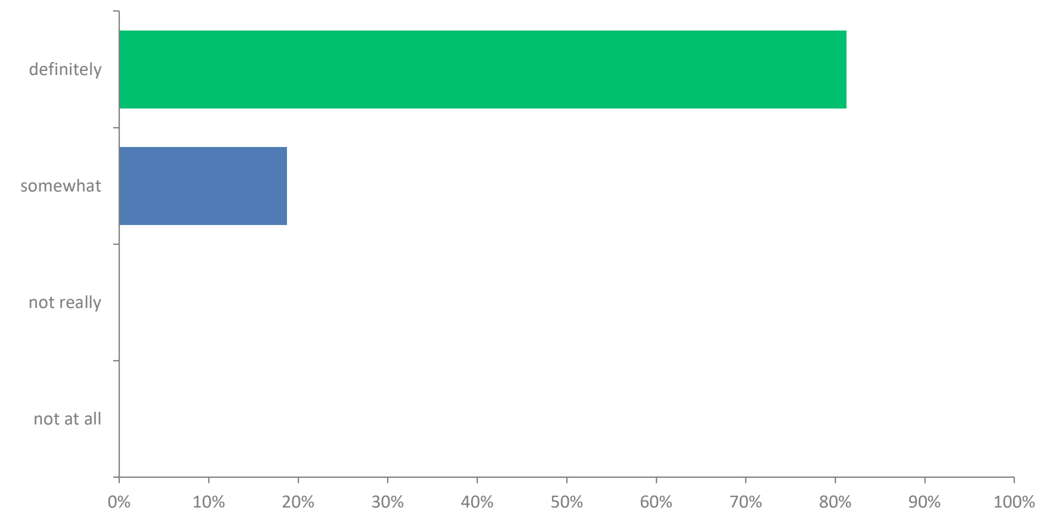
46

Q32: Do you have confidence in WRCOG's technical staff?

Answered: 16   Skipped: 0



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47

Q32: Do you have confidence in WRCOG's technical staff?

Answered: 16   Skipped: 0

ANSWER CHOICES	RESPONSES	
definitely	81.25%	13
somewhat	18.75%	3
not really	0%	0
not at all	0%	0
TOTAL		16

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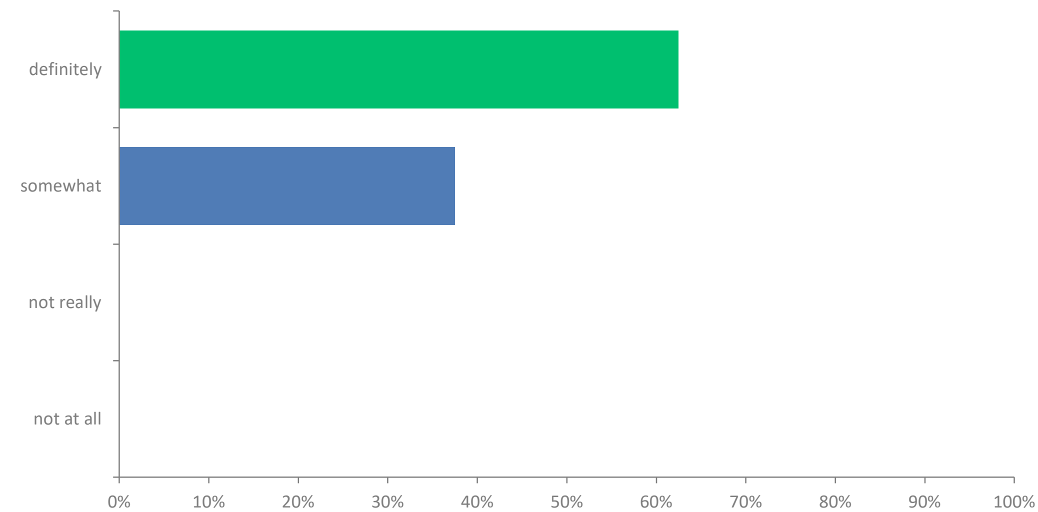
48

Q35: Do you feel your input is accepted by your peers?

Answered: 16 Skipped: 0



49

Q35: Do you feel your input is accepted by your peers?

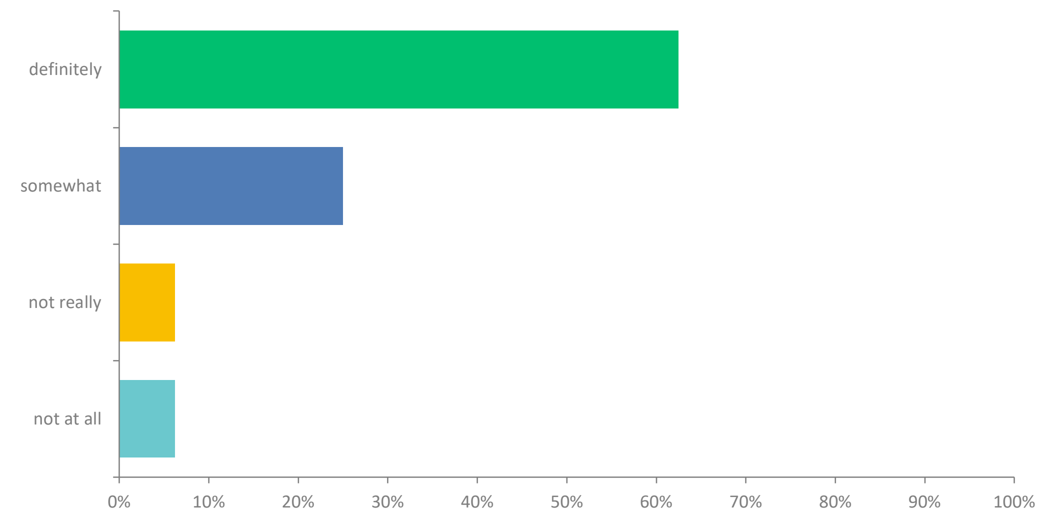
Answered: 16 Skipped: 0

ANSWER CHOICES	RESPONSES	
definitely	62.50%	10
somewhat	37.50%	6
not really	0%	0
not at all	0%	0
TOTAL		16

50

Q37: Should WRCOG take a more active advocacy role with state and local policymakers?

Answered: 16 Skipped: 0



51

Q37: Should WRCOG take a more active advocacy role with state and local policymakers?

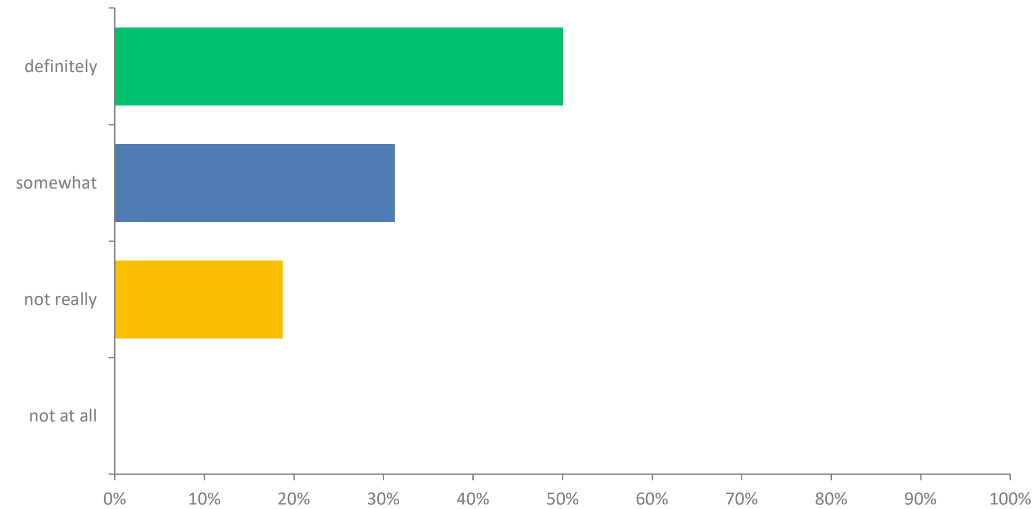
Answered: 16 Skipped: 0

ANSWER CHOICES	RESPONSES	
definitely	62.50%	10
somewhat	25.00%	4
not really	6.25%	1
not at all	6.25%	1
TOTAL		16

52

Q40: Does WRCOG add value to your organization?

Answered: 16 Skipped: 0



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53

Q40: Does WRCOG add value to your organization?

Answered: 16 Skipped: 0

ANSWER CHOICES	RESPONSES	
definitely	50.0%	8
somewhat	31.25%	5
not really	18.75%	3
not at all	0%	0
TOTAL		16

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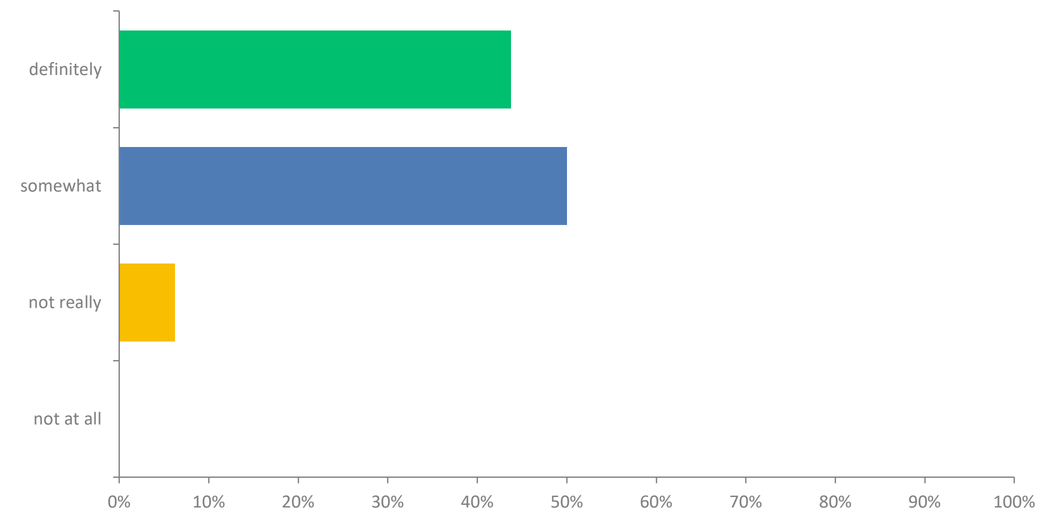
54

Q42: Is your agency willing to partner with WRCOG on training, procurement, or other areas?

Answered: 16 Skipped: 0



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55

Q42: Is your agency willing to partner with WRCOG on training, procurement, or other areas?

Answered: 16 Skipped: 0

ANSWER CHOICES	RESPONSES	
definitely	43.75%	7
somewhat	50.0%	8
not really	6.25%	1
not at all	0%	0
TOTAL		16

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56

Attachment

Staff survey

WRCOG Staff Survey 2022

Tuesday, December 06, 2022

Powered by SurveyMonkey

1

21

Total Responses

Date Created: Wednesday, September 28, 2022

Complete Responses: 21

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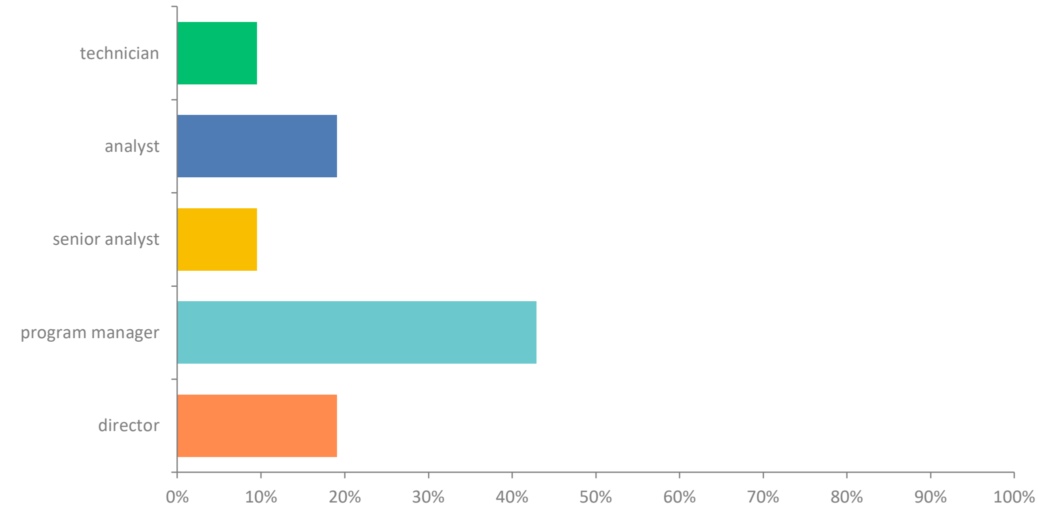
2

Q1: What is your role at WRCOG?

Answered: 21 Skipped: 0



3

Q1: What is your role at WRCOG?

Answered: 21 Skipped: 0

ANSWER CHOICES	RESPONSES	
technician	9.52%	2
analyst	19.05%	4
senior analyst	9.52%	2
program manager	42.86%	9
director	19.05%	4
TOTAL		21

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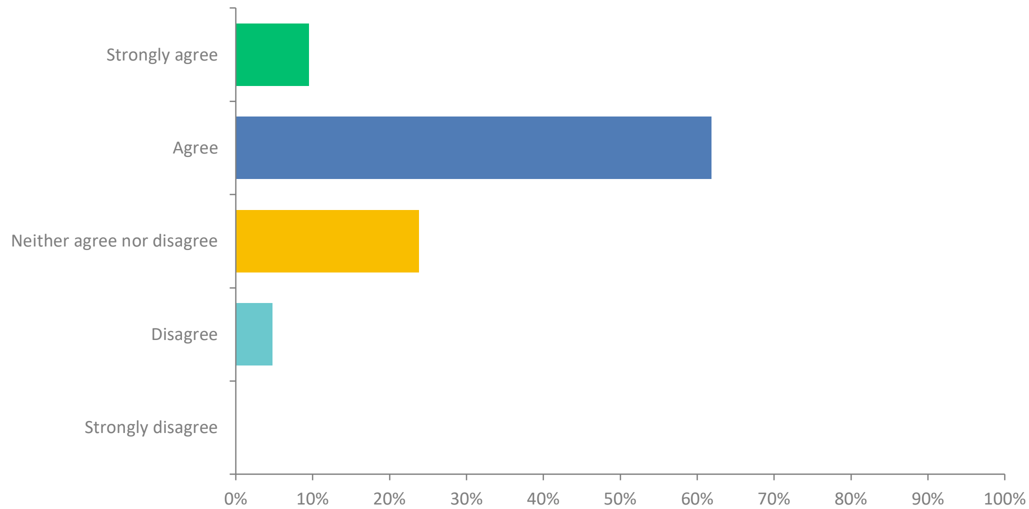
4

Q2: I am concerned about COVID.

Answered: 21 Skipped: 0



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5

Q2: I am concerned about COVID.

Answered: 21 Skipped: 0

ANSWER CHOICES	RESPONSES	
Strongly agree	9.52%	2
Agree	61.90%	13
Neither agree nor disagree	23.81%	5
Disagree	4.76%	1
Strongly disagree	0%	0
TOTAL		21

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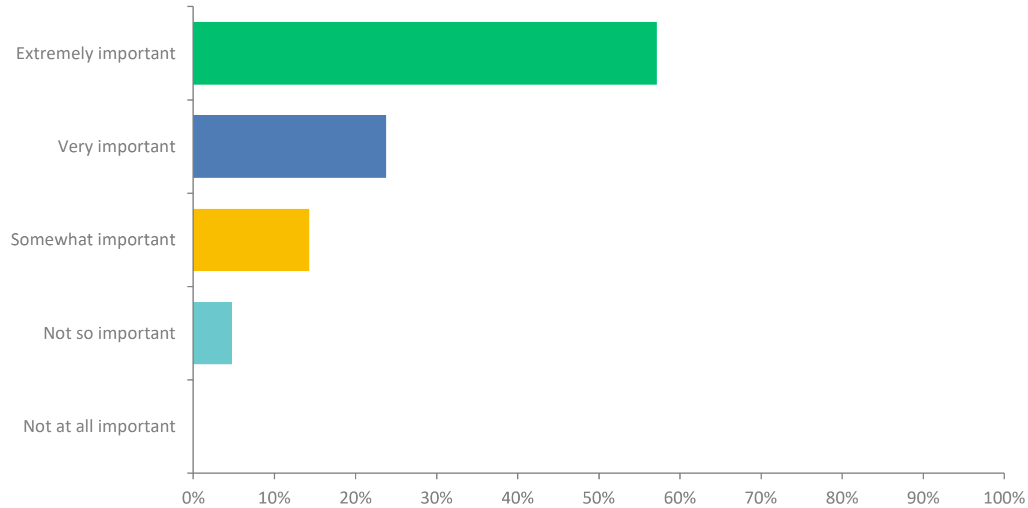
6

Q3: How important is a remote work option?

Answered: 21 Skipped: 0



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7

Q3: How important is a remote work option?

Answered: 21 Skipped: 0

ANSWER CHOICES	RESPONSES	
Extremely important	57.14%	12
Very important	23.81%	5
Somewhat important	14.29%	3
Not so important	4.76%	1
Not at all important	0%	0
TOTAL		21

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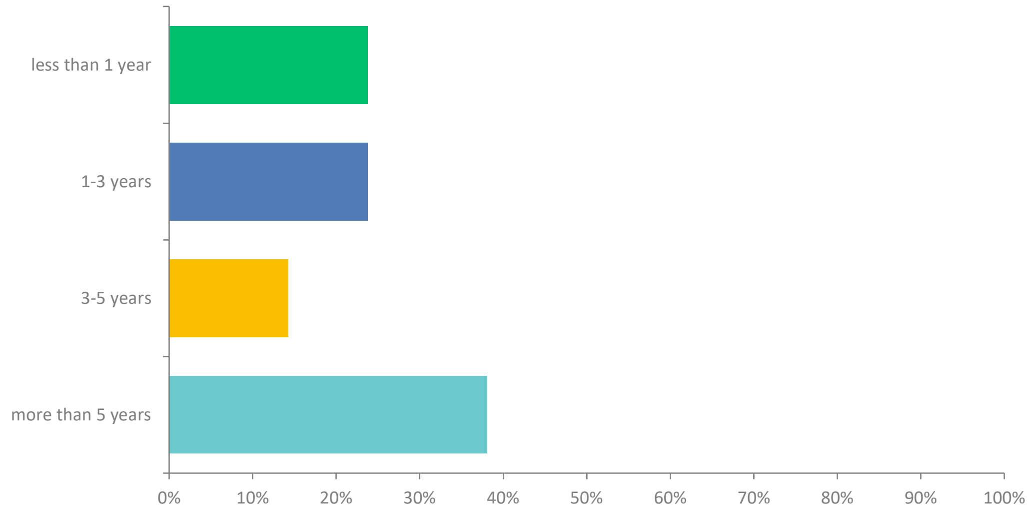
8

Q5: How long have you worked for WRCOG?

Answered: 21   Skipped: 0



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9

Q5: How long have you worked for WRCOG?

Answered: 21   Skipped: 0

ANSWER CHOICES	RESPONSES	
less than 1 year	23.81%	5
1-3 years	23.81%	5
3-5 years	14.29%	3
more than 5 years	38.10%	8
TOTAL		21

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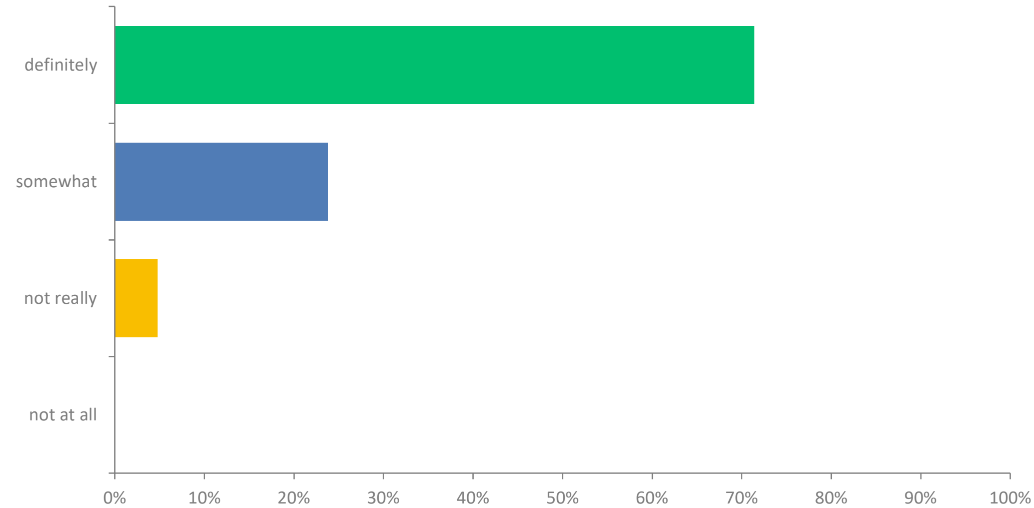
10

Q6: Does WRCOG care about, and support, the needs of you and your family?

Answered: 21 Skipped: 0



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11

Q6: Does WRCOG care about, and support, the needs of you and your family?

Answered: 21 Skipped: 0

ANSWER CHOICES	RESPONSES	
definitely	71.43%	15
somewhat	23.81%	5
not really	4.76%	1
not at all	0%	0
TOTAL		21

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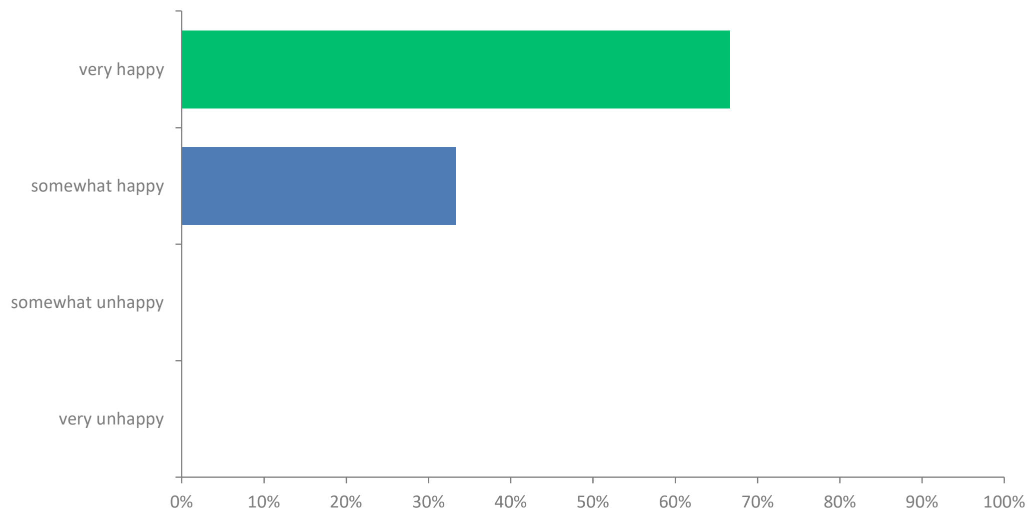
12

Q7: How happy are you working for WRCOG?

Answered: 21 Skipped: 0



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13

Q7: How happy are you working for WRCOG?

Answered: 21 Skipped: 0

ANSWER CHOICES	RESPONSES	
very happy	66.67%	14
somewhat happy	33.33%	7
somewhat unhappy	0%	0
very unhappy	0%	0
TOTAL		21

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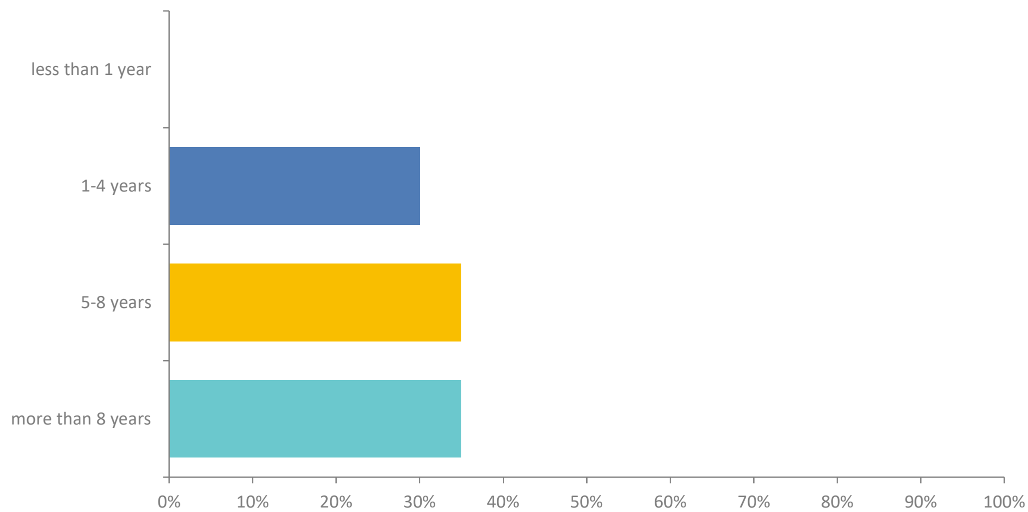
14

Q9: How much longer do you plan to work for WRCOG?

Answered: 20 Skipped: 1



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15

Q9: How much longer do you plan to work for WRCOG?

Answered: 20 Skipped: 1

ANSWER CHOICES	RESPONSES	
less than 1 year	0%	0
1-4 years	30.0%	6
5-8 years	35.00%	7
more than 8 years	35.00%	7
TOTAL		20

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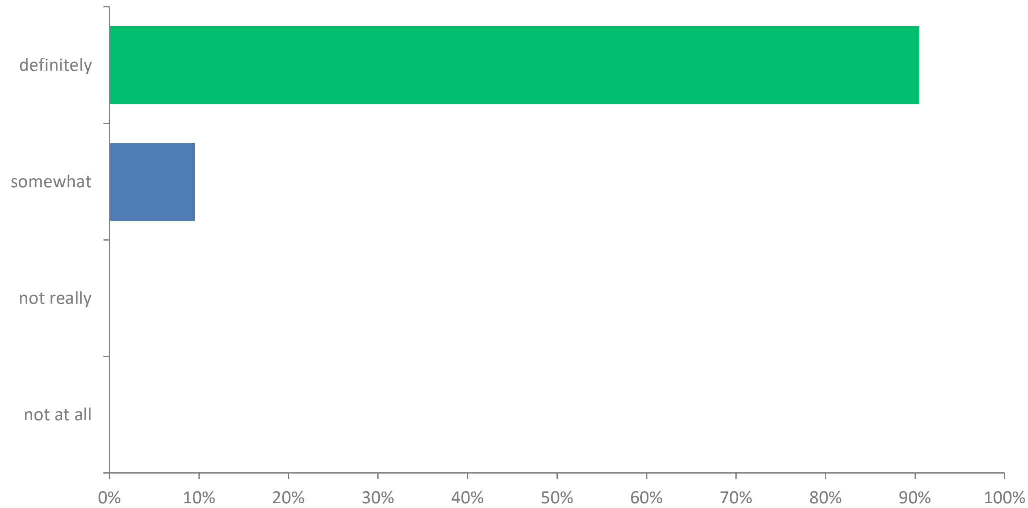
16

Q10: Has WRCOG's COVID response protected you or your coworkers?

Answered: 21 Skipped: 0



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17

Q10: Has WRCOG's COVID response protected you or your coworkers?

Answered: 21 Skipped: 0

ANSWER CHOICES	RESPONSES	
definitely	90.48%	19
somewhat	9.52%	2
not really	0%	0
not at all	0%	0
TOTAL		21

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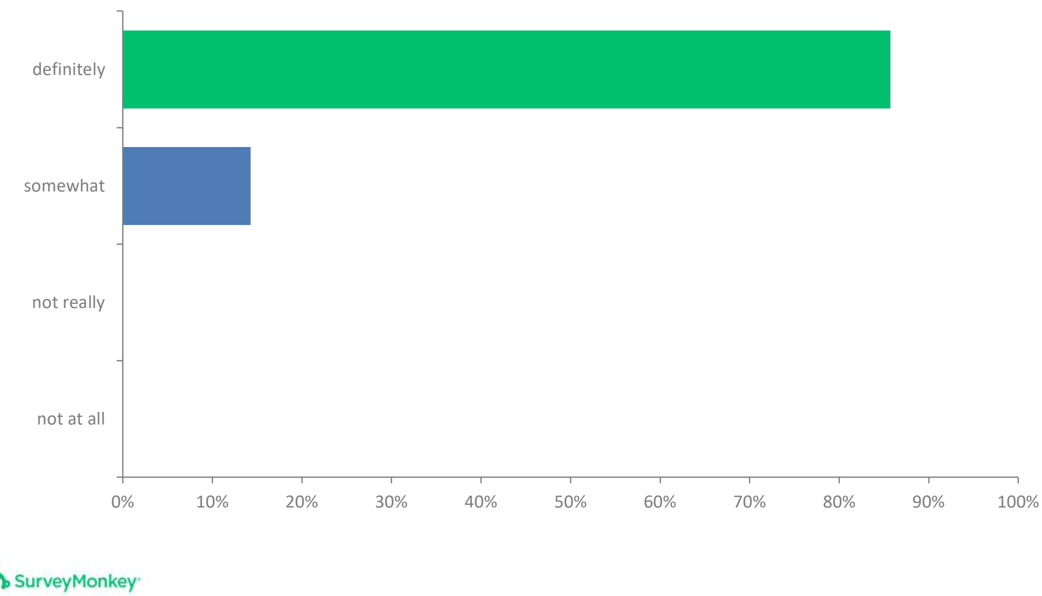
18

Q12: Do you add value to WRCOG?

Answered: 21 Skipped: 0



19

Q12: Do you add value to WRCOG?

Answered: 21 Skipped: 0

ANSWER CHOICES	RESPONSES	
definitely	85.71%	18
somewhat	14.29%	3
not really	0%	0
not at all	0%	0
TOTAL		21

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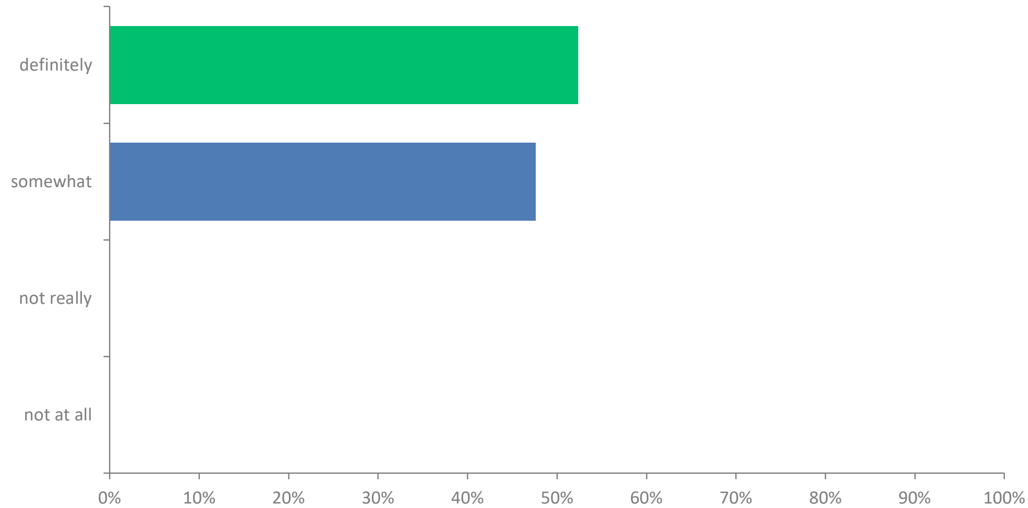
20

Q13: Does WRCOG recognize and appreciate the value you bring?

Answered: 21 Skipped: 0



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21

Q13: Does WRCOG recognize and appreciate the value you bring?

Answered: 21 Skipped: 0

ANSWER CHOICES	RESPONSES	
definitely	52.38%	11
somewhat	47.62%	10
not really	0%	0
not at all	0%	0
TOTAL		21

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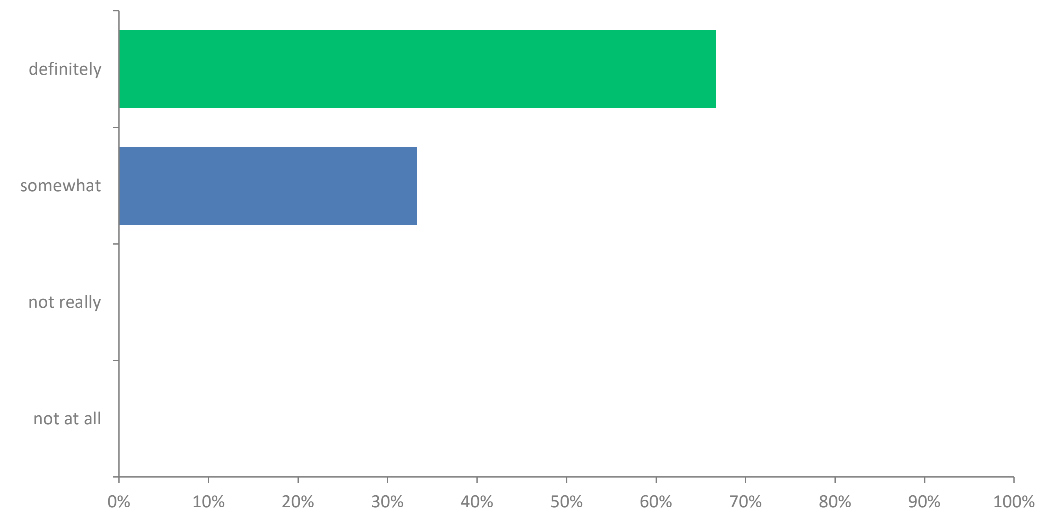
22

Q15: Do you feel qualified to perform the duties of your job?

Answered: 21 Skipped: 0



23

Q15: Do you feel qualified to perform the duties of your job?

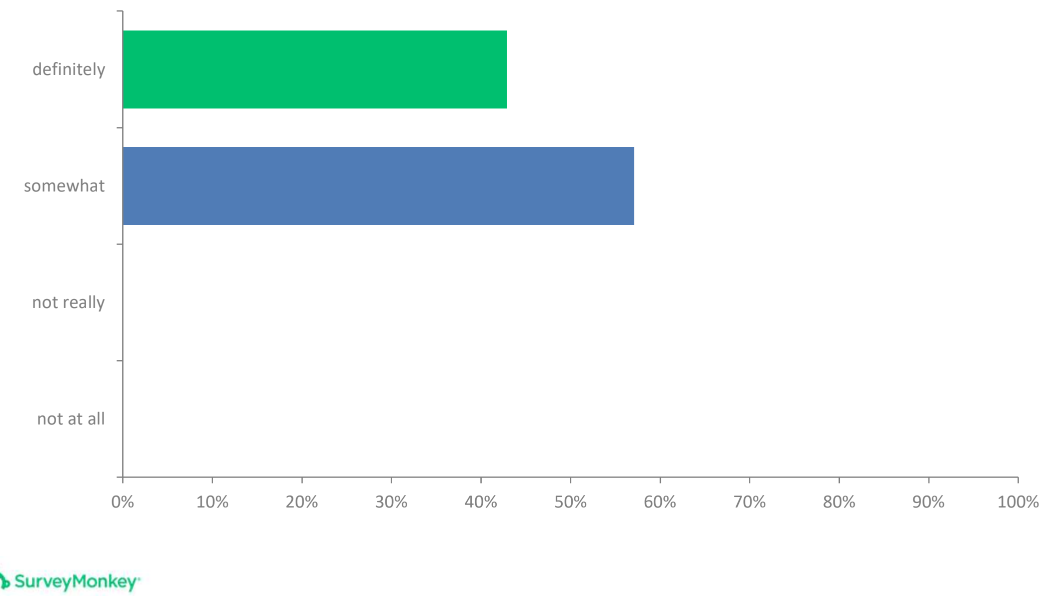
Answered: 21 Skipped: 0

ANSWER CHOICES	RESPONSES	
definitely	66.67%	14
somewhat	33.33%	7
not really	0%	0
not at all	0%	0
TOTAL		21

24

Q16: Do you receive adequate training to do your job well?

Answered: 21 Skipped: 0



25

Q16: Do you receive adequate training to do your job well?

Answered: 21 Skipped: 0

ANSWER CHOICES	RESPONSES	
definitely	42.86%	9
somewhat	57.14%	12
not really	0%	0
not at all	0%	0
TOTAL		21

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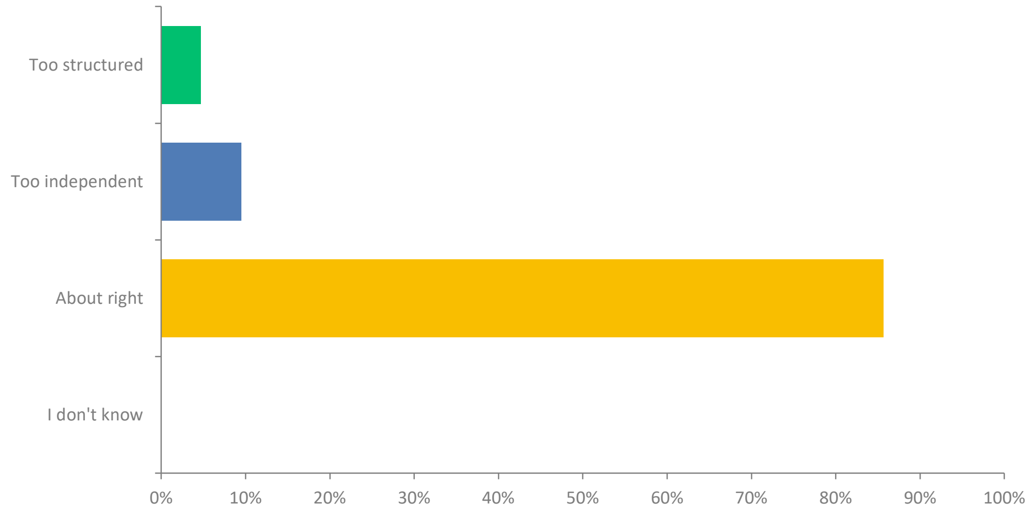
26

Q17: Does your work environment offer the right balance of structure and independence?

Answered: 21 Skipped: 0



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27

Q17: Does your work environment offer the right balance of structure and independence?

Answered: 21 Skipped: 0

ANSWER CHOICES	RESPONSES	
Too structured	4.76%	1
Too independent	9.52%	2
About right	85.71%	18
I don't know	0%	0
TOTAL		21

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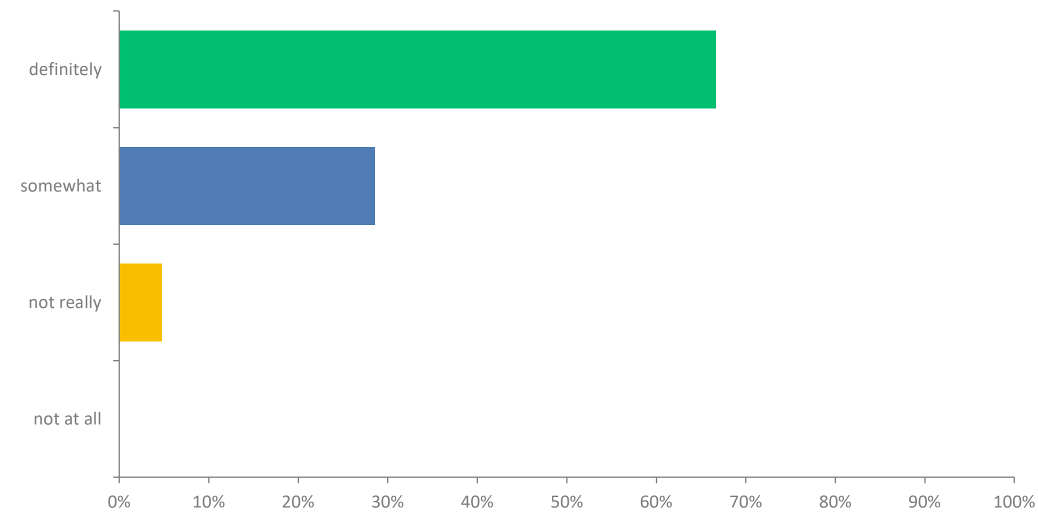
28

Q18: Does WRCOG care about your professional growth?

Answered: 21 Skipped: 0



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29

Q18: Does WRCOG care about your professional growth?

Answered: 21 Skipped: 0

ANSWER CHOICES	RESPONSES	
definitely	66.67%	14
somewhat	28.57%	6
not really	4.76%	1
not at all	0%	0
TOTAL		21

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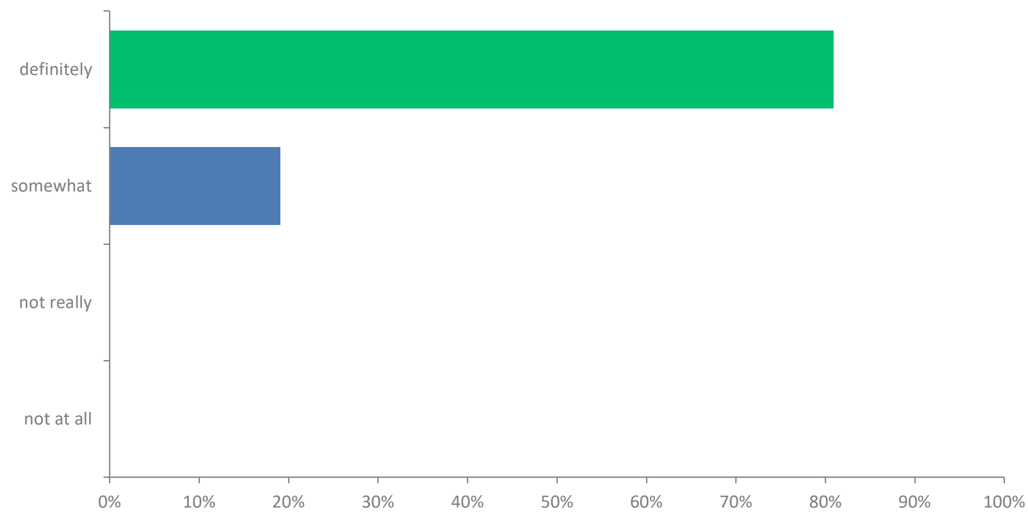
30

Q19: Are you interested in more professional growth opportunities?

Answered: 21 Skipped: 0



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31

Q19: Are you interested in more professional growth opportunities?

Answered: 21 Skipped: 0

ANSWER CHOICES	RESPONSES	
definitely	80.95%	17
somewhat	19.05%	4
not really	0%	0
not at all	0%	0
TOTAL		21

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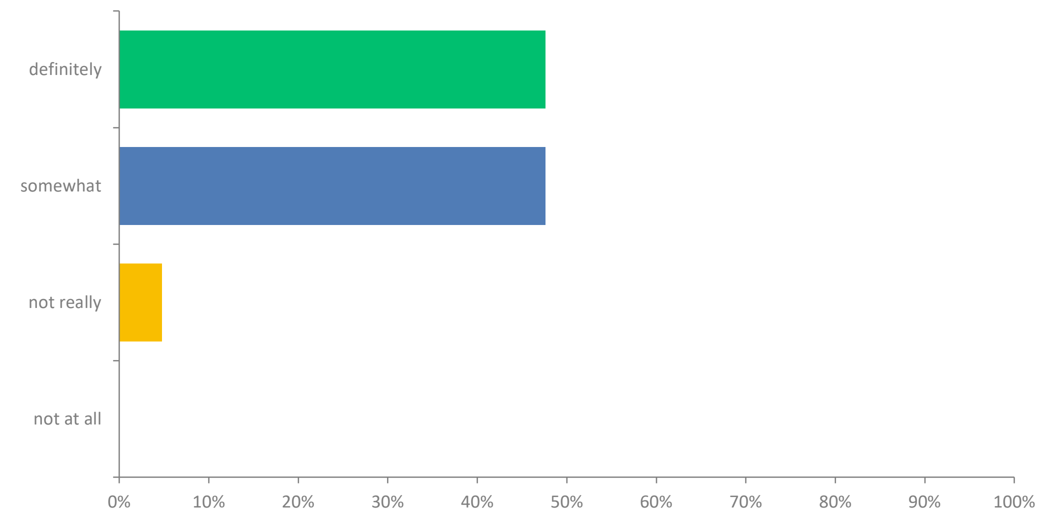
32

Q20: Are you offered opportunities for professional growth?

Answered: 21 Skipped: 0



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33

Q20: Are you offered opportunities for professional growth?

Answered: 21 Skipped: 0

ANSWER CHOICES	RESPONSES	
definitely	47.62%	10
somewhat	47.62%	10
not really	4.76%	1
not at all	0%	0
TOTAL		21

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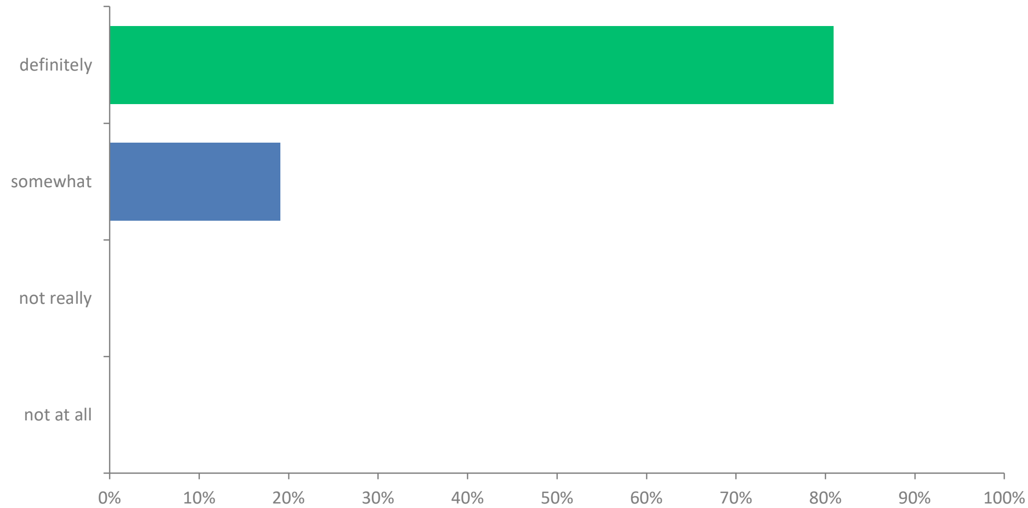
34

Q21: Do you feel challenged in your job?

Answered: 21 Skipped: 0



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35

Q21: Do you feel challenged in your job?

Answered: 21 Skipped: 0

ANSWER CHOICES	RESPONSES	
definitely	80.95%	17
somewhat	19.05%	4
not really	0%	0
not at all	0%	0
TOTAL		21

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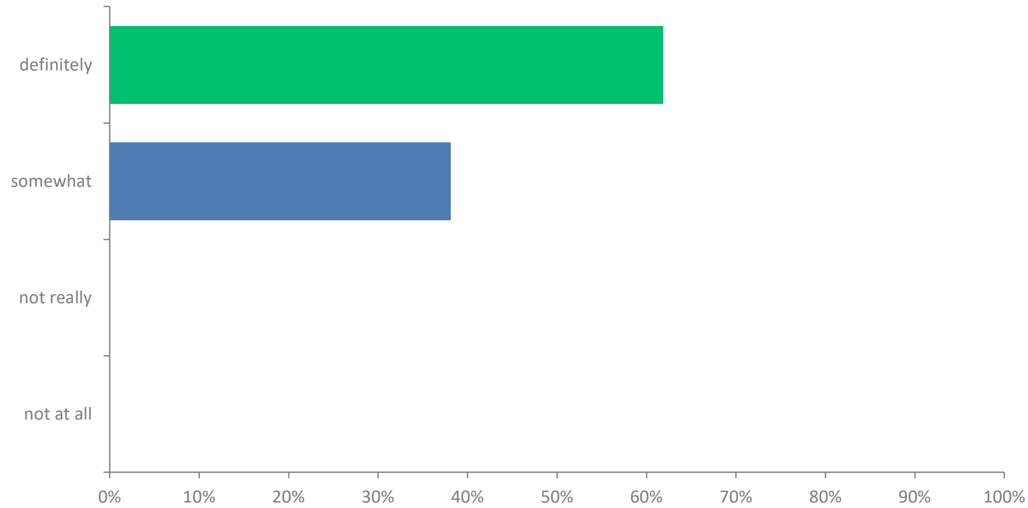
36

Q22: Do you feel appreciated at WRCOG?

Answered: 21 Skipped: 0



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37

Q22: Do you feel appreciated at WRCOG?

Answered: 21 Skipped: 0

ANSWER CHOICES	RESPONSES	
definitely	61.90%	13
somewhat	38.10%	8
not really	0%	0
not at all	0%	0
TOTAL		21

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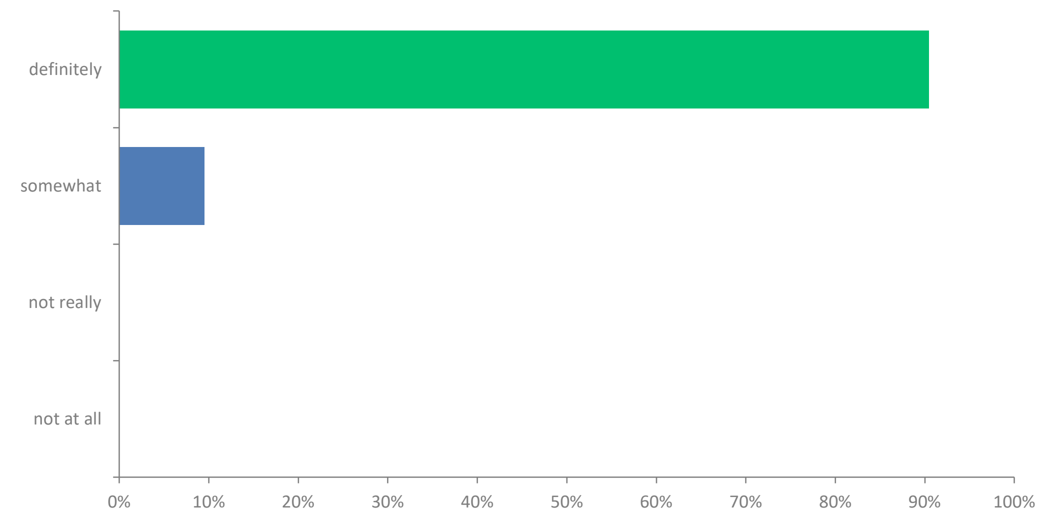
38

Q23: Do you clearly understand the expectations of your job?

Answered: 21 Skipped: 0



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39

Q23: Do you clearly understand the expectations of your job?

Answered: 21 Skipped: 0

ANSWER CHOICES	RESPONSES	
definitely	90.48%	19
somewhat	9.52%	2
not really	0%	0
not at all	0%	0
TOTAL		21

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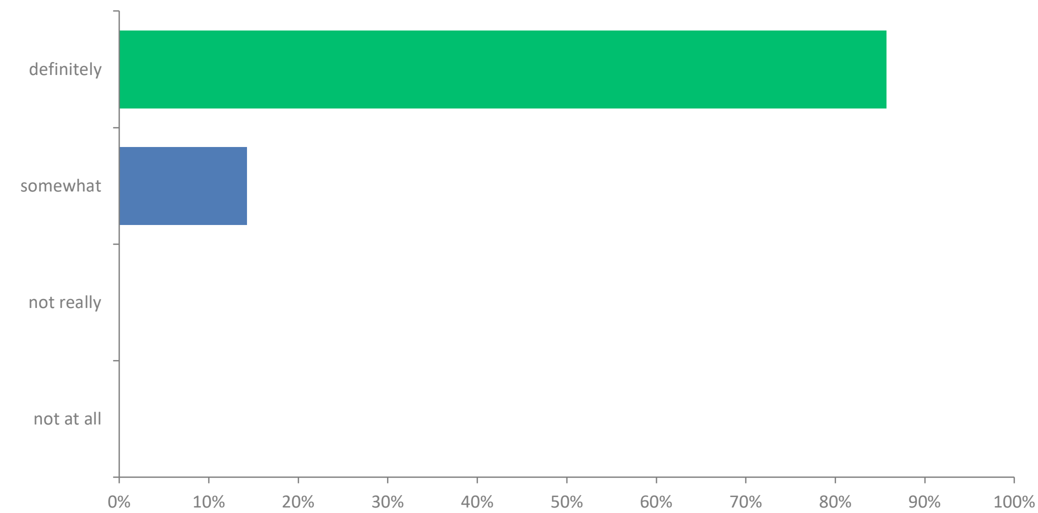
40

Q24: Do you have adequate access to senior management if you need to report a concern?

Answered: 21 Skipped: 0



41

Q24: Do you have adequate access to senior management if you need to report a concern?

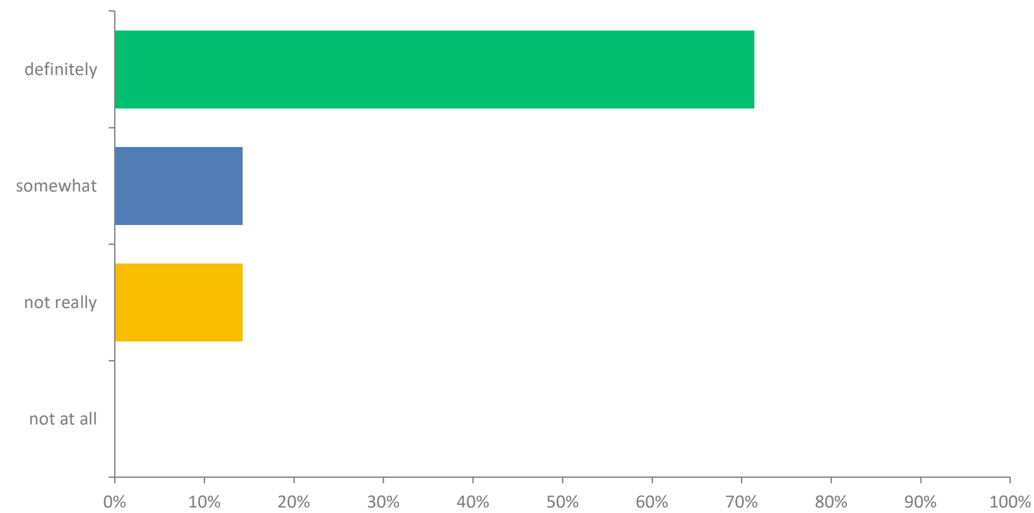
Answered: 21 Skipped: 0

ANSWER CHOICES	RESPONSES	
definitely	85.71%	18
somewhat	14.29%	3
not really	0%	0
not at all	0%	0
TOTAL		21

42

Q25: Are you interested in having a work coach or mentor?

Answered: 21 Skipped: 0



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43

Q25: Are you interested in having a work coach or mentor?

Answered: 21 Skipped: 0

ANSWER CHOICES	RESPONSES	
definitely	71.43%	15
somewhat	14.29%	3
not really	14.29%	3
not at all	0%	0
TOTAL		21

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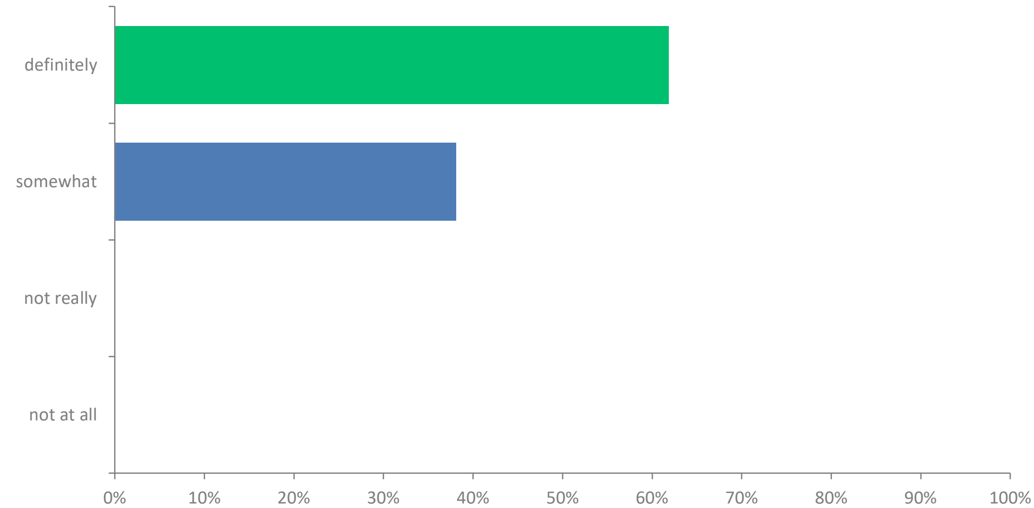
44

Q27: Do you have access to the tools you need to do your job?

Answered: 21 Skipped: 0



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45

Q27: Do you have access to the tools you need to do your job?

Answered: 21 Skipped: 0

ANSWER CHOICES	RESPONSES	
definitely	61.90%	13
somewhat	38.10%	8
not really	0%	0
not at all	0%	0
TOTAL		21

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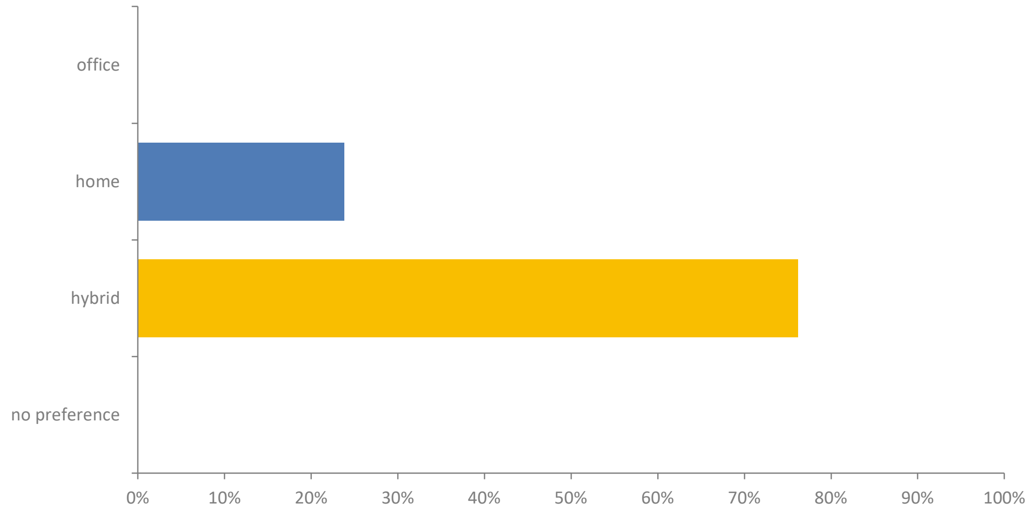
46

Q28: Where would you prefer to work?

Answered: 21 Skipped: 0



47

Q28: Where would you prefer to work?

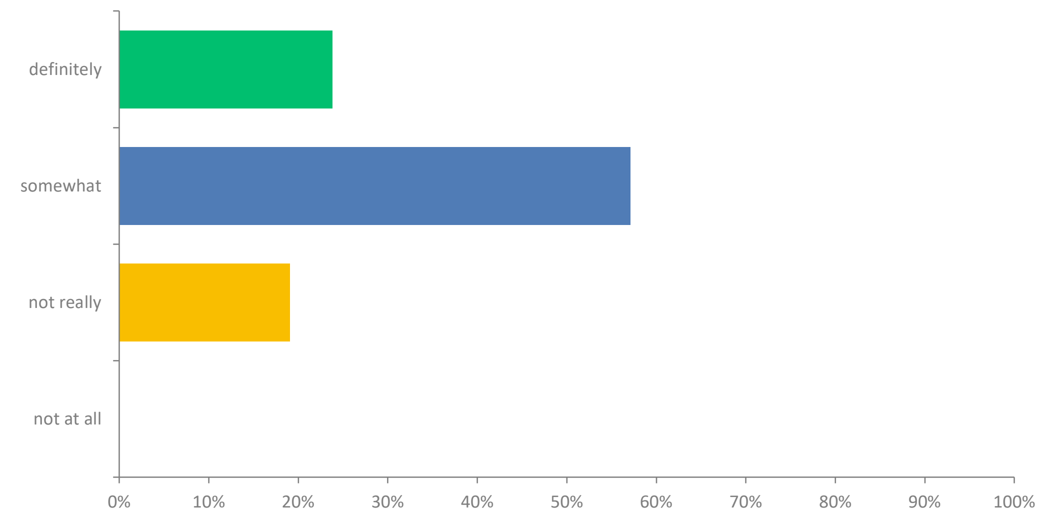
Answered: 21 Skipped: 0

ANSWER CHOICES	RESPONSES	
office	0%	0
home	23.81%	5
hybrid	76.19%	16
no preference	0%	0
TOTAL		21

48

Q29: Do Committee and Board members understand the full scope of WRCOG activities?

Answered: 21 Skipped: 0



49

Q29: Do Committee and Board members understand the full scope of WRCOG activities?

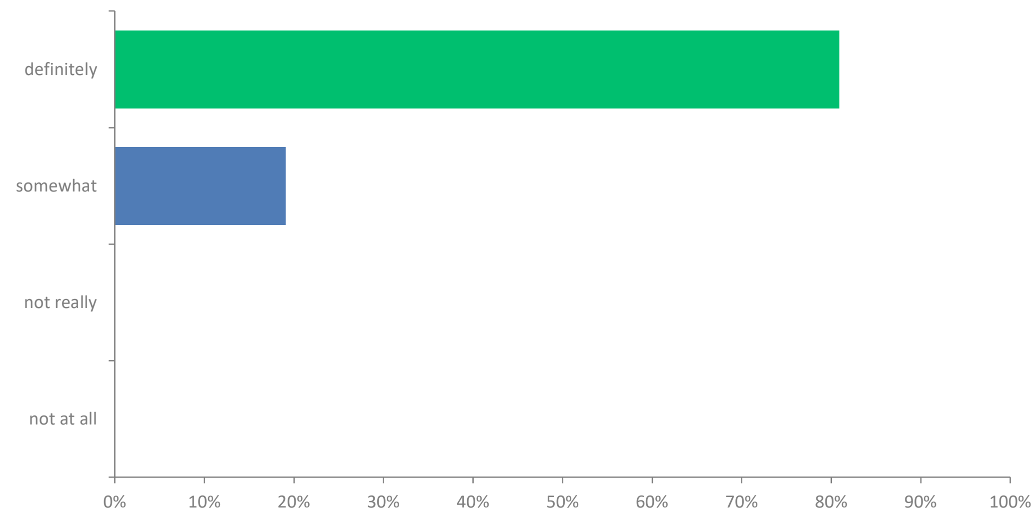
Answered: 21 Skipped: 0

ANSWER CHOICES	RESPONSES	
definitely	23.81%	5
somewhat	57.14%	12
not really	19.05%	4
not at all	0%	0
TOTAL		21

50

Q30: Are you confident in senior management's ability to lead the organization?

Answered: 21 Skipped: 0



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Q30: Are you confident in senior management's ability to lead the organization?

Answered: 21 Skipped: 0

ANSWER CHOICES	RESPONSES	
definitely	80.95%	17
somewhat	19.05%	4
not really	0%	0
not at all	0%	0
TOTAL		21

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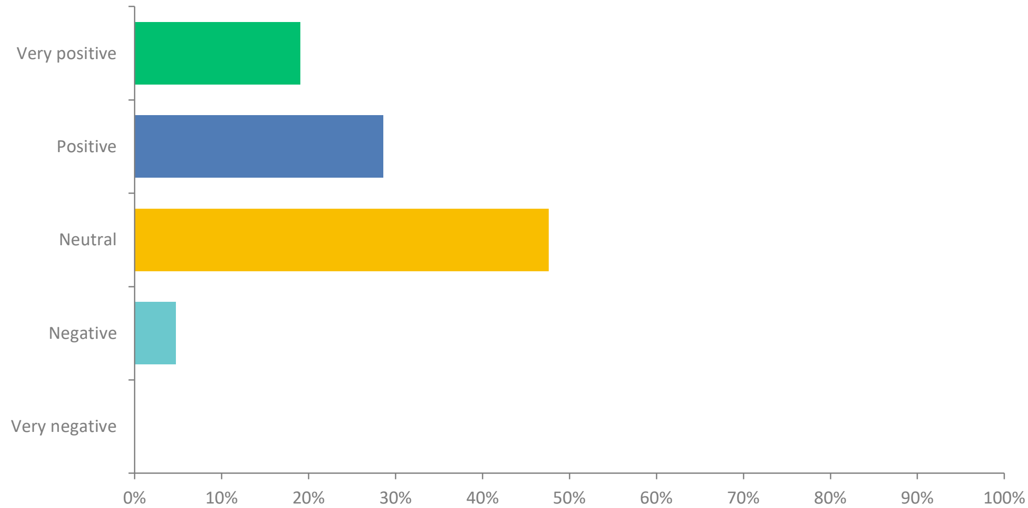
Q31: How has the reputation of WRCOG changed in the last 2 years?

Answered: 21 Skipped: 0



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53

Q31: How has the reputation of WRCOG changed in the last 2 years?

Answered: 21 Skipped: 0

ANSWER CHOICES	RESPONSES	
Very positive	19.05%	4
Positive	28.57%	6
Neutral	47.62%	10
Negative	4.76%	1
Very negative	0%	0
TOTAL		21

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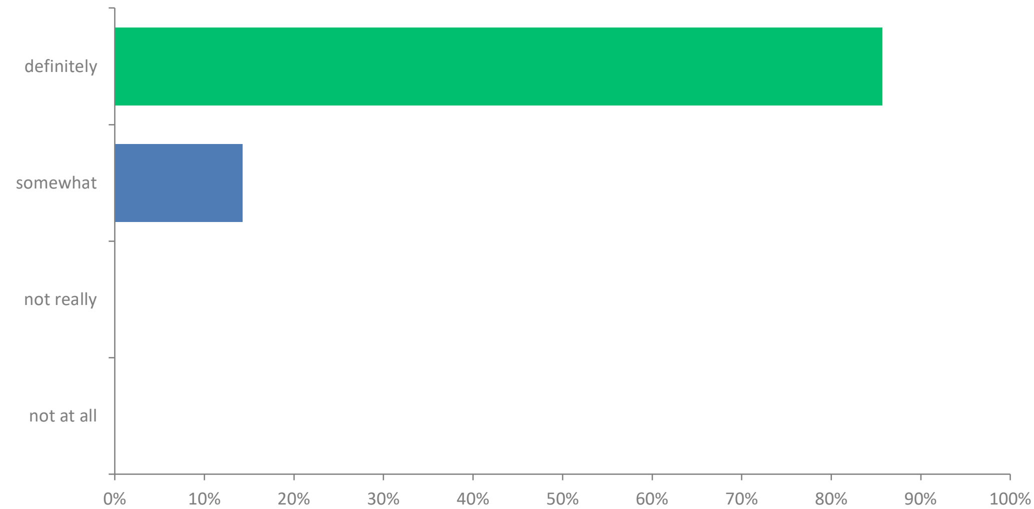
54

Q32: Do you have confidence in your immediate supervisor?

Answered: 21 Skipped: 0



55

Q32: Do you have confidence in your immediate supervisor?

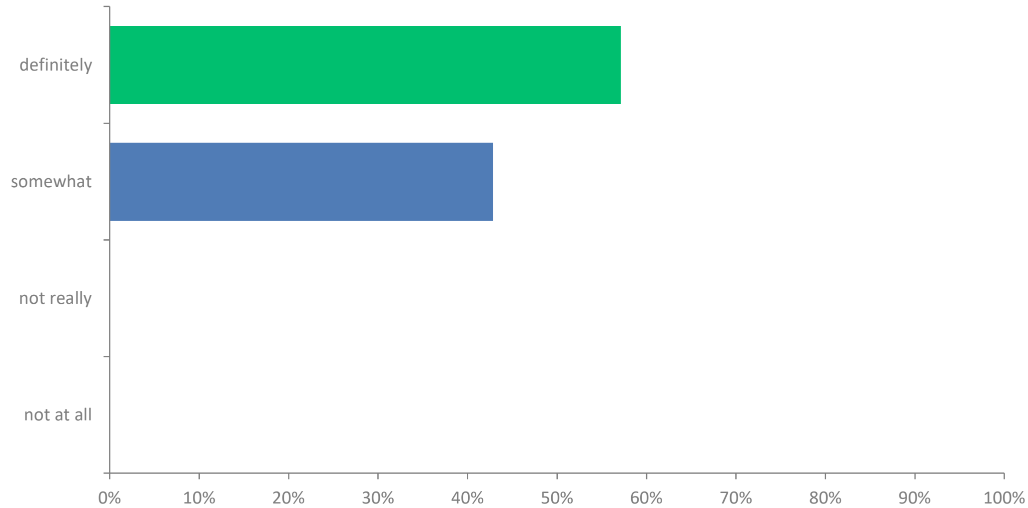
Answered: 21 Skipped: 0

ANSWER CHOICES	RESPONSES	
definitely	85.71%	18
somewhat	14.29%	3
not really	0%	0
not at all	0%	0
TOTAL		21

56

Q33: Do you have confidence in your coworkers?

Answered: 21 Skipped: 0



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57

Q33: Do you have confidence in your coworkers?

Answered: 21 Skipped: 0

ANSWER CHOICES	RESPONSES	
definitely	57.14%	12
somewhat	42.86%	9
not really	0%	0
not at all	0%	0
TOTAL		21

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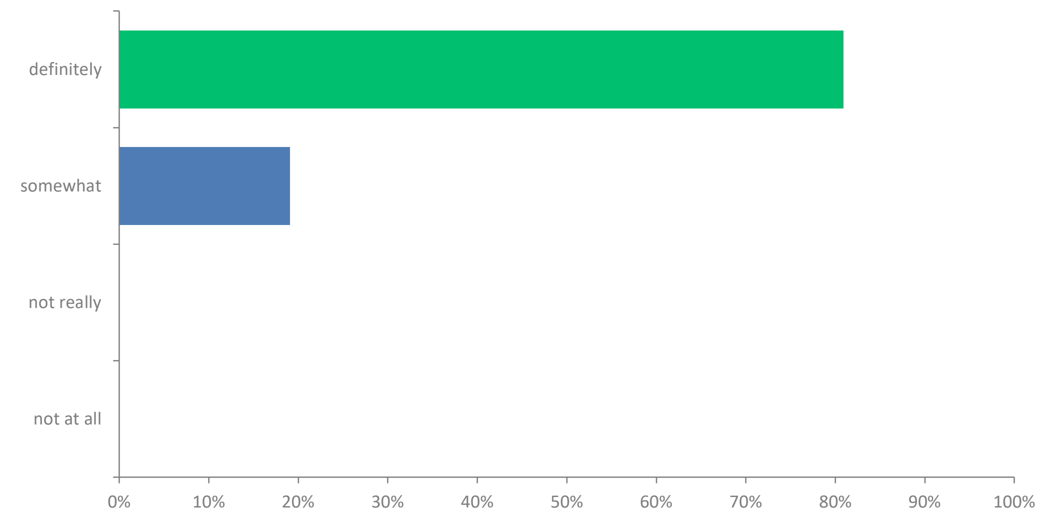
58

Q34: Do you get along well with your coworkers?

Answered: 21 Skipped: 0



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59

Q34: Do you get along well with your coworkers?

Answered: 21 Skipped: 0

ANSWER CHOICES	RESPONSES	
definitely	80.95%	17
somewhat	19.05%	4
not really	0%	0
not at all	0%	0
TOTAL		21

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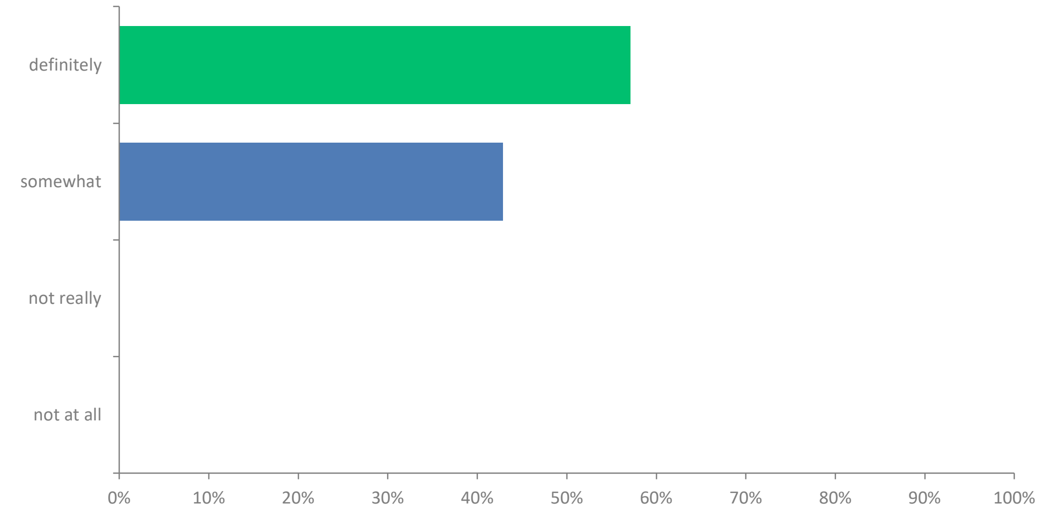
60

Q35: Do you feel like those around you work as hard as you do?

Answered: 21 Skipped: 0



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61

Q35: Do you feel like those around you work as hard as you do?

Answered: 21 Skipped: 0

ANSWER CHOICES	RESPONSES	
definitely	57.14%	12
somewhat	42.86%	9
not really	0%	0
not at all	0%	0
TOTAL		21

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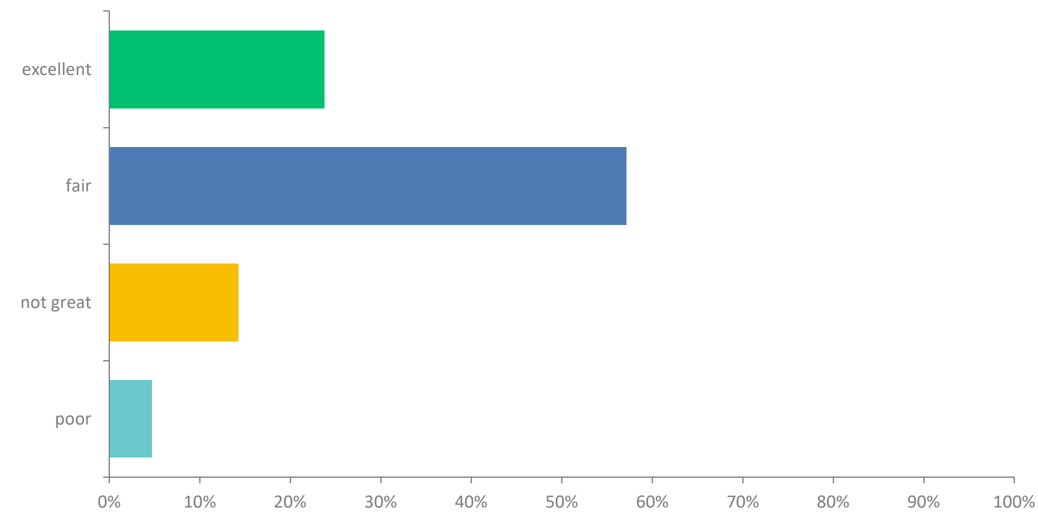
62

Q36: How would you rate your compensation package?

Answered: 21 Skipped: 0



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63

Q36: How would you rate your compensation package?

Answered: 21 Skipped: 0

ANSWER CHOICES	RESPONSES	
excellent	23.81%	5
fair	57.14%	12
not great	14.29%	3
poor	4.76%	1
TOTAL		21

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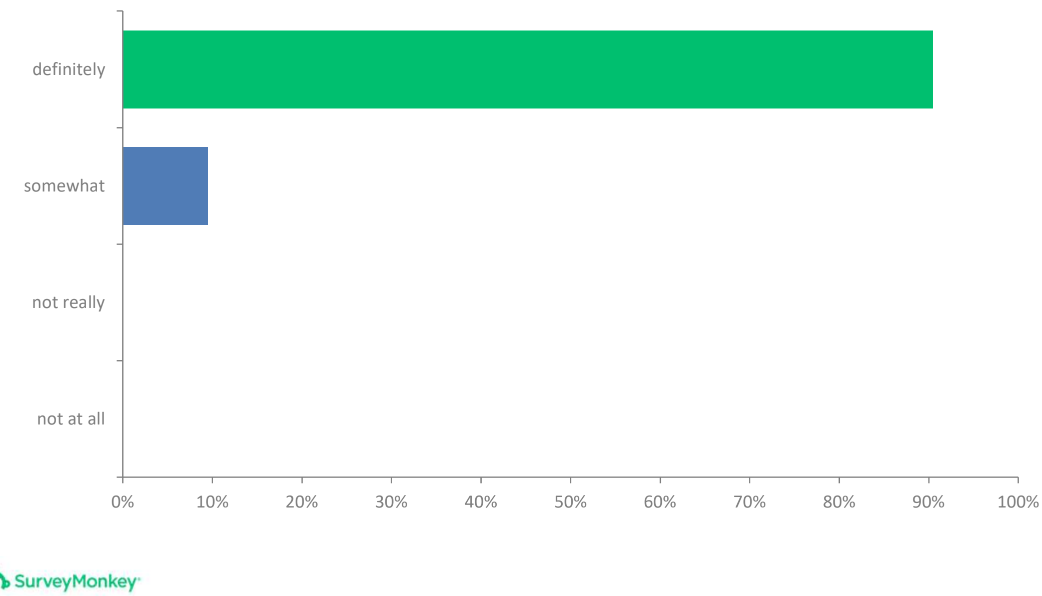
64

Q37: Are you proud to be associated with WRCOG?

Answered: 21 Skipped: 0



65

Q37: Are you proud to be associated with WRCOG?

Answered: 21 Skipped: 0

ANSWER CHOICES	RESPONSES	
definitely	90.48%	19
somewhat	9.52%	2
not really	0%	0
not at all	0%	0
TOTAL		21

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Attachment

Contract database sample

WRCOG CONTRACT BACKGROUND SHEET

	Fiscal Year End	Department Code	Project #	Contract #	Amendment#	Task Order#
CONTRACT #	2021	80	1010	001		

CERTIFICATE OF INSURANCE	Type	Policy #	Policy Effective	Policy Expiration	Notes
	Commercial				
	Automobile				
	Workers' Compensation				

VENDOR INFORMATION				
Company	ABC Company		Address	3390 University Avenue Suite 200 Riverside, CA 92501
Vendor ID #				
Contact Name	Title	Phone #	Email	
Janis Leonard			jleonard@wrcogl.us	

TYPE OF CONTRACT	PROFESSIONAL SERVICES AGREEMENT (PSA)
SCOPE OF WORK SUMMARY	DOE tasks, AQMD 2766, administrative functions

Original Dollar Amounts	$ 60,000.00	Amended Dollar Amount	$ -	Remaining Balance	#REF!
				Task Order Balance	#REF!
Original Contract Date	3/9/2022	Current Period of Performance	3/9/2022	to	6/30/2023

GLA CODE(S)	Fund	Department	Account Number	Project Number	Location
	120 - Clean Cities	80 - Energy	85101 - Consulting Labor	1010 - Clean Cities	0000- No Location
	XXX - None	XX - None	XXXX - None	XXXX - None	XXXX - None
	XXX - None	XX - None	XXXX - None	XXXX - None	XXXX - None

WRCOG DEPARTMENT CONTACTS	Name	Title	Phone	Email
	Masters, Tyler	Program Manager	(951) 405-6732	tmasters@wrcog.us

AMENDMENTS	Date	Amendment #	Action
		001	
		002	
		003	

COMMITTEE APPROVAL	Date	Committee
		N/A
		N/A
		N/A
		N/A

REQUEST FOR PROPOSAL (RFP)	Date	RFP #	Sole Source Justification or No RFP Issued

Contract Invoices

DATE	INVOICE #	SCOPE OF WORK	DOLLAR AMOUNT
		STARTING AMOUNT:	**$ 60,000.00**
8/12/2022	021468	Professional Services from Taylor York	$ 11,109.19
8/12/2022	021446	Professional Services from Taylor York	$ 5,088.75
8/12/2022	021305	Professional Services from Taylor York	$ 8,890.34
9/19/2022	021679	Professional Services	$ 3,558.75
			$ -
			$ -
			$ -
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			$ -
		REMAINING BALANCE:	**$ 31,352.97**

Western Riverside Council of Governments
WRCOG Executive Committee

Staff Report

Subject: **Fiscal Year 2021/2022 Agency Audit**

Contact: **Brett Van Lant, Partner, Van Lant & Fankhanel, Bvanlant@vlfcpa.com, (951) 283-4848**

Date: **March 6, 2023**

Requested Action(s):

1. Receive and file.

Purpose:
The purpose of this item is to provide information on WRCOG's Fiscal Year (FY) 2021/2022 Audit.

WRCOG 2022-2027 Strategic Plan Goal:
Goal #3 - Ensure fiscal solvency and stability of the Western Riverside Council of Governments.

Background:
This item is reserved for a presentation from Brett Van Lant and Greg Fankhanel of Van Lant and Fankhanel, WRCOG's Auditors. The presentation will cover the FY 2021/2022 audit.

WRCOG's auditors are providing an unmodified opinion on the FY 2021/2022 Annual Comprehensive Financial Report (ACFR). An unmodified opinion is the highest form of assurance an auditing firm can provide to its client and means that the audit and associated Agency financials are both in good form and the accounting practices are solid.

Prior Action(s):
February 23, 2023: The Finance Directors Committee received and filed.

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

Attachment(s):
None.

Western Riverside Council of Governments
WRCOG Executive Committee

Staff Report

Subject: **WRCOG Financial Sustainability Modeling and Fiscal Year 2023/2024 Budget Introduction**

Contact: **Andrew Ruiz, WRCOG Chief Financial Officer, aruiz@wrcog.us, (951) 405-6740**
Jessica Oliphant, Consultant, Baker Tilly, Jessica.Oliphant@bakertilly.com
Andy Belknap, Consultant, Baker Tilly, Andy.Belknap@bakertilly.com
Bob Leland, Consultant, Baker Tilly, Bob.Leland@bakertilly.com

Date: **March 6, 2023**

Requested Action(s):

1. Receive and file.

Purpose:
The purpose of this item is to provide a presentation on a long-range modeling analysis performed as well as an introductory discussion to the Fiscal Year 2023/2024 budget.

WRCOG 2022-2027 Strategic Plan Goal:
Goal #3 - Ensure fiscal solvency and stability of the Western Riverside Council of Governments.

Background:
This item is reserved for a presentation from Baker Tilly, a consulting firm WRCOG hired in order to perform long-range financial modeling for the Agency as well as various other financial-related activities. This presentation will also serve as an introduction to the Fiscal Year 2023/2024 budget, which will include some high level discussion on the budget process and changes to the upcoming budget.

Prior Action(s):
February 23, 2023: The Finance Directors Committee received and filed.

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

Attachment(s):
None.

Western Riverside Council of Governments
WRCOG Executive Committee

Staff Report

Subject: Fiscal Year 2022/2023 Q2 Financial Update

Contact: Andrew Ruiz, Chief Financial Officer, aruiz@wrcog.us, (951) 405-6740

Date: March 6, 2023

Requested Action(s):

1. Approve the mid-year budget amendment to the WRCOG 2022/2023 Fiscal Year Budget.

Purpose:
The purpose of this item is to provide an overview of the Agency's financial performance and budget changes for the remainder of Fiscal Year 2022/2023.

WRCOG 2022-2027 Strategic Plan Goal:
Goal #3 - Ensure fiscal solvency and stability of the Western Riverside Council of Governments.

Background:
Mid-year Budget Amendment

Attached for review is the mid-year financials through December 31, 2022, for Fiscal Year (FY) 2022/2023. The total Agency financials, in summary format, are at the beginning of the document. The detailed, programmatic financials are below the summary, along with fund-level financials and various charts and graphs.

In the second quarter of FY 2022/2023, two budget amendments were approved by the Executive Director:

1. In the Clean Cities Program, budgeted expenditures in equipment and travel were increased to reflect the anticipated expenditures for the remainder of the year. These expenditures are being offset by a reduction in the Consulting expense line item. There is no net increase in expenditures.
2. In the Inland Regional Energy Network, or I-REN, Program, for the Codes & Standards and Workforce Education & Training Sectors, expenditures in various categories, including Membership Dues, Travel, and other miscellaneous expenses, were increased to account for expenditures staff anticipate to incur for the remainder of the fiscal year. These expenditures are being offset by a reduction in the Consulting expense line item. There is no net increase in expenditures.

As previously reported in the first quarter financial update, staff were monitoring the following items: 1)

Property Assessed Clean Energy (PACE) Program revenues, 2) Regional Early Action Planning (REAP) Program activities, 3) I-REN Program activities, and 4) TUMF Revenue collections. At the time, it was too early to tell if these items were going to require an amendment, but now at the mid-way point in the year, staff have determined that these items will require budget adjustments.

1. Property Assessed Clean Energy (PACE) Programs: The PACE Commercial Programs (Twain and Nuveen, formerly known as Greenworks) had an original budget of $200k in revenues, but activity through December 2022 was approximately $54k. Due to this, the anticipated revenues for the Program will be reduced by $90k, to $110k. Expenditures will also be reduced by $19k. With this decrease in revenues and expenditures, the Program anticipates a deficit of approximately $40k. The Program has a fund balance of approximately $1.5M, which will be utilized to cover this deficit.

The HERO Program (PACE Residential), now in its winddown phase, is still servicing the outstanding assessments (liens) related to the Program. The Program still generates revenues from refunds, payoffs, delinquency sell-offs, and the annual administrative fee; however, payoff fees are the Program's major revenue source, and comprised over 80% of the Program's revenues. Since the beginning of the Fiscal Year, borrowing rates have increased significantly and home values have begun to flatten out, and in some cases decline. In prior years, homeowners were taking advantage of low interest rates and increasing home values and paying off their PACE assessments early, incurring a payoff fee. During FYs 2020/2021 and 2021/2022, there were approximately 10,000 payoffs each year. Through the first half of FY 2022/2023, approximately 1,500 payoffs have been processed. Due to this, staff are decreasing anticipated HERO revenues by $1,595,000, from $2,725,000 to $1,130,000.

HERO expenditures were budgeted at $2,250,000 and to date staff have incurred approximately $743k in expenses. The Program's largest expense is legal, which total $1.1M between general legal services and compliance settlements. After discussion with legal counsel and based on current trends, staff are proposing to reduce legal by $600k. Additionally, staff have not utilized its Consulting expense as much as originally anticipated and are decreasing its budget by $90k. With this decrease in revenues and expenditures, the Program anticipates a deficit of approximately $440k. The Program has a fund balance of approximately $1.5M, which will be utilized to cover this deficit.

2. I-REN: For FY 2022/2023, the I-REN had a budget of approximately $10M, spread across three sectors: 1) Public, 2) Workforce Education & Training, and 3) Codes & Standards. Through December 2022, approximately $400K in expenses have been incurred. While the I-REN was approved in November 2021, it has taken some time to organize the governing structure (I-REN Executive Committee) and associated agreements, onboard new staff, and solicit procurements for implementers necessary to begin the launch of programs. However, now, as the I-REN begins to bring on its implementers and consultants under contract, a substantial increase in activity is expected as work on those contracts begin. While activity is expected to increase, staff do not anticipate utilizing the full budget of $10M and are proposing a decrease to I-REN's budget of approximately $2.3M across the Consulting ($1.8M) and Direct Incentive ($500k) line items. These funds will be programmed in a later period, as the Program has until 2027 to expend these funds.

3. Regional Early Action Planning (REAP) Program: REAP has been extended an additional 18 months, plus a second iteration of REAP has been added, known as "REAP 2.0," which will have some overlap with the current REAP Program grant in terms of timing, so the anticipated revenues and expenditures for REAP will be reduced for FY 2022/2023 and will be stretched out till December 2024. This current round of REAP funding allows for a variety of activities and housing-related assistance, most notably, through the local housing assistance program which has allowed WRCOG, through it's on-call consultant bench, to provide direct assistance to a number of cities on activities ranging from municipal code updates to development application reviews. In addition, WRCOG staff provides regular updates to the Planning Directors Committee on various housing topics and legislation as part of the REAP Program. Based on the current projection of staff and consultant time, funding will roll over into the following fiscal year(s): Staff anticipates that at the end of FY 2022/2023, WRCOG will still have approximately 17% of the REAP budget remaining, equating to about $300,000. It is anticipated that a majority of that 17% left over will be spent in the upcoming coming fiscal year; however, it may also roll into FY 2024/2025.

WRCOG has been notified that it is eligible to apply for an additional $1.6M in funding through SCAG's REAP Subregional Partnership Program (SRP), or REAP 2.0. This second round of REAP focuses more on implementation rather than planning, and the focus of the SRP will be on furthering housing production primarily through Housing Element implementation. In October 2022, WRCOG submitted a Notice of Intent to Apply for Funding. Since then, WRCOG has met with SCAG staff to review eligible activities and has presented the list of proposed activities to WRCOG's Planning Directors Committee. The list of proposed activities will go to WRCOG's Executive Committee in March with the applications for the SRP expected to be due in March 2023. WRCOG will ensure that the application is submitted after the Executive Committee receives a report on the proposed activities. After the application is submitted and approved by SCAG, WRCOG will work on a Memorandum of Understanding (MOU) with SCAG and will bring forth the MOU to the Executive Committee for execution in the spring of 2023. Staff anticipates that the REAP 2.0 SRP funds will be available starting in July 1, 2023. The REAP 2.0 Program will run through January 2026; however, SCAG will require all funds to be obligated by December 1, 2023.

4. TUMF: Through December 2022, TUMF had collected $39M, which exceeded the projected collections of $27.5M. TUMF collections for FY 2021/2022 were $77M. December collections were the highest of the year with collections of $8.5M. Based on the current number of TUMF applications and the current number of projects with pending TUMF payments (as noted in the WRCOG online TUMF Calculation and Payment portal), development activity continues to occur at a pace higher than originally anticipated. FY 2022/2023 revenues were originally projected at $55M, but are now being conservatively increased to $60M based on current trends.

While the overall level of development activity has increased beyond projections, the relative amount of activity within each major sector has also changed. TUMF is collected on five main categories of development including:

1. Single-family residential
2. Multi-family residential
3. Retail
4. Service / Commercial
5. Industrial

Historically, single-family residential has accounted for 70% of all collections. Over the past several months, the relative contribution of single-family residential has decreased so that single-family residential accounts for 50% of total collections. This reduction has been significantly offset by higher than anticipated collections for industrial development and multi-family projects. Together, those two uses account for 45% of the remaining collections. The residual amount of collections are associated with both retail and service / commercial uses. This budget amendment not only increases overall revenues, but also reallocates the anticipated collections to increase the relative contribution of industrial and multi-family with a commensurate reduction in fees from single-family units. This trend is expected to continue for the remainder of FY 2022/2023 with continued growth in industrial projects and multi-family units.

Lastly, earnings from interest have increased substantially since the original budget was adopted. The Federal Funds Rate increased from approximately 0.5% (at the time the budget was being prepared) to approximately 4.5% today. This has provided a substantial increase in interest revenue to the agency as General Fund and approximately half of its TUMF investments are being invested in the California Asset Management Plan, where rates are now approaching 4%. WRCOG's remaining portfolio, which is now being fully managed by PFM, has remained conservative, but is also seeing reasonable earnings. Due to this, staff now anticipates investment earnings of approximately $1.6M for Fiscal Year 2022/2023.

Prior Action(s):
None.

Fiscal Impact:
The proposed budget amendment will have a net revenue increase of $1,917,500 to WRCOG's Fiscal Year 2022/2023 budget, primarily due to the increase in TUMF revenues, the decrease in HERO revenues, and the decrease in I-REN revenues. There will be a net expenditure decrease of $3,314,000, primarily due to the decrease in I-REN expenditures and HERO expenditures.

Attachment(s):
Attachment 1 - FY 2022/2023 Approved 2nd Quarter Budget Amendments
Attachment 2 - FY 2022/2023 2nd Quarter Budget Amendment for Approval

Attachment

FY 2022/2023 2nd
Quarter Budget
Amendments

Budget Amendment Request Form

Requester

Name: Taylor York

Date: 12/6/2022

Department: Energy and Environment

From Programs: Clean Cities

To Programs: Clean Cities

Summary of Request

Reduce Consulting Labor, Supplies/materials, and Postage, increase Ground Transportation, Communications Cellular Phones, Computer Hardware, and Seminars/Conferences. There will be no net change in the overall program budget amount, and all categories being reduced have sufficient remaining funds to date.

Reason for Request

(What Changed? What's the impact if we approve / don't approve it?)

The following requested changes will better align budget line items with program activities. Communications Cellular Phones code is not currently funded and budget is needed for the Program Manager's cell phone bill. Ground transportation budget needs to be adjusted to reflect actual ground transportation costs related to past and expected conference travel. Budget for Computer Hardware will be increased to allow for the purchase of a tablet that will be used for Clean Cities outreach activities. Conferences/Seminars will be increased to allow registration costs for ACTExpo in Spring 2023 - this conference provides an important opportunity for networking, relationship building, and information sharing that supports Coalition activities.

Amounts to be Moved

Program	Funds	GLA Code	Old Amount	New Amount
1010	120	85101	25,350	23,450
1010	120	73612	250	750
1010	120	73703	1,500	1,000
1010	120	73122	0	700
1010	120	73116	400	0

Extra lines on second page if needed.

Authority

Executive Director

Executive Committee

General Assembly

(The Executive Director has the authority to make revisions as long as they are of a technical nature and consistent with the intent of the Board; otherwise the Executive Committee or General Assembly will need to approve.)

The Executive Director has the authority to approve changes of a technical nature, under which these changes fall. Proposed changes do not impact the overall budget amount, but reduce funding in certain GLA codes to increase funding in others.

Authorization

Department Director Approval: DocuSigned by: [signature] Date: 12/8/2022

Chief Financial Officer Approval: DocuSigned by: [signature] Date: 12/15/2022

Executive Director Approval: DocuSigned by: [signature] Date: 12/19/2022

Attachments

Original and modified budgets need to be attached to this form.

Form Approved by Executive Director

Budget Amendment Request Form Second Page

Amounts to be Moved Cont.				
Program	Funds	GLA Code	Old Amount	New Amount
1010	120	73204	0	600
1010	120	73601	0	1,000

Clean Cities - 1010-120

Budget Amendment

December 6, 2022

Adjusted item

GLA	Code	Old Amount	New Amount
Salaries	60001	$ 170,522.56	$ 170,522.56
Benefits	61000	$ 86,260.07	$ 86,260.07
Overhead	63000	$ 36,000.00	$ 36,000.00
Legal	65101		
Bank Fees	65505		
Commissioners Per Diem	65507		
Parking Validations	73102		
Event Support	73107	$ 10,000.00	$ 10,000.00
Program/Office Supplies	73108		
Computer Supplies	73109		
Computer Software	73110		
Membership Dues	73113		
Subscriptions	73114		
Meeting Support Services	73115	$ 500.00	$ 500.00
Postage	73116	$ 400.00	
Other Expenses	73117		
Storage	73119		
Printing Services	73120		
Computer Hardware	73122		$ 700.00
Misc Office Equipment	73125		
Cell Phones	73204		$ 600.00
Communications Services	73206		
Computer Maintenance	73302		
Insurance - Gen/Busi Liab/Auto	73405		
Data Processing Support	73504		
PACE Residential Recording	73506		
Seminars/Conferences	73601		$ 1,000.00
Travel - Mileage Reimbursement	73611	$ 500.00	$ 500.00
Travel - Ground Transportation	73612	$ 250.00	$ 750.00
Travel - AirFare	73613	$ 3,500.00	$ 3,500.00
Lodging	73620	$ 3,500.00	$ 3,500.00
Meals	73630	$ 1,000.00	$ 1,000.00
Other Incidentals	73640	$ 500.00	$ 500.00
Training	73650		
Supplies/Materials	73703	$ 1,500.00	$ 1,000.00
Advertising Media	73704		
Compliance Settlements	81010		
Direct Expenses	85100		
Agency Staff Reimbursement	85182		
Consulting Labor	85101	$ 25,350.00	$ 23,450.00
	Totals:	$ 339,782.63	$ 339,782.63

Budget Amendment Request Form

Requester

Name: Benjamin Druyon **Date:** 12/7/2022

Department: Energy

From Programs: I-REN - 2080 - Codes & Standards and Workforce Education & Training

To Programs: I-REN - 2080 - Codes & Standards and Workforce Education & Training

Summary of Request

I-REN Codes & Standards and Workforce Education & Training Sectors have expenses that were not initially budgeted for, such as fees for conferences, travel, hotels, meals, etc., for WRCOG staff and its partner COG's staff. We are fine-tuning each of I-REN's Sector budgets to account for these other expenses.

Reason for Request

(What Changed? What's the impact if we approve / don't approve it?)

As I-REN continues to ramp up, WRCOG, CVAG, and SANBAG staff participate more actively in Statewide forums, meetings, and conferences, so there is need to amend the budget to accommodate for these expenses, as was previously done for the Public Sector. I-REN's Codes & Standards and Workforce Education & Training budgets both have unused consulting costs that will be shifted within each sector to cover the costs listed below, respectively. In the budget attachment, the highlighted cells are the amended amounts. The Public Sector amendment was approved on September 28, 2022.

Amounts to be Moved

Program	Funds	GLA Code	Old Amount	New Amount
REN C&S - 2080	180	73102 - Parking Validations	0	1000
REN C&S - 2080	180	73113 - Membership Dues	0	1000
REN C&S - 2080	180	73117 - Other Expenses	0	1000
REN C&S - 2080	180	73120 - Printing Services	0	1000
REN C&S - 2080	180	73122 - Computer Hardware	0	1000

Extra lines on second page if needed.

Authority

Executive Director	X	(The Executive Director has the authority to make revisions as long as they are of a technical nature and consistent with the intent of the Board; otherwise the Executive Committee or General Assembly will need to approve.) The Executive Director may revise the schedule of any appropriation made in this resolution where the revision is of a technical nature and is consistent with the intent of the Board. Notice of any revisions shall be included in subsequent budget updates to the Board.
Executive Committee		
General Assembly		

Authorization

Department Director Approval: DocuSigned by: [signature] **Date:** 12/15/2022

Chief Financial Officer Approval: DocuSigned by: [signature] **Date:** 1/10/2023

Executive Director Approval: DocuSigned by: [signature] **Date:** 1/11/2023

Attachments

Original and modified budgets need to be attached to this form.

Form Approved by Executive Director

Budget Amendment Request Form Second Page

Amounts to be Moved Cont.				
Program	Funds	GLA Code	Old Amount	New Amount
REN Workforce 2080	180	73612 - Travel - Ground Transportation	0	2500
REN Workforce 2080	180	73613 - Travel - Airfare	0	10000
REN Workforce 2080	180	73620 - Lodging	0	14000
REN Workforce 2080	180	73630 - Meals	0	2880
REN Workforce 2080	180	73650 - Training	0	126125
REN Workforce 2080	180	85101 - Consulting Labor	1728665	1252630
REN Workforce 2080	180	73703 - Supplies / Materials	0	500
REN Workforce 2080	180	73611 - Travel - Mileage Reimbursement	0	10530
REN Workforce 2080	180	73601 - Seminars/Conference	0	2500
REN Workforce 2080	180	73125 - Misc Office Equipment	0	1000
REN Workforce 2080	180	73122 - Computer Hardware	0	1000
REN Workforce 2080	180	73120 - Printing Services	0	1000
REN Workforce 2080	180	73117 - Other Services	0	1000
REN Workforce 2080	180	73113 - Membership Dues	0	302000
REN Workforce 2080	180	73102 - Parking Validations	0	1000

Budget Amendment Request Form Second Page

Amounts to be Moved Cont.				
Program	**Funds**	**GLA Code**	**Old Amount**	**New Amount**
REN C&S - 2080	180	73125 - Misc Office Equipment	0	1000
REN C&S - 2080	180	73601 - Seminars/Conferences	0	2500
REN C&S - 2080	180	73611 - Travel - Mileage Reimbursement	0	1000
REN C&S - 2080	180	73612 - Travel - Ground Transportation	0	2500
REN C&S - 2080	180	73613 - Travel - AirFare	0	10000
REN C&S - 2080	180	73620 - Lodging	0	14000
REN C&S - 2080	180	73630 - Meals	0	2880
REN C&S - 2080	180	73703 - Supplies/Materials	0	500
REN C&S - 2080	180	85101 - Consulting Labor	1019713	980333

Expenses		Budget	Budget	
Salaries	60001	$ 71,088	$ 66,439	
Benefits	61000	31,124	28,691	
Overhead	63000	111,309	103,597	
Legal	65101	15,000	15,000	
Bank Fees	65505			
Commissioners Per Diem	65507			
Parking Validations	73102	1,000	1,000	Based on estimated $10 per person for 10 people per event for 10 events per year
Event Support	73107	25,000	25,000	
Program/Office Supplies	73108			
Computer Supplies	73109			
Computer Software	73110			
Membership Dues	73113	302,000	1,000	bumped up memberships for inclusion of and CEA membership estimates. Another $150k for city membership to LGSEC. added 150k for CCEC sponsorship.
Subscriptions	73114			
Meeting Support Services	73115			
Postage	73116			
Other Expenses	73117	1,000	1,000	Any misc. unforseen expenses.
Storage	73119			
Printing Services	73120	1,000	1,000	For any I-REN flyers or brochures.
Computer Hardware	73122	1,000	1,000	For any computers or printers or related equipment for I-REN staff per year.
Misc Office Equipment	73125	1,000	1,000	For any ergonomic desks, chairs, printer cartriges, or other office items used by I-REN staff.
Cell Phones	73204			
Communications Services	73206			
Computer Maintenance	73302			
Insurance - Gen/Busi Liab/Auto	73405			
Data Processing Support	73504			
PACE Residential Recording	73506			
Seminars/Conferences	73601	2,500	2,500	Based on $100 conference fee per person for 10 people for 10 conferences per year. WET/CS=5 people, 5 events per year
Travel - Mileage Reimbursement	73611	10,530	1,000	Based on $.585 per mile for 250 miles per month for any I-REN related activities for 6 people per year. WET = more people, less driving. CS = 3 workshops at 200miles per events for 6 people)
Travel - Ground Transportation	73612	2,500	2,500	Based on 1 car rental/taxi/uber at $250 per day for 2 days for 10 events per year. WET and CS only 5 events per year.
Travel - AirFare	73613	10,000	10,000	Based on an estimated $500 ticket per person for 10 people for 5 events per year. 2 events per year for WET and CS.
Lodging	73620	14,000	14,000	Based on estimated $350 per room per night for 2 nights for 10 people for 10 events per year. WET and CS = 2 events each.
Meals	73630	2,880	2,880	Based on $40 per meal (including tip) for 6 people for 12 events per year.
Other Incidentals	73640			
Training	73650	126,125		
Supplies/Materials	73703	500	500	Could be for initial I-REN banners, tablecloth, giveaway items, etc.
Advertising Media	73704			
Compliance Settlements	81010			
Direct Expenses	85100			
Agency Staff Reimbursement	85182	341,155	216,589	
Consulting Labor	85101	1,252,630	980,333	
Total Expenses		$ 2,323,341	$ 1,475,030	
Excess Rev/Exp		$ (0)	$ 0	

Attachment

Fiscal Year
2022/2023 Budget
Amendment for
Approval

Western Riverside Council of Governments
Fiscal Year 2022/2023 Q2 Budget Amendment

Fund	Dept	Account	Project	Location	Description	Actual	FY 23 Budget	Variance	Amendment	New Amount
					Inland Regional Energy Network - Public Sector					
					Revenues					
180	67	41480	2080	71XX	IREN - Public Sector	$ 92,806	$ 6,239,958	$ 6,147,152	$ (1,500,000)	$ 4,739,958
					Total Revenues	**$ 92,806**	**$ 6,239,958**	**$ 6,147,152**	**$ (1,500,000)**	**$ 4,739,958**
					Expenses					
180	67	85100	2080	7101	Direct Costs	-	1,500,000	1,500,000	(500,000)	1,000,000
180	67	85101	2080	7101	Consulting Labor	9,936	2,936,853	2,926,916	(1,000,000)	1,936,853
					Total Expenses	**$ 184,100**	**$ 6,239,958**	**$ 6,055,858**	**$ (1,500,000)**	**$ 4,739,958**
					Inland Regional Energy Network - Workforce Education and Training					
					Revenues					
180	67	41480	2080	72XX	IREN - Workforce Education and Training	$ 41,069	$ 2,323,361	$ 2,282,292	$ (400,000)	$ 1,923,361
					Total Revenues	**$ 41,069**	**$ 2,323,361**	**$ 2,282,292**	**$ (400,000)**	**$ 1,923,361**
					Expenses					
180	67	85101	2080	7201	Consulting Labor	9,936	1,149,063	1,139,126	(400,000)	749,063
					Total Expenses	**$ 128,244**	**$ 2,323,341**	**$ 2,195,097**	**$ (400,000)**	**$ 1,923,341**
					Inland Regional Energy Network - Codes and Standards					
					Revenues					
180	67	41480	2080	73XX	IREN - Codes and Standards	$ 39,310	$ 1,475,030	$ 1,435,720	$ (400,000)	$ 1,075,030
					Total Revenues	**$ 39,310**	**$ 1,475,030**	**$ 1,435,720**	**$ (400,000)**	**$ 1,075,030**
					Expenses					
180	67	85101	2080	7301	Consulting Labor	9,936	966,766	956,829	(400,000)	566,766
					Total Expenses	**$ 82,976**	**$ 1,475,030**	**$ 1,392,054**	**$ (400,000)**	**$ 1,075,030**

Western Riverside Council of Governments
Fiscal Year 2022/2023 Q2 Budget Amendment

Fund	Dept	Account	Project	Location	Description	Actual	FY 23 Budget	Variance	Amendment	New Amount
					Nuveen (Greenworks)					
					Revenues					
110	67	40604	2105	0	Greenworks PACE Commercial Revenue	$ 54,382	$ 150,000	$ 95,618	$ (50,000)	$ 100,000
					Total Revenues	**$ 54,382**	**$ 150,000**	**$ 95,618**	**$ (50,000)**	**$ 100,000**
					Expenses					
110	67	85101	2105	0	Consulting Labor	10,000	34,757	$ 24,757	$ (10,000)	$ 24,757
					Total Expenses	**$ 61,113**	**$ 149,866**	**$ 88,753**	**$ (10,000)**	**$ 139,866**
					Twain					
					Revenues					
110	67	40607	2115	0	Twain PACE Commercial Revenue	$ -	$ 50,000	$ 50,000	$ (40,000)	$ 10,000
					Total Revenues	$ -	**$ 50,000**	**$ 50,000**	**$ (40,000)**	**$ 10,000**
					Expenses					
110	67	65101	2115	0	General Legal Services	$ 728	$ 6,000	$ 5,272	$ (3,000)	$ 3,000
110	67	73506	2115	0	Recording Fee	-	2,000	2,000	(1,000)	1,000
110	67	85101	2115	0	Consulting Labor	-	10,000	10,000	(5,000)	5,000
					Total Expenses	**$ 728**	**$ 18,000**	**$ 17,272**	**$ (9,000)**	**$ 9,000**
					Clean Fund					
					Expenses					
110	67	65101	2120	0	General Legal Services	$ -	$ 5,000	$ 5,000	$ (5,000)	$ -
					Total Expenses	$ -	**$ 5,000**	**$ 5,000**	**$ (5,000)**	**$ -**
					HERO					
					Revenues					
110	67	40603	5000	0	HERO Admin Revenue	$ 322,558	$ 2,725,000	$ 2,402,442	$ (1,595,000)	$ 1,130,000
					Total Revenues	**$ 322,558**	**$ 2,725,000**	**$ 2,402,442**	**$ (1,595,000)**	**$ 1,130,000**
					Expenses					
110	67	65101	5000	0	GENERAL LEGAL SERVICES	263,953	900,000	636,047	(500,000)	400,000
110	67	81010	5000	0	Compliance Settlements	40,280	200,000	159,720	(100,000)	100,000
110	67	85101	5000	0	Consulting Labor	364	160,000	159,636	(90,000)	70,000
					Total Expenses	**$ 743,723**	**$ 2,260,338**	**$ 1,516,615**	**$ (690,000)**	**$ 1,570,338**

Western Riverside Council of Governments
Fiscal Year 2022/2023 Q2 Budget Amendment

Fund	Dept	Account	Project	Location	Description	Actual	FY 23 Budget	Variance	Amendment	New Amount
					TUMF Administration					
					Revenues					
110	65	43001	1148	0	Commerical/Service	$ 22,967	$ 62,400	$ 39,433	$ 9,600	$ 72,000
110	65	43002	1148	0	Retail	25,799	166,400	140,601	(94,400)	72,000
110	65	43003	1148	0	Industrial	255,288	332,800	77,512	147,200	480,000
110	65	43004	1148	0	Residential/Multi/Single	643,932	1,456,000	812,068	(136,000)	1,320,000
110	65	43005	1148	0	Multi-Family	279,374	187,200	(92,174)	268,800	456,000
					Total Revenues	**$ 1,227,360**	**$ 2,410,732**	**$ 1,183,372**	**$ 195,200**	**$ 2,605,932**
					TUMF (Zone Revenues)					
					Revenues					
220	65	43001	1148	0	Commercial/Svcs	$ 551,201	$ 1,497,600	$ 946,399	$ 230,400	$ 1,728,000
220	65	43002	1148	0	Retail	619,185	3,993,600	3,374,415	(2,265,600)	1,728,000
220	65	43003	1148	0	Industrial	6,126,916	7,987,200	1,860,284	3,532,800	11,520,000
220	65	43004	1148	0	Residential/Multi/Single	15,454,366	34,944,000	19,489,634	(3,264,000)	31,680,000
220	65	43005	1148	0	Multi Family	6,704,967	4,492,800	(2,212,167)	6,451,200	10,944,000
220	65	49104	1148	0	TUMF Investment Revenue / Earnings	797,305	275,000	(522,305)	1,147,500	1,422,500
					Total Revenues	**$ 32,142,088**	**$ 63,868,268**	**$ 31,726,180**	**$ 5,832,300**	**$ 69,700,568**
					Regional Early Action Planning (REAP)					
					Revenues					
110	65	41606	2235	0	REAP Revenue	$ 151,479	$ 1,050,000	$ 898,521	$ (300,000)	$ 750,000
					Total Revenues	**$ 151,479**	**$ 1,050,000**	**$ 898,521**	**$ (300,000)**	**$ 750,000**
					Expenses					
110	65	85101	2235	0	Consulting Labor	227,888	809,101	581,213	(300,000)	509,101
					Total Expenses	**$ 280,493**	**$ 1,049,620**	**$ 769,128**	**$ (300,000)**	**$ 749,620**
					Administration					
					Revenues					
110	12	49001	0	0	General Fund Investment / Interest Revenue	$ 80,352	$ 5,000	$ (75,352)	$ 175,000	$ 180,000
					Total Revenues	**$ 80,352**	**$ 5,000**	**$ (75,352)**	**$ 175,000**	**$ 180,000**