Western Riverside Council of Governments
Executive Committee

AGENDA

Monday, August 3, 2020
2:00 p.m.

Western Riverside Council of Governments
3390 University Avenue, Suite 200
Riverside, CA 92501

WRCOG's OFFICE IS CURRENTLY CLOSED TO THE PUBLIC DUE TO COVID-19
AND STAFF ARE WORKING REMOTELY

Members of the public are encouraged to participate in this meeting via Zoom
(see meeting information below)

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SPECIAL NOTICE – COVID-19 RELATED PROCEDURES IN EFFECT

Due to the state and local State of Emergency resulting from the threat of Novel Coronavirus (COVID-19), Governor Newsom has issued Executive Order N-29-20 (issued March 17, 2020) in which Section 3 supersedes Paragraph 11 of Executive Order N-25-20 (issued on March 12, 2020). This new order states that WRCOG does not need to make a physical location available for members of the public to observe a public meeting and offer public comment. The Order allows WRCOG to hold Committee meetings via teleconferencing and allows for members of the public to observe and address the meeting telephonically or electronically.

To follow the Order issued by the Governor, the Executive Committee meeting scheduled for Monday, August 3, 2020, at 2:00 p.m. will be held via teleconference and any members of the public can attend electronically. Members of the public may send public comments by emailing snelson@wrcog.us, or calling (951) 405-6703 before or during the meeting, prior to the close of public comment.

Any member of the public requiring a reasonable accommodation to participate in this meeting in light of this announcement shall contact Suzy Nelson prior to 2:00 p.m. on August 1, 2020, at (951) 405-6703 or at snelson@wrcog.us.

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

1. CALL TO ORDER (Kevin Bash, Chair)

2. ROLL CALL

3. PUBLIC COMMENTS

At this time members of the public can address the Executive Committee regarding any items within the subject matter jurisdiction of the Executive 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 Executive Committee in writing and only pertinent points presented orally.

4. 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 Executive Committee, any public comments on any of the Consent Items will be heard. There will be no separate action unless members of the Executive Committee request specific items be removed from the Consent Calendar.

Action items:

A. Summary Minutes from the June 1, 2020, Executive Committee Meeting are Available for Consideration. **P. 1**

Requested Action: *1. Approve the Summary Minutes from the June 1, 2020, Executive Committee meeting.*

B. PACE Programs Activities Update: Request to Enter into a Purchase and Sale Agreement with First National Assets ***Casey Dailey*** **P. 11**

Requested Actions:

1. Authorize the Executive Director to enter into a Purchase and Sale Agreement, substantially as to form, with First National Assets for the purchase of delinquent assessment receivables.

2. Adopt Resolution Number 25-20; A Resolution of the Executive Committee of the Western Riverside Council of Governments Approving a Purchase and Sale Agreement for the sale of assessment installment receivables.

C. TUMF Program Activities Update: Approval of Reimbursement Agreements Amendments ***Chris Gray*** **P. 49**

Requested Actions:

1. Authorize the Executive Director to execute a TUMF Reimbursement Agreement Amendment with the City of Menifee for the Project Planning, and Engineering phases of the Bundy

Canyon / Scott Road. Widening. (Sunset to Haun) Project in an amount not to exceed $2,370,000.

2. *Authorize the Executive Director to execute a TUMF Reimbursement Agreement Amendment with the City of Wildomar for the Project Planning, and Engineering, and Right-Of-Way phases of the Palomar Road. (Mission Trail to Jefferson) Project in an amount not to exceed $1,320,517.*
3. *Authorize the Executive Director to execute a TUMF Reimbursement Agreement Amendment with the City of Moreno Valley for the Project Planning, and Engineering, and Right-Of-Way phases of the Moreno Beach / SR-60 Interchange Project in an amount not to exceed $20,758,480.*

D. Approval of a Professional Services Agreement for the Analyses of the Smart Climate-Resilient Transportation Planning and Investments Project — ***Elisa Laurel*** — **P. 77**

Requested Action: 1. *Authorize the Executive Director to enter into a Professional Services Agreement between WRCOG and WSP USA, Inc., to provide technical services conducting risk assessments on vulnerable transportation assets in the Inland Empire region in an amount not to exceed $379,175.47.*

E. Approval of a Third Amendment to the Professional Services Agreement with Kearns and West, Inc., for On-Call Planning Professional Services — ***Kyle Rodriguez*** — **P. 107**

Requested Action: 1. *Authorize the Executive Director to execute a Third Amendment to the Professional Services Agreement between WRCOG and Kearns and West, Inc., to provide WRCOG planning support and advisory services in an amount not to exceed $60,000 for the WRCOG Clean Cities Program, taking the amended contract in a not-to-exceed amount of $266,485 in total, and to extend the term of the Agreement through June 30, 2021.*

F. Update of WRCOG's Novel Coronavirus 2019 (COVID-19) Guidance for all Employees — ***Chris Gray, WRCOG*** — **P. 119**

Requested Action: 1. *Adopt Resolution Number 26-20; A Resolution of the Executive Committee of the Western Riverside Council of Governments amending the updated WRCOG Novel Coronavirus 2019 (COVID-19) Guidance for all Employees (August 3, 2020).*

Information items:

G. Finance Department Activities Update — ***Andrew Ruiz*** — **P. 139**

Requested Action: 1. *Receive and file.*

H.	**Regional Streetlight Program Activities Update**	***Daniel Soltero***	**P. 145**

Requested Action: *1. Receive and file.*

I.	**Western Riverside Energy Partnership Program Activities Update**	***Anthony Segura***	**P. 147**

Requested Action: *1. Receive and file.*

J.	**Report out of WRCOG Representatives on Various Committees**	***Rick Bishop***	**P. 149**

Requested Action: *1. Receive and file.*

K.	**Records Retention Schedule Update**	***Janis Leonard***	**P. 211**

Requested Action: *1. Receive and file.*

L.	**WRCOG Climate Adaptation Efforts Update**	***Casey Dailey, Chris Gray***	**P. 247**

Requested Action: *1. Receive and file.*

5. REPORTS / DISCUSSION

A.	**Report from the League of California Cities**	***Erin Sasse, League of California Cities***	**P. 251**

Requested Action: *1. Receive and file.*

B.	**Riverside County Economic Recovery Task Force Activities Update**	***Juan Perez, County of Riverside***	**P. 253**

Requested Action: *1. Receive and file.*

C.	**SCAG Connect SoCal Plan Update**	***Darin Chidsey, SCAG***	**P. 255**

Requested Action: *1. Receive and file.*

D.	**Innovation 2030 Activities Update**	***Elisa Laurel, WRCOG***	**P. 257**

Requested Actions:

1. *Direct Staff to continue with current efforts to secure funding for this initiative.*
2. *Provide an update to the Executive Committee on the results of these efforts by March 31, 2021.*

E.	**Activities Update from the Eastern Municipal Water District / Western Municipal Water District**	***Ronald Sullivan, EMWD Brenda Dennstedt, WMWD***	**P. 267**

Requested Action: *1. Receive and file.*

F. **Activities Update from the Riverside County Superintendent of Schools** — ***Dr. Judy White, Riverside County Superintendent of Schools*** — **P. 269**

Requested Action: *1. Receive and file.*

6. REPORT FROM THE TECHNICAL ADVISORY COMMITTEE CHAIR — *Andy Okoro*

7. REPORT FROM COMMITTEE REPRESENTATIVES

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

8. REPORT FROM THE EXECUTIVE DIRECTOR — *Rick Bishop*

9. ITEMS FOR FUTURE AGENDAS — *Members*

Members are invited to suggest additional items to be brought forward for discussion at future Executive Committee meetings.

10. GENERAL ANNOUNCEMENTS — *Members*

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

11. NEXT MEETING: **The next Executive Committee meeting is scheduled for Monday, September 14, 2020, at 2:00 p.m., on the Zoom platform.**

12. ADJOURNMENT

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Western Riverside Council of Governments 4.A

Regular Meeting

~ Minutes ~

Monday, June 1, 2020	**2:00 PM**	**Zoom Platform**

1. CALL TO ORDER

The meeting was called to order by Chair Bonnie Wright at 2:02 p.m. on June 1, 2020, on the Zoom virtual platform.

2. CALL TO ORDER

Jurisdiction	Attendee Name	Status	Arrived / Departed
City of Banning	Daniela Andrade	Present	1:55 PM
City of Beaumont	Mike Lara	Present	1:55 PM
City of Calimesa	Jeff Cervantez	Present	1:55 PM
City of Canyon Lake		Absent	
City of Corona	Jason Scott	Present	1:55 PM
City of Eastvale	Joseph Tessari	Present	1:55 PM
City of Hemet	Bonnie Wright	Present	1:55 PM
City of Jurupa Valley	Micheal Goodland	Present	1:55 PM
City of Lake Elsinore		Absent	
City of Menifee	Matt Liesemeyer	Present	1:55 PM
City of Moreno Valley	Victoria Baca	Present	1:55 PM
City of Murrieta	Kelly Seyarto	Present	1:55 PM
City of Norco	Kevin Bash	Present	1:55 PM
City of Perris	Rita Rogers	Present	1:55 PM
City of Riverside	Rusty Bailey	Present	1:55 PM
City of San Jacinto	Crystal Ruiz	Present	1:55 PM
City of Temecula	James Stewart	Present	1:55 PM
City of Wildomar	Ben Benoit	Present	1:55 PM
District 1		Absent	
District 2	Karen Spiegel	Present	1:55 PM
District 3	Chuck Washington	Present	1:55 PM
District 5	Jeff Hewitt	Present	1:55 PM
EMWD	Ronald Sullivan	Present	1:55 PM
WMWD	Brenda Dennstedt	Present	1:55 PM
Morongo Band of Mission Indians		Absent	
Office of Education (ex-officio)	Dr. Judy White	Present	2:23 PM
TAC Chair	Chris Lopez	Present	1:55 PM
Executive Director	Rick Bishop	Present	1:55 PM

Note: Times above reflect when the member logged in; they may have arrived at the meeting earlier.

3. PUBLIC COMMENTS

There were no public comments.

4. CONSENT CALENDAR

RESULT:	**APPROVED AS RECOMMENDED**
MOVER:	Jurupa Valley
SECONDER:	Eastvale
AYES:	Banning, Beaumont, Calimesa, Corona, Eastvale, Hemet, Jurupa Valley, Menifee, Moreno Valley, Murrieta, Norco, Perris, Riverside, San Jacinto, Temecula, Wildomar, District 2, District 3, District 5, EMWD, WMWD
ABSENT:	Canyon Lake, Lake Elsinore, District 1, Morongo Band of Mission Indians

A. Summary Minutes from the May 4, 2020, Executive Committee Meeting are Available for Consideration

Action: *1. Approved the Summary Minutes from the May 4, 2020, Executive Committee meeting.*

B. Action Minutes from the June 20, 2019, General Assembly meeting are Available for Consideration

Action: *1. Approved the Action Minutes from the June 20, 2019, General Assembly meeting.*

C. TUMF Program Activities Update: Approval of TUMF Reimbursement Agreements and the 2020 TUMF Southwest Zone 5-year Transportation Improvement Program

Actions:

1. *Authorized the Executive Director to execute a TUMF Reimbursement Agreement with the County of Riverside for the Right-of-Way and Construction Phases of the Rancho California / Calle Contento Rd. Roundabout Project in an amount not to exceed $2,500,000.*
2. *Authorized the Executive Director to execute a TUMF Reimbursement Agreement Amendment with the County of Riverside for the Right-of-Way and Construction Phases of the Temescal Canyon Rd. (Dos Lagos to Dawson) Widening Project in an amount not to exceed $4,600,000.*
3. *Authorized the Executive Director to execute a TUMF Reimbursement Agreement Amendment with the County of Riverside for the Project Planning (PA&ED), Engineering, (PS&E), and Right-of-Way Phases of the Temescal Canyon Rd. (El Cerrito to Tom Barnes) Widening Project in an amount not to exceed $5,640,000.*
4. *Authorized the Executive Director to execute a TUMF Reimbursement Agreement with the City of Menifee for the Project Planning (PA&ED), and Engineering (PS&E) Phases of the McCall / I-215 Interchange Project in an amount not to exceed $2,852,230.*
5. *Authorized the Executive Director to execute a TUMF Reimbursement Agreement with the City of Banning for the Project Planning (PA&ED), and Engineering (PS&E) Phases of the Sun Lakes Boulevard Project in an amount not to exceed $1,000,000.*

6. *Authorized the Executive Director to execute a TUMF Reimbursement Agreement Amendment with the City of Lake Elsinore for the Project Planning (PA&ED), Engineering (PS&E), Right-of-Way and Construction Phases of the Temescal Canyon Rd. Bridge Replacement Project in an amount not to exceed $2,269,874.*
7. *Approved the 2020 TUMF Southwest Zone 5-Year Transportation Improvement Program.*

D. Approval of Fiscal Year 2020/2021 Agency Salary Schedule

Action: 1. *Adopted Resolution Number 23-20; A Resolution of the Executive Committee of the Western Riverside Council of Governments adopting the revised Fiscal Year 2019/2020 publicly available salary schedule and the new Fiscal Year 2020/2021 publicly available salary schedules effective July 1, 2019 through June 30, 2021, as required by the California Public Employee's Retirement System.*

E. 3rd Quarter Draft Budget Amendment for Fiscal Year 2019/2020

Action: 1. *Approved the 3rd Quarter Draft Budget Amendment for Fiscal Year 2019/2020.*

F. PACE Program Activities Update: Requests to Authorize Annual Levy Assessments and Update Regarding Assembly Bill 2501

Actions:

1. *Adopted Resolution Number 07-20; A Resolution of the Executive Committee of the Western Riverside Council of Governments making certain representations and authorizing the placement of assessments on the tax roll in various counties.*
2. *Adopted Resolution Number 09-20; A Resolution of the Executive Committee of the Western Riverside Council of Governments making certain representations and authorizing the placement of assessments on the tax roll in Butte County and certifying to Butte County the validity of the legal process used to place direct charges on the secured tax roll.*
3. *Adopted Resolution Number 16-20; A Resolution of the Executive Committee of the Western Riverside Council of Governments certifying compliance with state law with respect to the levying of special assessments in Monterey County.*
4. *Adopted Resolution Number 19-20; A Resolution of the Executive Committee of the Western Riverside Council of Governments making certain representations and authorizing the placement of assessments on the tax roll in Sutter County and certifying to Sutter County the validity of the legal process used to place direct charges on the secured tax roll.*
5. *Adopted Resolution Number 08-20; A Resolution of the Executive Committee of the Western Riverside Council of Governments making certain representations and authorizing the placement of assessments on the tax roll in Amador County.*
6. *Adopted Resolution Number 10-20; A Resolution of the Executive Committee of the Western Riverside Council of Governments making certain representations and authorizing the placement of assessments on the tax roll in the Glenn County.*
7. *Adopted Resolution Number 11-20; A Resolution of the Executive*

Committee of the Western Riverside Council of Governments making certain representations and authorizing the placement of assessments on the tax roll in Humboldt County.

8. *Adopted Resolution Number 12-20; A Resolution of the Executive Committee of the Western Riverside Council of Governments making certain representations and authorizing the placement of assessments on the tax roll in Kern County.*
9. *Adopted Resolution Number 13-20; A Resolution of the Executive Committee of the Western Riverside Council of Governments making certain representations and authorizing the placement of assessments on the tax roll in Madera County.*
10. *Adopted Resolution Number 14-20; A Resolution of the Executive Committee of the Western Riverside Council of Governments making certain representations and authorizing the placement of assessments on the tax roll in Mendocino County.*
11. *Adopted Resolution Number 15-20; A Resolution of the Executive Committee of the Western Riverside Council of Governments certain representations and authorizing the placement of assessments on the tax roll in Merced County.*
12. *Adopted Resolution Number 17-20; A Resolution of the Executive Committee of the Western Riverside Council of Governments making certain representations and authorizing the placement of assessments on the tax roll in Nevada County.*
13. *Adopted Resolution Number 18-20; A Resolution of the Executive Committee of the Western Riverside Council of Governments making certain representations and authorizing the placement of assessments on the tax roll in San Mateo County.*
14. *Adopted Resolution Number 20-20; A Resolution of the Executive Committee of the Western Riverside Council of Governments making certain representations and authorizing the placement of assessments on the tax roll in Yolo County.*
15. *Adopted Resolution Number 21-20; A Resolution of the Executive Committee of the Western Riverside Council of Governments making certain representations and authorizing the placement of assessments on the tax roll in Yuba County.*

G. Amendment to the Professional Service Agreements for the Riverside County Transportation Analysis Model (RIVCOM) and On-Call Planning Services

Actions:

1. *Approved the First Amendment to the Professional Services Agreement between WRCOG and WSP USA, Inc. for technical and advisory support to WRCOG on the update of the Riverside County Transportation Analysis Model (RIVCOM), extended the term of the Agreement through June 30, 2021.*
2. *Approved the Third Amendment to the Professional Services Agreement between WRCOG and Alta Planning + Design, Inc., to provide WRCOG and RCHCA in its transportation planning and grant writing assistance activities to increase the total not to exceed amount from $200,000 to $300,000.*
3. *Approved the Third Amendment to the Professional Services Agreement between WRCOG and Blais & Associates for support to WRCOG grant writing services assistance to increase the total not to exceed amount from $200,000 to $300,000, extending the term of the Agreement through June 30, 2021.*

4. *Approved the Third Amendment to the Professional Services Agreement between WRCOG and Fehr & Peers for support to WRCOG on transportation planning services to increase the total not to exceed amount from $200,000 to $250,000, extending the term of the Agreement through June 30, 2021.*
5. *Approved the Third Amendment to the Professional Services Agreement between WRCOG and National Community Renaissance of California for support to WRCOG staff in planning and housing-related activities, extending the term of the Agreement through June 30, 2021.*
6. *Approved the Second Amendment to the Professional Services Agreement between WRCOG and PlaceWorks, Inc., for support to WRCOG in its economic and demographic forecasting services and general staff support activities to increase the total not to exceed amount from $150,000 to $250,000, extending the term of the Agreement through June 30, 2021.*

H. Annual Used Oil Payment Program – Cycle 11

Action: 1. *Adopted Resolution Number 22-20; A Resolution of the Executive Committee of the Western Riverside Council of Governments to support Regional Application – Used Oil Payment Program – 11.*

I. Finance Department Activities Update

Action: 1. *Received and filed.*

J. WRCOG Committees and Agency Activities Update

Action: 1. *Received and filed.*

K. Regional Streetlight Program Activities Update

Action: 1. *Received and filed.*

L. Western Riverside Energy Partnership Program Activities update

Action: 1. *Received and filed.*

M. Report out of WRCOG Representatives on Various Committees

Action: 1. *Received and filed.*

N. Regional Energy Network Development Activities Update

Action: 1. *Received and filed.*

5. REPORTS / DISCUSSION (Note: Items were taken out of order)

A. Report from the League of California Cities

Erin Sasse, League of California Cities representative, reported that an action alert will be sent out shortly so please keep an eye out for it. The League has been fighting to get an allocation of the State's portion of CARES funding as well as direct and flexible funding from the federal government. The League is asking cities to send letters / make phone calls to the Legislators –

the Governor indicated in his May Revise would share $450 Million of the State's CARES Act allocation with the cities; however, the League is asking for an increase to $500 million so that the minimum a city gets is $50,000 and the proportion split amongst other cities is not spread so far apart.

Action: *1. Received and filed.*

B. Nominations for Chair, Vice-Chair, and 2nd Vice-Chair Positions for Fiscal Year 2020/2021

Rick Bishop, WRCOG Executive Director, reported that WRCOG's founding documents allow for the Executive Committee to act on behalf of the General Assembly. Due to the cancellation of General Assembly because of to COVID-19, the recommendations presented today are being forwarded from the Administration & Finance Committee, which serves as the nominating committee for WRCOG's Executive Committee leadership.

Chair Bonnie Wright acknowledged all of the Executive Committee members and staff from member agencies who participated faithfully in this organization and provided the leadership and guidance that results in successes each year. Chair Wright acknowledged member agency individuals who have Chaired WRCOG's key staff-level committees during the last year.

- Chris Lopez, City Manager for the City of Hemet, who Chaired the Technical Advisory Committee,
- Bob Moehling, City of Murrieta, who Chaired the Public Works Committee,
- H.P. Kang, City of Hemet, who Chaired the Planning Directors Committee, and
- Lorena Rocha, City of Hemet, who Chaired the Finance Directors Committee.

Chair Wright thanked Mayor Pro Tem Kevin Bash, Supervisor Karen Spiegel, and Mayor Pro Tem Crystal Ruiz, for their willingness to lead this organization during the next fiscal year.

Chair Wright indicated that it has been an honor to serve as Chair for the past year, and thanked staff for their professionalism and expertise.

Action: *1. Selected the following slate of individuals for leadership positions for Fiscal Year 2020/2021:*

Chair:	*Kevin Bash, Mayor Pro Tem, City of Norco*
Vice-Chair:	*Karen Spiegel, Supervisor, District 2*
2nd Vice-Chair:	*Crystal Ruiz, Mayor Pro Tem, City of San Jacinto*

The gavel was passed to incoming Chair, Kevin Bash.

RESULT:	**APPROVED AS RECOMMENDED**
MOVER:	Murrieta
SECONDER:	Wildomar
AYES:	Banning, Beaumont, Calimesa, Corona, Eastvale, Hemet, Jurupa Valley, Menifee, Moreno Valley, Murrieta, Perris, Riverside, Temecula, Wildomar, District 3, District 5, EMWD, WMWD
ABSTAIN:	Norco, San Jacinto, District 2
ABSENT:	Canyon Lake, Lake Elsinore, District 1, Morongo Band of Mission Indians

C. Future Forward Series Presentation: COVID-19 Fiscal Impacts Analysis

Teifion Rice-Evans, Managing Principal at Economic & Planning Systems, Inc., reported that on average WRCOG jurisdictions will face 35% of city general revenues at immediate risk, with Retail Sales and Use Tax being the most heavily impacted by COVID-19. The WRCOG subregion has a much higher reliance on Sales and Use Tax than the state as a whole. Phase 2 of the analysis will include potential fiscal mitigation measures.

Action: *1. Received and filed.*

D. Presentation by the Riverside County Superintendent of Schools

Dr. Judy White, Riverside County Superintendent of Schools, reported that the various County Superintendents met with the State Superintendent and the Governor. The State Superintendent and the Governor had two requests – to continue meal services and distance learning.

Riverside County has served more than 8 million meals to students. Summer school will be offered as virtual distance learning throughout the County except for Desert Center. The County Superintendents are waiting for further guidance on reopening schools. Individual districts will have to make the decision on reopening based upon a report that is expected to be released from the state next week.

A Task Force was convened for all school districts throughout Riverside County. A report by the Task Force is expected to be released on June 15, 2020, and will provide considerations on reopening schools. Currently, all school districts in Riverside County are slated to open between August 5 and August 19, 2020. The Corona-Norco School District has school year-round and is scheduled to reopen July 6, 2020. This will be the first School District in the state to be reopening so soon and will likely be through virtual learning.

It is likely that masks and physical distancing will be required for in-person schooling. There will also be a decrease in the number of maximum number of students allowed in a classroom; this will be a major challenge.

The school districts were informed that, regarding the Governor's May Revise, their budgets would be cut by 10%. This will be a $50 million cut to the districts in Riverside County. There is no way the schools can meet the requirements such as additional hand-washing stations and more classroom space with a cut in the budget.

Based upon survey results, some parents do not want their children returning to school this upcoming school year, while others want their children back in school now, participating in sports and extra-curricular activities, and are not concerned about medical precautions. Dr. White asked WRCOG and its member jurisdictions to consider using a portion of any CARES funding it may receive to support the schools with the purchase of learning devices, and to provide CARES funding for childcare for essential workers.

Next school year, one-third of the local District Superintendents will be new.

Action: *1. Received and filed.*

E. Adoption of the Fiscal year 2020/2021 Agency Budget

Andrew Ruiz, WRCOG Chief Financial Officer, reported that staff is making a 30% decrease in the Agency budget due to uncertainties related to COVID-19.

Since the May presentation of the draft budget, Storm Water Grants (approximately $100,000) has been removed and a Climate Resiliency Grant has been added (approximately $125,000) has been added.

Total projected revenues are approximately $40,539,536 and expenditures are approximately $40,468,538.

Action: *1. Adopted Resolution Number 24-20; A Resolution of the Executive Committee of the Western Riverside Council of Governments adopting the Fiscal Year 2020/2021 Agency Budget.*

RESULT:	**APPROVED AS RECOMMENDED**
MOVER:	District 3
SECONDER:	Jurupa Valley
AYES:	Banning, Beaumont, Calimesa, Corona, Eastvale, Hemet, Jurupa Valley, Menifee, Moreno Valley, Murrieta, Norco, Perris, Riverside, San Jacinto, Temecula, Wildomar, District 2, District 3, District 5, EMWD, WMWD
ABSENT:	Canyon Lake, Lake Elsinore, District 1, Morongo Band of Mission Indians

F. COVID-19 Update: County Reopening Activities

Juan Perez, Riverside County Director of Transportation and Land Management, reported that the Riverside County Economic Recovery Task Force presented a Readiness and Reopening Framework on May 12, 2020, to the Riverside County Board of Supervisors. The California Department of Public Health then approved the County Regional Variance Attestation on May 22, 2020, which would allow Riverside County to move into accelerated Stage 2.

Riverside County is now in Accelerated Stage 2 which provides for the opening of malls and swap meets, dine-in restaurants, car washes, and pet grooming to name a few. As various sectors have been re-opened, an Economic Recovery Task Force has been formed to provide the Board of Supervisors with insight and share best practices across a broad spectrum of industries in Riverside County.

The County was able to secure a supply of surgical face coverings and are distributing these to businesses in need of these supplies.

The County is working to establish a Business Assistance Program which would utilize CARES Act funding to assist local businesses. A resolution will be presented to the Board of Supervisors that, if adopted, would allow expansion of outdoor seating for businesses within the unincorporated areas of the County.

Committee member Brenda Dennstedt asked if the focus of the Task Force will be on existing businesses or projects which may have recently experienced set-backs due to COVID-19, and if there are any representatives from any local water agencies on the Task Force.

Mr. Perez responded that the main emphasis has been on existing businesses which have struggled with the new requirements to operate. The County has not seen any significant impact to new construction to date. There are currently no water agency representatives on the Task Force; however, subcommittees are looking to be formed to cover specific areas and increase participation.

<u>Action</u>: *1. Received and filed.*

6. REPORT FROM THE TECHNICAL ADVISORY COMMITTEE CHAIR

Chris Lopez, Technical Advisory Committee Chair, was not present.

7. REPORT FROM COMMITTEE REPRESENTATIVES

Michael Goodland, Southern California Association of Governments' (SCAG) Community, Economic and Human Development Committee representative, reported that SCAG will be holding its General Assembly next week via Zoom.

Karen Spiegel added that two members of Riverside County have been elected to SCAG's leadership.

8. REPORT FROM THE EXECUTIVE DIRECTOR

Rick Bishop introduced Avie Barron, the new Senior Analyst who will be working with Western Community Energy. WRCOG is close to completing all of the nearly 50,000 streetlight retrofits under the Streetlight Program. Lupe Lotman was congratulated for 15 years of WRCOG service. Barbara Spoonhour will be retiring at the end of July.

Ms. Spoonhour thanked Mr. Bishop for his leadership throughout the years, the elected officials and leadership for their forward thinking, and her family for their support.

9. ITEMS FOR FUTURE AGENDAS

There were no items for future agendas.

10. GENERAL ANNOUNCEMENTS

There were no general announcements.

11. NEXT MEETING

The Executive Committee meeting scheduled for July is CANCELLED. The next Executive Committee meeting is scheduled for Monday, August 3, 2020, at 2:00 p.m., via the Zoom platform.

12. ADJOURNMENT

The meeting was adjourned at 3:05 p.m.

Western Riverside Council of Governments
Executive Committee

Staff Report

Subject: **PACE Programs Activities Update: Request to Enter into a Purchase and Sale Agreement with First National Assets**

Contact: **Casey Dailey, Director of Energy & Environmental Programs, cdailey@wrcog.us, (951) 405-6720**

Date: **August 3, 2020**

***The purpose of this item is to** seek authorization to enter into a Purchase and Sale Agreement with First National Assets.*

Requested Actions:

1. Authorize the Executive Director to enter into a Purchase and Sale Agreement, substantially as to form, with First National Assets for the purchase of delinquent assessment receivables.
2. Adopt Resolution Number 25-20; A Resolution of the Executive Committee of the Western Riverside Council of Governments Approving a Purchase and Sale Agreement for the sale of Assessment Installment Receivables.

WRCOG's PACE Programs provide financing to property owners to implement energy saving, renewable energy, water conservation, and seismic strengthening improvements to their homes and businesses. Financing is paid back through a lien placed on the property tax bill. The Program was initiated in December 2011 and was expanded in 2014 to allow jurisdictions throughout the state to join WRCOG's Program and allow property owners in these jurisdictions to participate. WRCOG now offers HERO, CaliforniaFIRST, PACE Funding, and Ygrene as residential PACE providers and Greenworks, CleanFund, and Twain as commercial PACE providers.

Purchase and Sale Agreement for Delinquent Parcels

First National Assets has offered to purchase the delinquencies from residential and commercial parcels of all PACE providers for Tax Year 2019/2020. Consistent with prior years, staff is seeking authorization for the Executive Director to enter into a Purchase and Sale Agreement and adoption of Resolution Number 25-20.

The Agreement with First National Assets accomplishes two essential policy goals of the PACE Program. First, it ensures that WRCOG will not be in a position to initiate a judicial foreclosure proceeding on property owners with PACE assessments who have not paid their property tax payments on time. Second, it ensures that the PACE bond investors are paid on time, thus avoiding any negative credit or bond rating impacts to WRCOG.

At the September 2020 Administration & Finance Committee meeting, staff will report on the status of PACE delinquencies and request that the Executive Committee adopt a resolution that would defer the judicial foreclosure proceedings on delinquent residential parcels for the 2019/2020 Tax Year and assign WRCOG's collection rights to First National Assets. While the actions of deferring judicial foreclosure and assigning the collection rights of the delinquent receivables to a third-party have historically been brought forward together, due to the WRCOG Committee meeting schedule and the need to have the agreement in place prior to September 2020, when PACE bond investors are paid, staff is requesting the Agreement be approved now.

Prior Action:

October 7, 2019: The Executive Committee authorized the Executive Director to enter in a Purchase and Sale Agreement with First National Assets for the purchase of the delinquent assessment receivables.

Fiscal Impact:

The exact fiscal impact of this item is not known, as the purchase price has not been finalized. WRCOG will see a revenue increase as a result of this agreement.

Attachment:

1. Resolution Number 25-20; A Resolution of the Executive Committee of the Western Riverside Council of Governments approving a Purchase and Sale Agreement for the sale of Assessment Installment Receivables.

Item 4.B

PACE Programs Activities Update: Request to Enter into a Purchase and Sale Agreement with First National Assets

Attachment 1

Resolution Number 25-20; A Resolution of the Executive Committee of the Western Riverside Council of Governments approving a Purchase and Sale Agreement for the sale of Assessment Installment Receivables

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RESOLUTION NUMBER 25-20

A RESOLUTION OF THE EXECUTIVE COMMITTEE OF THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS APPROVING A PURCHASE AND SALE AGREEMENT FOR THE SALE OF ASSESSMENT INSTALLMENT RECEIVABLES

WHEREAS, the Western Riverside Council of Governments ("WRCOG") has levied assessments under Chapter 29 of Part 3 of Division 7 of the California Streets and Highways Code (commencing with Section 5898.12 et seq.) ("Chapter 29"). Such assessments are payable in installments under the Improvement Bond Act of 1915, Division 10 of Part I (commencing with Section 8500) of the California Streets and Highways Code ("1915 Act") on residential and commercial properties participating in the Energy Efficiency and Water Conservation Program for Western Riverside County and the California HERO Program established by WRCOG pursuant to Chapter 29 and the 1915 Act (collectively, the "WRCOG Program"), which are collected on the secured property tax roll of the County of Riverside; and

WHEREAS, certain installments of such assessments are delinquent; and

WHEREAS, WRCOG and FNA California, LLC desire to enter into that certain Purchase and Sale Agreement (the "Agreement") pursuant to which WRCOG will sell to FNA California, LLC certain rights WRCOG is entitled to receive arising from the collection of certain delinquent assessments for the tax years specified in this Purchase and Sale Agreement attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, WRCOG has determined that it is in the best interests of WRCOG at this time to enter into the Agreement in substantially similar form to that attached hereto as Exhibit "A" and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED by the Executive Committee of the Western Riverside Council of Governments as follows:

Section 1. The above recitals are true and correct.

Section 2. The Executive Committee of the Western Riverside Council of Governments hereby approves as to form the Agreement attached hereto as Exhibit "A" and incorporated herein by reference and authorizes the Executive Director to make any changes he deems necessary in consultation with Best Best & Krieger as bond counsel and David Tausing & Associates, Inc., as assessment administrator.

PASSED AND ADOPTED at a meeting of the Executive Committee of the Western Riverside Council of Governments held on August 3, 2020.

____
Kevin Bash, Chair
WRCOG Executive Committee

____
Rick Bishop, Secretary
WRCOG Executive Committee

Approved as to form:

____
Best Best & Krieger LLP,
Bond Counsel

AYES: _______ NAYS: _______ ABSENT: _______ ABSTAIN: _______

EXHIBIT “A”
Purchase and Sale Agreement

PURCHASE AND SALE AGREEMENT

Dated as of August 3, 2020

between

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS,

as Seller

and

FNA CALIFORNIA, LLC,

as Purchaser

Regarding
Assessment Installment Receivables
for the 2020-2021 Tax Year

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PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement"), dated as of August 3, 2020, between Western Riverside Council of Governments, a joint exercise of powers authority and existing under the Joint Exercise of Powers Act, being Chapter 5 of Division 7, Title 1 of the Government Code of the State of California and a Joint Exercise of Powers Agreement originally made and entered into as of April 1, 1991, as further amended to date ("WRCOG"), and FNA California, LLC, an Illinois limited liability company ("Company").

BACKGROUND

1. WRCOG has levied assessments under Chapter 29 (as defined below) payable in installments under the 1915 Act (defined below) on residential and commercial properties participating in the WRCOG Program (as defined below) which are collected on the secured property tax roll of the County (as defined below) in which the participating properties are located.

2. Certain installments of such assessments are delinquent (the "Assessment Installment Receivables") as of the Cut-off Date (as defined below).

3. Certain Assessment Installment Receivables may be subject to Executive Order No. N-61-20 issued by Governor Newsom on May 6, 2020 which relief for taxpayers suffering financial hardship due to COVID-19 by cancelling the provisions of the Revenue and Taxation Code that require a tax collector to impose the 10% penalty and other charges for delinquent tax payments through May 2021 provided that property owners satisfy certain conditions set forth in Executive Order N-61-20.

4. WRCOG has determined that it is in the best interests of WRCOG at this time to sell to the Company the Assessment Installment Receivables it is entitled to receive arising from the collection of certain delinquent assessments for the tax years specified in this Agreement, upon the terms and conditions provided herein.

NOW, THEREFORE, for and in consideration of the premises and the material covenants hereinafter contained, the parties hereto hereby formally covenant, agree and bind themselves as follows:

Article I

Definitions

Section 1.01. Definitions. Whenever used in this Agreement, the following words and phrases, unless the context otherwise requires, shall have the following meanings:

"1915 Act" means the Improvement Bond Act of 1915, Division 10 of Part I (commencing with Section 8500) of the California Streets and Highways Code.

"Agreement" means this Purchase and Sale Agreement, as originally executed or as it may from time to time be supplemented, modified or amended in accordance with the provisions hereof.

"Assessment" means each "Assessment" as defined in an Assessment Contract and levied pursuant to such Assessment Contract against a Property (as defined below) to which such Assessment Contract is subject.

"Assessment Administrative Fee" means, as to each Property, the assessment administrative fee due and payable pursuant to the applicable Assessment Contract that shall be collected on the property tax bill pertaining to such Property.

"Assessment Administrator" means David Taussig & Associates, and its successors, or any financial consultant or firm of such financial consultants judged by WRCOG to have experience in the administration for and on behalf of public agencies of assessments similar to the Assessments levied by such public agencies in the State of California.

"Assessment Contract" shall have the meaning given such term in the applicable Master Indenture.

"Assessment Installment" means, as to each Property, the portion of the principal amount of an Assessment, together with the interest on the Assessment, due and payable pursuant to an Assessment Contract that shall be collected on the property tax bill for a particular Tax Year pertaining to such Property.

"Assessment Installment Receivable" means, with respect to a Property for a particular Tax Year, the Assessment Installment and the related Assessment Administrative Fee on the secured tax roll of the County that:

(i) was levied by WRCOG on one of the Properties listed on the Assessment Installment Receivables Schedule for such Tax Year in accordance with the Chapter 29, the 1915 Act and the applicable Assessment Contract and is payable to WRCOG if and when collected,

(ii) was levied on account of the applicable Purchased Tax Year, was delinquent as of the Cut-off Date and was shown as such on the Delinquent Tax Roll maintained by the County for the applicable Purchased Tax Year,

(iii) had not been received by WRCOG or the Trustee, on behalf of WRCOG, as of the Cut-off Date,

(iv) is due and owing to WRCOG in an amount equal to the amount of such Assessment Installment and Assessment Administrative Fee, penalties and accrued interest set forth on the Assessment Installment Receivables Schedule,

(v) includes, to the extent permitted by law and the terms of the applicable Master Indenture, all penalties and accrued interest thereon to the date of collection, and

(vi) has not become a Defective Assessment Installment Receivable.

"Assessment Installment Receivable Balance" means, with respect to an Assessment Installment Receivable as of a particular date, the sum of

(A) an amount equal to the delinquent Assessment Installments and Assessment Administrative Fees levied by or on behalf of WRCOG and payable to the WRCOG with respect to such Assessment Installment Receivable as shown on the Assessment Installment Receivables Schedule,

(B) to the extent permitted by law and the applicable Master Indenture, the ten percent (10%) penalty payable on the Assessment Installment Receivable in accordance with Sections 2617 and 2618 of the California Revenue and Taxation Code, and

(C) to the extent permitted by law and the applicable Master Indenture, interest accrued on the amount in clause (A) from the July 1 of the Tax Year following the Tax Year in which such Assessment Installment Receivable first became delinquent through the date of determination at the rate of one and half percent (1.5%) per month in accordance with Section 4103 of the California Revenue and Taxation Code.

"Assessment Installment Receivables Schedule" means the schedule attached as (or incorporated by reference in) EXHIBIT A hereto, as such schedule may be amended from time to time in accordance with Section 3.01(e) hereof, with respect to the Assessments levied on the Properties described on EXHIBIT A hereto.

"Assessment Lien" means any lien that attaches, by operation of Section 2187 of the California Revenue and Taxation Code, to the fee interest in real property.

"Associate Member" any Associate Member of WRCOG that is participating in the California HERO Program.

"Bond Counsel" means Best Best & Krieger LLP or any other attorney or firm of attorneys of nationally recognized expertise with respect to legal matters relating to public financing in the State.

"Business Day" means any day that is not a Saturday, Sunday or other day on which commercial banking institutions in New York or California are authorized or obligated by law or executive order to be closed.

"Chapter 29" means Chapter 29 of Part 3 of Division 7 of the California Streets and Highways Code (commencing with Section 5898.12 et seq.)

"Closing Date" means ____________, 2020.

"Collections" means, with respect to an Assessment Installment Receivable, the amount collected by the County (whether as payments by the related Property Owner in a lump sum, payments by the related Property Owner pursuant to an installment payment plan, as proceeds of sale of the related tax-defaulted Property, or otherwise) on the Assessment Installment Receivable. Collections include but are not limited to the following:

(i) the delinquent Assessment Installments payable for the Tax Year to which the Assessment Installment Receivable is related,

(ii) the ten percent (10%) penalty payable thereon in accordance with Sections 2617 and 2618 of the California Revenue and Taxation Code,

(iii) interest accruing at the rate of one and half percent (1.5%) per month in accordance with Section 4103 of the California Revenue and Taxation Code, and

(iv) all Assessment Administrative Fees levied in connection therewith that are distributable to WRCOG, if any.

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"Company" means FNA California, LLC, a limited liability company organized and existing under the laws of the state of Illinois or any successor thereto.

"County" means the County of Riverside, California, and each county of the Associate Members, which could include the unincorporated area of any county which is an Associate Member.

"Cut-off Date" means ________, 2020.

"Defective Assessment Installment Receivable" has the meaning set forth in Section 3.01(c) hereof.

"Defective Assessment Installment Receivable Purchase Amount" means, as to any Defective Assessment Installment Receivable, an amount equal to the Purchase Price and Premium of such Defective Assessment Installment Receivable set forth on the Assessment Installment Receivables Schedule reduced by the amount, if any, of Collections on such Defective Assessment Installment Receivable which have been applied to the recovery of such Purchase Price and Premium and paid to the Company as of the date of calculation.

"Delinquent Tax Roll" means the delinquent tax roll which is delivered by the Treasurer-Tax Collector of the County to the Auditor-Controller of the County pursuant to Section 2627 of the Revenue and Taxation Code of the State, or such other report, file or data of the Treasurer-Tax Collector or Auditor-Controller of the County as may be available from the County and mutually satisfactory to WRCOG and the Company.

"Executive Order" means Executive Order No. N-61-20 issued by Governor Newsom on May 6, 2020, as maybe extend or amended in the future.

"Master Indenture" means, as applicable, each of the master indentures listed on EXHIBIT B, incorporated herein by reference.

"Opinion of Counsel" means one or more written opinions of counsel, who may be an employee of or counsel to WRCOG, which counsel shall be acceptable to the recipient of such opinion or opinions.

"Person" any individual, corporation, partnership (general or limited), limited liability company, limited liability partnership, firm, joint venture, association, joint-stock company, trust, estate, unincorporated organization, governmental body or other entity.

"Premium" has the meaning set forth in Section 2.01(a) hereof.

"Property" means, with respect to an Assessment Installment Receivable, either a residential or commercial parcel of real property that is encumbered by the Assessment Lien of such Assessment Installment Receivable.

"Property Owner" means, with respect to an Assessment Installment Receivable, the fee owner or owners of the related Property.

"Purchase Price" has the meaning set forth in Section 2.01(a) hereof.

"Purchased Tax Year" means, for a given Assessment Installment Receivable, the Tax Year ending on June 30 of the applicable calendar year, as set forth in EXHIBIT A hereto.

"Purchased Receivables" means the Assessment Installment Receivables listed on the Assessment Installment Receivables Schedule and purchased by the Company pursuant to this Agreement.

"Responsible Officer" means, with respect to WRCOG, the Executive Director, the Chief Financial Officer, Director of Energy and Environmental Programs of WRCOG or any other official of WRCOG customarily performing functions similar to those performed by any of the above designated officials, and also with respect to a particular matter, any other official of WRCOG to whom such matter is referred because of such official's knowledge of and familiarity with the particular subject.

"State" means the State of California.

"Tax Year" means the 12-month period beginning on July 1 in any year and ending on the following June 30. Whenever in this Agreement reference is made to the Tax Year of a certain year, such reference is to the Tax Year ending June 30 of that year.

"Trustee" shall mean Deutsche Bank National Trust Company, a national banking association duly organized and existing under the laws of the United States of America, acting as trustee and not in its individual capacity, its successors and assigns, and any other corporation or association which may be at any time substituted in its place, as provided in the applicable Master Indenture.

"WRCOG" means Western Riverside Council of Governments, a joint exercise of powers authority organized and existing under the laws of the State, including any entity with which it may be consolidated or which otherwise succeeds to the interests of WRCOG.

"WRCOG Program" means the Energy Efficiency and Water Conservation Program for Western Riverside County and the California HERO Program established by WRCOG pursuant to Chapter 29 and the 1915 Act.

Section 1.02. Other Definitional Provisions.

(a) All terms defined in this Agreement shall have the defined meanings when used in any certificate or other document made or delivered pursuant hereto unless otherwise defined therein.

(b) As used in this Agreement and in any certificate or other document made or delivered pursuant hereto or thereto, accounting terms not defined in this Agreement or in any such certificate or other document, and accounting terms partly defined in this Agreement or in any such certificate or other document to the extent not defined, shall have the respective meanings given to them under generally accepted accounting principles. To the extent that the definitions of accounting terms in this Agreement or in any such certificate or other document are inconsistent with the meanings of such terms under generally accepted accounting principles, the definitions contained in this Agreement or in any such certificate or other document shall control.

(c) The words "hereof", "herein", "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement; Article, Section, Schedule and Exhibit references contained in this Agreement are references to Articles, Sections, Schedules and Exhibits in or to this Agreement unless otherwise specified; and the term "including" shall mean "including without limitation."

(d) The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such terms.

(e) Any agreement, instrument or statute defined or referred to herein or in any instrument or certificate delivered in connection herewith means such agreement, instrument or statute as from time to time amended, modified or supplemented and includes (in the case of agreements or instruments) references to all attachments thereto and instruments incorporated therein; references to a Person are also to its permitted successors and assigns.

Section 1.03. Term of this Agreement.
This Agreement shall remain in full force and effect for the period during which any of the Assessment Installment Receivables purchased under this Agreement remains outstanding.

Article II
Purchase and Sale of Assessment Installment Receivables

Section 2.01. Purchase and Sale of Assessment Installment Receivables; Assignment of Rights.

(a) *Purchase and Sale.* In consideration of the Company's promise to deliver on the Closing Date to or upon the order of WRCOG the sum of $_______________ (the "Purchase Price"), which is equal to the principal amount of the delinquent Assessment Installments included in Assessment Installment Receivables to be purchased, plus a premium equal to two and one half percent (2.50%) of the Purchase Price (the "Premium"), WRCOG does hereby sell, transfer, assign, set over and otherwise convey to the Company, without recourse (but subject to the obligations herein), all right, title and interest of WRCOG on the Closing Date, free and clear of all liens, claims and interest, whether now owned or hereinafter acquired, in and to:

(i) the Assessment Installment Receivables;

(ii) all Collections in respect of the Assessment Installment Receivables since the Cut-off Date; and

(iii) the proceeds of any and all of the foregoing.

(b) *Collections.* The Company shall be entitled, from and after the Closing Date, to receive all Collections with respect to the Assessment Installment Receivables.

(c) *Payment and Application of Purchase Price.* On the Closing Date, the Company shall pay or cause to be paid the Purchase Price, together with the Premium thereon, in immediately available funds by federal funds wire to or upon the order of WRCOG. WRCOG covenants that (i) it shall treat the Purchase Price as Assessments or Assessment Administrative Fees, as applicable, for all purposes under the terms of the applicable Master Indenture or other document by which any bonds, notes or other evidences of indebtedness were issued and secured by the Assessments to which the Assessment Installment Receivables relate, and (ii) it shall apply the Purchase Price to the payment of the bonds secured by the Assessments to which the Assessment Installment Receivables relate, and to the other authorized purposes to which the Assessments or the Assessment Administrative Fees may be applied (including without limitation replenishment of reserve funds and payment of administrative expenses), to the same extent that the proceeds of the Assessments and Assessment Administrative Fees constituting the Assessment Installment Receivables would have been required to be applied had they been paid by the respective property owner before delinquency and received by WRCOG.

(d) *Assessment Installment Receivables subject to the Executive Order.* The Company hereby acknowledges that a portion of the Assessment Installment Receivables may be subject to the Executive Order and that for such Assessment Installment Receivables the Company will not receive certain fees and penalties which were cancelled pursuant to the provisions of such Executive Order. The Company hereby agrees that WRCOG has no obligation to pay to the Company any such fees or penalties suspended and cancelled pursuant to the provisions of the Executive Order; provided, however, if such fees or penalties which have been cancelled for any Assessment Installment Receivable are paid by the property owner and received by WRCOG, such fees and penalties shall be remitted to the Company.

Section 2.02. Closing Conditions. The obligation of the Company to purchase the Assessment Installment Receivables and pay the Purchase Price, together with the Premium thereon, will be subject to the accuracy of the representations and warranties of WRCOG herein, to the accuracy of statements to be made by or on behalf of WRCOG, to the performance by WRCOG of its obligations hereunder and to the following additional conditions precedent:

(a) *Executed Agreement.* At the Closing Date, this Agreement must have been authorized, executed and delivered by the respective parties thereto, and this Agreement and all official action of WRCOG relating thereto must be in full force and effect and not have been amended, modified or supplemented.

(b) *Closing Documents.* The Company must receive the following opinions and certificates (which may be consolidated into a single certificate for convenience), dated the Closing Date and acceptable to the Company:

(i) *Legal Opinion of Bond Counsel.* An approving opinion of Bond Counsel to the effect that the obligations of WRCOG under this Agreement are valid, binding and enforceable, and as to certain other matters, addressed to, and in form and substance satisfactory to, WRCOG and the Company.

(ii) *Certificate of WRCOG.* A certificate signed by an appropriate official of WRCOG to the effect that:

(A) WRCOG is duly organized and validly existing as a joint exercise of powers authority under the Joint Exercise of Powers Act, being Chapter 5 of Division 7, Title 1 of the Government Code of the State of California and a Joint Exercise of Powers Agreement originally made and entered into as of April 1, 1991, as further amended to date,

(B) the representatives of WRCOG who executed this Agreement have been duly authorized to do so on behalf of WRCOG,

(C) the representations, agreements and warranties of WRCOG herein are true and correct in all material respects as of the Closing Date,

(D) WRCOG has complied with all the terms of this Agreement which are required to be complied with by WRCOG prior to or concurrently with the Closing Date, and

(E) the execution and delivery of this Agreement have been approved by the governing board of WRCOG, which approval was duly and regularly adopted in accordance with all applicable legal requirements.

Section 2.03. Right to Terminate. If WRCOG is unable to satisfy the conditions set forth in Section 2.02(a) and (b) hereof, as reasonably determined by the Company, this Agreement may be canceled either in part or in its entirety by the Company at any time. Notice of such cancellation shall be given to WRCOG in writing, or by telephone confirmed in writing. Upon receipt of a notice of cancellation pursuant to this Section 2.03, WRCOG shall remit the full Purchase Price, together with the Premium thereon, to and upon the order of the Company.

Section 2.04. Pledge. Although the parties hereto intend that the sale of the Assessment Installment Receivables by WRCOG to the Company be characterized as an absolute sale rather than a secured borrowing, if the sale of the Assessment Installment Receivables is deemed to be a secured borrowing, then in order to secure WRCOG's obligations to the Company hereunder, WRCOG takes the actions set forth below.

(a) WRCOG hereby pledges, assigns and grants a lien to the Company on the following (the "Collateral"):

(i) the Assessment Installment Receivables;

(ii) the Collections; and

(iii) all proceeds of the foregoing.

(b) WRCOG represents and warrants to the Company that:

(i) this Agreement creates a valid and continuing lien on the Collateral in favor of the Company, which is prior to all other liens, and is enforceable as such as against creditors of and purchasers from WRCOG;

(ii) WRCOG owns and has good and marketable title to the Collateral free and clear of any lien, claim or encumbrance of any person subject to the provisions of the applicable Master Indenture;

(iii) other than the lien granted to the Company pursuant to this Agreement, WRCOG has not pledged, assigned, sold, granted a lien on, or otherwise conveyed any of the Collateral; and

(iv) WRCOG is not aware of any judgment or tax lien filings against WRCOG.

These representations and warranties shall survive the Closing and may not be waived.

Section 2.05. Release of Collateral upon Repurchase of Assessment Installment Receivables. Any Assessment Installment Receivable that is repurchased by WRCOG in accordance with this Agreement shall be released from the Collateral when the required payment is made pursuant to Section 3.01(e) of this Agreement. Promptly upon such release, the Company shall amend the Assessment Installment Receivables Schedule to reflect the release of such Assessment Installment Receivable from the terms of this Agreement. Such Assessment Installment Receivable shall cease to be a part of the Collateral and be released from, and no longer be subject to, the pledge of this Agreement. The Company agrees to take or cause to be taken such actions and to execute, deliver and record such instruments and documents as may be set forth in a written request of WRCOG to release such Assessment Installment Receivable from the lien of this Agreement.

Article III

The Assessment Installment Receivables

Section 3.01. Representations, Warranties and Covenants as to the Assessment Installment Receivables.

(a) *Representations and Warranties.* WRCOG hereby represents and warrants to the Company that to WRCOG's knowledge (1) as of the Closing Date for the Assessment Installment Receivables, the information set forth in the Assessment Installment Receivables Schedule will be correct in all material respects, and (2) as to each Assessment Installment Receivable transferred hereunder, as of the Closing Date:

(i) WRCOG was the sole owner of such Assessment Installment Receivable;

(ii) WRCOG has full right and authority to sell such Assessment Installment Receivable as provided in this Agreement;

(iii) WRCOG sold such Assessment Installment Receivable free and clear of any and all liens, pledges, charges, security interests or any other statutory impediments to transfer created by or imposed upon WRCOG encumbering such Assessment Installment Receivable (but subject to the right of redemption by the related Property Owner), except for liens that will be discharged by the application of the proceeds of the sale thereof;

(iv) the sale of such Assessment Installment Receivable by WRCOG did not contravene or conflict with any laws, rules or regulations applicable to WRCOG;

(v) the Assessment Installments and Assessment Administrative Fees of which the Assessment Installment Receivable constitutes a portion were validly levied by WRCOG and, to the best knowledge of WRCOG and its agents and representatives, also validly levied and collected by the County on the secured property tax roll on behalf of WRCOG, in accordance with all applicable provisions of the laws, rules and regulations of the State, the County and of the United States;

(vi) the amount of the Assessment Installment Receivable includes Assessment Installments and Assessment Administrative Fees on the secured tax roll which have been levied by WRCOG and by the County on the secured property tax roll on behalf of WRCOG during the applicable Purchased Tax Year which were delinquent as of the Cut-off Date;

(vii) the Assessment Installment Receivable was secured by a legal, valid, binding and enforceable lien on the related Property;

(viii) the lien of the Assessment Installment Receivable represented a valid, proper and enforceable lien on the related Property, the priority of which was subject only to other Assessment Liens on such Property and to certain other priorities prescribed by statute;

(ix) except for the Assessment Installment Receivables subject to the Executive Order, the amount of such Assessment Installment Receivable includes a ten percent (10%) penalty imposed pursuant to Revenue & Taxation Code Section 2617 and/or 2618 on the portion of such Assessment Installment Receivable consisting of the delinquent Assessment Installment(s) and the delinquent Assessment Administrative Fee(s);

(x) except for the Assessment Installment Receivables subject to the Executive Order, interest payable by the related Property Owner has accrued and will continue to accrue on the delinquent Assessment Installments and Assessment Administrative Fees of which the Assessment Installment Receivable constitutes a portion from July 1 of the Tax Year following the Tax Year in which such Assessment Installment Receivable first became delinquent to the date of payment of such Assessment Installments Receivable at the rate of one and a half percent (1.5%) per month (not compounded) as provided in California Revenue and Taxation Code Section 4103;

(xi) such Assessment Installment Receivable had not been discharged or disallowed (in whole or in part) in a bankruptcy proceeding;

(xii) such Assessment Installment Receivable had not been compromised, adjusted or modified (including by the granting of any discounts, allowances or credits, but not including installment payment plans in accordance with law);

(xiii) such Assessment Installment Receivable was not subject to a foreign government's diplomatic immunity from enforcement or treaty with the United States of America;

(xiv) there existed no fact, condition or circumstance that would prevent the County from being able to sell the related Property in a tax sale upon the expiration of a period of five years from July 1 of the Tax Year after the Tax Year in which the Assessment Installments became delinquent;

(xv) no right of rescission, setoff, counterclaim or defense had been asserted with respect to such Assessment Installment Receivable;

(xvi) WRCOG has not received notice that such Assessment Installment Receivable relates to a Property owned by a Property Owner that is subject to any bankruptcy proceeding commenced prior to the Closing Date;

(xvii) such Assessment Installment Receivable does not relate to a Property owned by a federal, state, or local governmental entity;

(xviii) WRCOG had not waived any penalties or interest with respect to such Assessment Installment Receivable;

(xix) each of the requirements included in the definition of "Assessment Installment Receivable" is satisfied with respect to such Assessment Installment Receivable; and

(xx) none of the exclusion criteria set forth in EXHIBIT C are applicable to such Assessment Installment Receivable unless, as of the Closing Date, any such criteria has been expressly waived in writing by the Company.

(b) *Survival of Representations and Warranties; Liability of WRCOG*.

(i) It is understood and agreed that the representations and warranties set forth in this Section 3.01, Section 2.04 Section 4.01 and Section 4.02 shall survive the consummation of the sale of the Assessment Installment Receivables on the Closing Date and shall inure to the benefit of the Company.

(ii) It is understood and agreed that the representations and warranties made by WRCOG in Section 3.01(a) hereof are made solely for the purpose of determining the existence of a Defective Assessment Installment Receivable, and in no case shall WRCOG or any of its officers or employees have any liability if it was subsequently discovered that such representations and warranties were in fact false at the time they were made, other than the obligation of WRCOG to repurchase Defective Assessment Installment Receivables as provided in this Agreement.

(c) *Defective Assessment Installment Receivables.* Upon discovery by WRCOG or the Company (based on information provided by the County, examination of the Delinquent Tax Roll, or otherwise) of a breach of any of the foregoing representations and warranties (without regard to any knowledge qualifier) that materially and adversely affects the value of any Assessment Installment Receivable (such Assessment Installment Receivable, a "Defective Assessment Installment Receivable"), the party making such discovery shall immediately notify WRCOG or the Company of such discovery and describe in reasonable detail the representations and warranties that were breached.

The Company may, at its option, require WRCOG to repurchase the Defective Assessment Installment Receivable. Under no circumstances will WRCOG have the right to require the resale of a Defective Assessment Installment Receivable to the Company. WRCOG shall have no right to substitute another Assessment Installment Receivable for a Defective Assessment Installment Receivable.

If the Company elects to require WRCOG to repurchase a Defective Assessment Installment Receivable, the Company shall give written notice to WRCOG. Such notice must (i) identify the Defective Assessment Installment Receivable, (ii) if the Assessment Installment Receivable Balance as of the Closing Date is determined to be less than the amount thereof shown on the Assessment Installment Receivables Schedule, state the amount of such deficiency and (iii) be accompanied by documentation from the County which reasonably establishes the factual basis for the determination of the breach. WRCOG shall fully cooperate (at its own expense), or utilize all reasonable efforts to cause the County to cooperate, as reasonably requested by the Company in the investigation and reporting of the foregoing matters.

For purposes of clause (ii) of the preceding paragraph, if the adjustments to the Assessment Installment Receivable Balance result from adjustments to the Delinquent Tax Roll provided by the County, the Company will use its best reasonable efforts to obtain the reason(s) for the adjustments from the County, but if the Company is unable to obtain such reasons despite using its best reasonable efforts to do so, such inability shall not be grounds for rejection or disallowance of the adjustment.

(d) *Effect of Reduced Assessment Installment Receivable Amount.* If any Assessment Installment Receivable becomes a Defective Assessment Installment Receivable solely as a result of the determination that the Assessment Installment Receivable Balance as of the Closing Date (or applicable Repurchase Date) was less than the amount set forth on the Assessment Installment Receivables Schedule, then only the amount of the reduction of such Assessment Installment Receivable shall be deemed to be repurchased and such Assessment Installment Receivable, at its reduced Assessment Installment Receivable Balance, shall continue to be an Assessment Installment Receivable for all purposes of this Agreement.

(e) *Cure or Purchase of Defective Assessment Installment Receivables.* As to any Defective Assessment Installment Receivable, on or prior to the next date on which WRCOG receives the normal payments of Assessment Installments and Assessment Administrative Fees from the County following the day on which it is discovered that what was supposed to be an Assessment Installment Receivable is, in fact, a Defective Assessment Installment Receivable, WRCOG shall, at its option, either (A) cure or cause to be cured such breach or (B) pay to the

Company, in immediately available funds, the Defective Assessment Installment Receivable Purchase Amount.

If any Assessment Installment Receivable is determined to be a Defective Assessment Installment Receivable prior to the Closing Date, the Defective Assessment Installment Receivable Purchase Amount shall be subtracted from the Purchase Price and Premium payable to WRCOG on the Closing Date.

The obligations of WRCOG under this Section 3.01(e) shall constitute the sole remedies available to the Company with respect to a Defective Assessment Installment Receivable and WRCOG shall not incur any other liability to the Company or any other Person because of any inaccuracy of any representation or warranty made under this Section 3.01 with respect to the Assessment Installment Receivables. Upon the repurchase of a Defective Assessment Installment Receivable by WRCOG, the Company shall cause the Assessment Installment Receivables Schedule to be amended to delete the Defective Assessment Installment Receivable, and WRCOG shall have no further liabilities or obligations with respect to such Defective Assessment Installment Receivable.

(f) *Company's Calculation of Defective Assessment Installment Receivables.* The Company shall cause the Company's calculations and/or recalculations of any adjustments made under this Section 3.01 (herein, "Adjustments") to be delivered to WRCOG. WRCOG shall have ten (10) Business Days after delivery thereof to review the Adjustments and submit to the Company any objections and deliver revised Adjustments to WRCOG. If WRCOG does not respond to any such Adjustments (as they may be revised) within ten (10) Business Days after delivery, such Adjustments shall be deemed final and binding on WRCOG, and WRCOG shall remit any payment required by Section 3.01(e).

Section 3.02. Enforcement and Collection; Assignment of Rights.

(a) *Enforcement Rights of the Company.* Except as provided herein, the Company shall be entitled to assert all right, title, and interest of WRCOG in the enforcement and collection of the Purchased Receivables, including but not limited to WRCOG's lien priority, and WRCOG's right to receive the Collections on the Purchased Receivables. Notwithstanding the foregoing, the Company acknowledges that Streets & Highways Code Section 5898.28(b)(2) provides that (i) the Company is not authorized to initiate and prosecute a judicial foreclosure action upon the Properties securing the payment of the Purchased Receivables and (ii) prosecution of such a judicial foreclosure action remains the responsibility of WRCOG.

From and after the receipt by WRCOG of the Purchase Price on the Closing Date, WRCOG shall have no rights whatsoever in and to the Purchased Receivables, including but not limited to the right to receive any Collections in respect of the Purchased Receivables, except with respect to Defective Assessment Installment Receivables repurchased by WRCOG in accordance with Section 3.01 hereof.

WRCOG shall cooperate fully with the Company as may be reasonably required by the Company to exercise any enforcement rights granted to the Company under this Agreement. WRCOG shall take all actions as may be reasonably required by law, including but not limited to the initiation of judicial foreclosure proceedings upon the request of the Company upon the Properties securing the payment of the Purchased Receivables upon behalf of the Company as provided for herein, fully to preserve, maintain, defend, protect and confirm the interests of the Company in the Purchased Receivables and the Collections. Any such enforcement actions, including judicial foreclosure proceedings, required to be undertaken by WRCOG at the Company's request shall be at the sole expense of the Company. If the cost of any such enforcement action is recovered by WRCOG such funds shall first be used to reimburse WRCOG for any such costs that have not been paid by the Company and, upon reimbursement of WRCOG for all such costs, such remaining funds shall be used to reimburse the Company for such costs as have been paid by the Company.

The Company and WRCOG agree that the primary means of enforcement of the payment of a Purchased Receivable shall be a tax sale by the County in which the Property securing such Purchased Receivable is located pursuant to the applicable provisions of Part 6 of Division 1 of the California Revenue and Taxation Code (the "R&T Code"). The Company shall initially forebear from requesting WRCOG to initiate judicial foreclosure proceedings upon any Property securing the payment of a Purchased Receivable for a period of four (4) years from the date of the original delinquency of the Purchased Receivable. If the County in which such Property is located fails to attempt to sell such Property within two (2) years from the date such Property can be sold at a tax sale pursuant to R&T Code Section 3691, the Company may request that WRCOG initiate judicial foreclosure proceedings to secure the payment of the Purchased Receivable and WRCOG shall be obligated to initiate such proceedings.

(b) *Change of Records; Further Actions and Assurances.* On or before the Closing Date, WRCOG shall mark its appropriate records so that, from and after the Closing Date, records of WRCOG shall indicate that such Purchased Receivables have been sold. WRCOG hereby agrees to (i) execute, deliver and cause to be approved and/or recorded all documents, and take all actions, as may be required to assign the Purchased Receivables and the Collections to the Company under this Agreement, and to notify the County of the assignments made under this Agreement, and (ii) execute, deliver and cause to be approved all amendments to any documents under which bonds or other debt secured by the Purchased Receivables were issued as may be required to assign the Purchased Receivables and the Collections to the Company under this Agreement, and to notify any applicable bond trustee, fiscal agent or payment agent of the assignments made under this Agreement.

(c) *Administration and Remittances of Collections.* WRCOG shall take all commercially reasonable best efforts as may be required to cause the Collections, when remitted by the County to WRCOG, to be remitted as soon as reasonably possible, and in any event not less frequently than once per calendar year, by or on behalf of WRCOG to the Company by federal funds wire transfer to the following account:

CIBC Bank USA
ABA 071006486
Acct Number: 2202292
Acct Name: Elm Limited LLC

If the Company becomes aware of Collections that have been remitted by the County to WRCOG and not paid to the Company, the Company may notify WRCOG in writing and WRCOG agrees to take all actions required to remit those Collections to the Company as soon as reasonably possible. If any Collections received by WRCOG from the County are not remitted to the Company within ten (10) business days of such notice, WRCOG agrees to pay to the Company upon demand interest on the amount of such unpaid Collections at the rate of ten percent (10%) per annum for each day such Collections remain unpaid after such date.

WRCOG shall cause all notices and reports relating to the Purchased Receivables to be provided to the Company as and when they are available from WRCOG, the Trustee or the Assessment Administrator. In addition, WRCOG shall provide, or cause the Assessment Administrator to provide monthly reporting to the Company on the status of Assessment Installment Receivables, cash reconciliations, and such other similar reports as the Company may reasonably request to enable the Company to account for the Assessment Installment Receivables. The costs of providing such notices and reports as described in this paragraph shall be borne by WRCOG.

(d) *Covenant Not to Waive Penalties.* WRCOG agrees not to waive all or any portion of delinquency penalties and redemption penalties as permitted by any provision of applicable law with respect to any delinquent Assessment Installments included within the Purchased Receivables.

Article IV

WRCOG

Section 4.01. Representations of WRCOG. WRCOG makes the following representations on which the Company is deemed to have relied in acquiring the Assessment Installment Receivables. The representations speak as of the Closing Date, and shall survive the sale of the Assessment Installment Receivables to the Company and the pledge thereof to the Company pursuant to this Agreement.

(a) *Due Organization, Existence and Company.* WRCOG is a joint exercise of powers authority, duly organized and validly existing under the Joint Exercise of Powers Act, being Chapter 5 of Division 7, Title 1 of the Government Code of the State of California and a Joint Exercise of Powers Agreement originally made and entered into as of April 1, 1991, as further amended to date, has full legal right, power and authority under the Constitution and laws of the State to enter into this Agreement, to sell the Assessment Installment Receivables and the Collections to the Company, and to carry out and consummate all transactions contemplated hereby.

(b) *Due Execution.* By all necessary official action of the governing board of WRCOG, WRCOG has duly authorized and approved the execution and delivery of, and the performance by it of the obligations contained in this Agreement, and, as of the date hereof, such authorizations and approvals are in full force and effect and have not been amended, modified or rescinded.

(c) *Valid, Binding and Enforceable Obligations.* This Agreement constitutes the legal, valid and binding obligation of WRCOG, enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or affecting creditors' rights, generally.

(d) *Consents and Approvals.* No consent or approval of any trustee or holder of any indebtedness of WRCOG or of the voters of WRCOG's member jurisdictions, and no consent, permission, authorization, order or license of, or filing or registration with, any governmental agency, is necessary in connection with the execution and delivery of this Agreement, or the consummation of any transaction herein or therein contemplated, except as have been obtained or made and as are in full force and effect.

(e) *No Conflicts.* The authorization, execution and delivery of this Agreement and compliance with the provisions of this Agreement do not and will not conflict with or constitute a breach of or default under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment, decree, license, permit, trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument to which WRCOG (or any of its officers in their respective capacities as such) are subject, or by which it or any of its properties are bound; nor will any such authorization, execution, delivery or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of its assets or properties or under the terms of any such law, regulation or instrument, except as may be provided by this Agreement.

(f) *No Litigation.* No action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, is pending with service of process accomplished or, to the knowledge of WRCOG, pending or threatened, that:

(i) in any way questions the legal existence of WRCOG or the titles of the officers of WRCOG to their respective offices that would have any material likelihood of affecting the obligations of WRCOG under this Agreement;

(ii) contests the validity or the power and authority of WRCOG to sell or pledge the Assessment Installment Receivables to Company;

(iii) affects, contests or seeks to prohibit, restrain or enjoin the execution and delivery of this Agreement, the sale or pledge of the Assessment Installment Receivables by WRCOG to Company, or the payment of Collections on the Assessment Installment Receivables to the Company;

(iv) in any way contests or affects the validity of this Agreement, the power or authority of WRCOG to enter into this Agreement and perform its obligations hereunder or the consummation of the transactions contemplated hereby; or

(v) may result in any material adverse change relating to WRCOG's ability to comply with its obligations under this Agreement or to the Assessment Installment Receivables.

Section 4.02. Additional Representations and Agreements. WRCOG makes the following additional representations and agreements as of the Closing Date, on which the Company is deemed to have relied in acquiring the Assessment Installment Receivables:

(a) WRCOG has transferred the Assessment Installment Receivables to the Company pursuant to this Agreement for the Purchase Price, together with the Premium thereon, specified in this Agreement in cash. The consideration paid to WRCOG represents the fair market value of the Assessment Installment Receivables. This consideration was agreed upon as the result of arm's length negotiations. WRCOG has determined that the transactions contemplated by this Agreement and the related documents provide the maximum available financial benefits to WRCOG consistent with other objectives and requirements of WRCOG.

(b) WRCOG properly treats the transfer of the Assessment Installment Receivables to the Company as a sale pursuant to generally accepted accounting principles.

(c) There are no other agreements between WRCOG and the Company relating to or affecting the Assessment Installment Receivables, other than this Agreement.

(d) WRCOG does not receive any payments with respect to the Assessment Installment Receivables, except pursuant to this Agreement.

(e) WRCOG will mark its appropriate records so that they indicate the Assessment Installment Receivables have been sold and that the Company is the owner of such Assessment Installment Receivables. Such records of WRCOG may be in the form of a computer tape, microfiche, or other electronic or computer media.

(f) Sales of assets to the Company by WRCOG, including but not limited to the Assessment Installment Receivables, at all times have constituted and will constitute absolute transfers and conveyances, for fair and reasonably equivalent consideration, of all of the seller's right, title and interest in, to and under those assets for all purposes.

(g) WRCOG at no time has taken or will take any action that is inconsistent with any of the foregoing assumptions and that has given or will give (i) any creditor or future creditor of the Company cause to believe mistakenly that any obligation incurred by WRCOG has been or will be not only the obligation of WRCOG, but also of the Company, or (ii) any creditor or future creditor of either WRCOG or the Company cause to believe mistakenly that WRCOG and the Company have not been or will not continue to remain separate and distinct entities.

Section 4.03. Representations of Company. Company makes the following representations as of the Closing Date on which the WRCOG is deemed to have relied in selling the Assessment Installment Receivables to Company.

(a) *Due Organization, Existence and Company.* Company is a limited liability company, duly organized and validly existing under the laws of the State of Illinois, has full legal right, power and authority under the Constitution and laws of the State to enter into this Agreement, to purchase the Assessment Installment Receivables and the Collections from WRCOG, and to carry out and consummate all transactions contemplated hereby.

(b) *Due Execution.* By all necessary official action of Company, Company has duly authorized and approved the execution and delivery of, and the performance by it of the obligations contained in this Agreement, and, as of the date hereof, such authorizations and approvals are in full force and effect and have not been amended, modified or rescinded.

(c) *Valid, Binding and Enforceable Obligations.* This Agreement constitutes the legal, valid and binding obligation of Company, enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or affecting creditors' rights, generally.

(d) *No Conflicts.* The authorization, execution and delivery of this Agreement and compliance with the provisions of this Agreement do not and will not conflict with or constitute a breach of or default under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment, decree, license, permit, trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument to which Company (or any of its officers in their respective capacities as such) are subject, or by which it or any of its properties are bound; nor will any such authorization, execution, delivery or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of its assets or properties or under the terms of any such law, regulation or instrument, except as may be provided by this Agreement.

(e) *Consents and Approvals.* No consent or approval of any trustee or holder of any indebtedness of Company and no consent, permission, authorization, order or license of, or filing or registration with, any governmental agency, is necessary in connection with the execution and delivery of this Agreement, or the consummation of any transaction herein or therein contemplated, except as have been obtained or made and as are in full force and effect.

(f) *No Litigation.* No action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, is pending with service of process accomplished or, to the knowledge of Company, pending or threatened, that:

(i) in any way questions the legal existence of Company or the titles of the officers of Company to their respective offices that would have any material likelihood of affecting the obligations of Company under this Agreement;

(ii) contests the validity or the power and authority of Company to purchase the Assessment Installment Receivables from WRCOG;

(iii) affects, contests or seeks to prohibit, restrain or enjoin the execution and delivery of this Agreement, the purchase of the Assessment Installment Receivables by Company from WRCOG, or the payment of Collections on the Assessment Installment Receivables to the Company;

(iv) in any way contests or affects the validity of this Agreement or the consummation of the transactions contemplated hereby; or

(v) may result in any material adverse change relating to Company's ability to comply with its obligations under this Agreement.

Article V

Miscellaneous

Section 5.01. Amendment. This Agreement may be amended by an instrument in writing signed by WRCOG and the Company.

Section 5.02. Entire Agreement. This Agreement shall constitute the entire agreement between the parties hereto and is made solely for the benefit of the parties hereto. No other person shall acquire or have any right hereunder by virtue hereof, except as provided herein.

Section 5.03. Notices. All notices or communications to be given under this Agreement shall be given by first class mail or personal delivery to the party entitled thereto at its address set forth below, or at such address as the party may provide to the other party in writing from time to time. Notice shall be effective either (a) upon actual receipt after deposit in the United States mail, postage prepaid, or (b) in the case of personal delivery to any person, upon actual receipt. The Company or WRCOG may, by written notice to the other parties, from time to time modify the address or number to which communications are to be given hereunder.

If to the Company:	FNA California, LLC c/o First National Assets 120 N. LaSalle, Suite 1220 Chicago, IL 60602 Attn: General Counsel
If to WRCOG:	Western Riverside Council of Governments 3390 University Ave. Suite 200 Riverside, California 92501 Attn: Executive Director

Section 5.04. No Assignment by WRCOG. Notwithstanding anything to the contrary contained herein, this Agreement may not be assigned by WRCOG.

Section 5.05. Limitations on Rights of Others. The provisions of this Agreement are solely for the benefit of WRCOG and the Company, and nothing in this Agreement, whether express or implied, shall be construed to give to any other Person any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions or provisions contained herein.

Section 5.06. Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 5.07. Separate Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

Section 5.08. Headings. The headings of the various Articles and Sections herein are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

Section 5.09. Governing Law and Venue.

(a) This Agreement shall be construed in accordance with the laws of the State, without reference to its conflict of law provisions, and the obligations, rights and remedies of the parties hereunder shall be determined in accordance with such laws.

(b) To the extent permitted by law, the parties hereto agree that any and all claims asserted against the Company arising under this Agreement or related thereto shall be heard and determined either in the courts of the United States located in Riverside, California or in the California State Courts located in Riverside, California.

(c) If WRCOG commences any action against the Company in a court located other than in Riverside, California, upon request of the Company, WRCOG shall either consent to a transfer of the action to a court of competent jurisdiction located in Riverside, California or, if the court where the action is initially brought will not or cannot transfer the action, WRCOG shall consent to dismiss such action without prejudice and may thereafter reinstitute the action in a court of competent jurisdiction in Riverside, California.

(d) To the extent permitted by law, the parties hereto agree that any and all claims asserted against WRCOG arising under this Agreement or related thereto shall be heard and determined either in the courts of the United States located in Riverside County, California or in the California State Courts located in Riverside County, California.

(e) If the Company commences any action against WRCOG in a court located other than in Riverside County, California, upon request of WRCOG, the Company shall either consent to a transfer of the action to a court of competent jurisdiction located in Riverside County, California or, if the court where the action is initially brought will not or cannot transfer the action, the Company shall consent to dismiss such action without prejudice and may thereafter reinstitute the action in a court of competent jurisdiction in Riverside County, California.

(f) With respect to any action between WRCOG and the Company in California State Court brought in accordance with the provisions of this Section, WRCOG and the Company each hereby expressly waives and relinquishes any rights either might otherwise have (i) to move to dismiss on grounds of forum non conveniens; (ii) to remove to Federal Court; and (iii) to move for a change of venue to a California State Court outside the county in which it is pending.

(g) With respect to any action between WRCOG and the Company in Federal Court brought in accordance with the provisions of this Section, WRCOG and the Company each hereby expressly waives and relinquishes any right either might otherwise have to move to transfer the action to another United States Court.

Section 5.10. Nonpetition Covenants. Notwithstanding any prior termination of this Agreement, WRCOG shall not, prior to the date which is one (1) year and one (1) day after the termination of this Agreement with respect to the Company, acquiesce, petition or otherwise invoke or cause the Company to invoke the process of any court or government Company for the purpose of commencing or sustaining a case against the Company under any Federal or state bankruptcy, insolvency or similar law or appointing a receiver, liquidator, assignee, trustee, custodian, sequestrator or other similar official of the Company or any substantial part of its property, or ordering the winding up or liquidation of the affairs of the Company.

Section 5.11. Successor Is Deemed Included in All References to Predecessor. Whenever in this Agreement either WRCOG or the Company is named or referred to, such reference shall be deemed to include the successors thereof, and all the covenants and agreements in this Agreement by or for the benefit of WRCOG and Company shall bind and inure to the benefit of the respective successors thereof whether so expressed or not.

Section 5.12. Waiver of Personal Liability. No member, officer, agent or employee of the Company or WRCOG shall be individually or personally liable for the payment of any amount due hereunder or be subject to any personal liability or accountability by reason of the transactions described herein; but nothing herein contained shall relieve any such member, officer, agent or employee from the performance of any official duty provided by law or by this Agreement.

Section 5.13. Exclusive Right of First Refusal. WRCOG hereby grants to the Company an exclusive right of first refusal to purchase, upon similar and mutually agreeable terms in this Agreement, *mutatis mutandi*, Assessment Installment Receivables that become delinquent with respect to the Tax Years ending on June 30, 2022, June 30, 2023 and June 30, 2024 as follows:

(a) With respect to Assessment Installment Receivables secured by Properties that also secure Assessment Installment Receivables that were previously purchased by the Company, such purchases shall be documented by the execution of an agreement in the form of this Agreement, *mutatis mutandi*, with the purchase price and premium calculated in the same manner as this Agreement; and

(b) With respect to all other Assessment Installment Receivables, such purchases shall be documented by the execution of an agreement in the form of this Agreement, *mutatis mutandi*, with the purchase price and premium calculated in the same manner as this Agreement, modified as the parties mutually agree.

[Next page is signature page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS

By ________________________________

Name: Casey Dailey

Title: Director of Energy and Environmental Programs

Approved as to Form:

By:________________________________

Bond Counsel

FNA CALIFORNIA, LLC

By ________________________________

Name: John Eisinger

Title: CEO

EXHIBIT “A”

ASSESSMENT INSTALLMENT RECEIVABLES SCHEDULE

EXHIBIT "B"

LIST OF MASTER INDENTURES

a. Master Indenture by and between WRCOG and Deutsche Bank National Trust Company, as Trustee, dated as of September 1, 2013, relating to the Western Riverside Council of Governments Limited Obligation Improvement Bonds (Energy Efficiency and Water Conservation Program for Western Riverside County) (First Residential Property Tranche – Phase Three), as amended by the First Amendment to the Master Indenture dated as of February 1, 2014.

b. Master Indenture by and between WRCOG and Deutsche Bank National Trust Company, as Trustee, dated as of February 1, 2014, relating to the Western Riverside Council of Governments Limited Obligation Improvement Bonds (WRCOG Program and California HERO Program) (First Residential Property Tranche – Phase One)

c. Master Indenture by and between WRCOG and Deutsche Bank National Trust Company, as Trustee, dated as of August 1, 2014, relating to the Western Riverside Council of Governments Limited Obligation Improvement Bonds (WRCOG Program and California HERO Program) (Second Residential Property Tranche – Phase One)

d. Amended and Restated Master Indenture by and between WRCOG and Deutsche Bank National Trust Company, as Trustee, dated as of March 1, 2015, relating to the Western Riverside Council of Governments Limited Obligation Improvement Bonds (WRCOG Program and California HERO Program) (Second Residential Property Tranche – Phase One)

e. Master Indenture by and between WRCOG and Deutsche Bank National Trust Company, as Trustee, dated as of March 1, 2015 relating to the Western Riverside Council of Governments Limited Obligation Improvement Bonds (WRCOG Program and California HERO Program) (Third Residential Property Tranche – Phase One)

f. Master Indenture by and between WRCOG and Deutsche Bank National Trust Company, as Trustee, dated as of July 1, 2015, relating to the Western Riverside Council of Governments Limited Obligation Improvement Bonds (WRCOG Program and California HERO Program) (Fourth Residential Property Tranche – Phase One);

g. Master Indenture by and between WRCOG and Deutsche Bank National Trust Company, as Trustee, dated as of October 1, 2015, relating to the Western Riverside Council of Governments Limited Obligation Improvement Bonds (WRCOG Program and California HERO Program) (Fifth Residential Property Tranche – Phase One)

h. Master Indenture by and between WRCOG and Deutsche Bank National Trust Company, as Trustee, dated as of January 1, 2016, relating to the Western Riverside Council of Governments Limited Obligation Improvement Bonds

(WRCOG Program and California HERO Program) (Sixth Residential Property Tranche – Phase One)

i. Master Indenture by and between WRCOG and Deutsche Bank National Trust Company, as Trustee, dated as of May 1, 2016, relating to the Western Riverside Council of Governments Limited Obligation Improvement Bonds (WRCOG Program and California HERO Program) (Seventh Residential Property Tranche – Phase One)

j. Master Indenture by and between WRCOG and Deutsche Bank National Trust Company, as Trustee, dated as of June 1, 2016, relating to the Western Riverside Council of Governments Limited Obligation Improvement Bonds (WRCOG Program and California HERO Program) (Lifestyle Residential Property Tranche – Phase One)

k. Master Indenture by and between WRCOG and Deutsche Bank National Trust Company, as Trustee, dated as of September 1, 2016, relating to the Western Riverside Council of Governments Limited Subordinate Obligation Improvement Bonds (WRCOG HERO Program) (First Residential Property Tranche – Phase One)

l. Master Indenture by and between WRCOG and Deutsche Bank National Trust Company, as Trustee, dated as of September 1, 2016, relating to the Western Riverside Council of Governments Limited Obligation Improvement Bonds (WRCOG Program and California HERO Program) (Eighth Residential Property Tranche – Phase One)

m. Master Indenture by and between WRCOG and Deutsche Bank National Trust Company, as Trustee, dated as of January 1, 2017, relating to the Western Riverside Council of Governments Limited Obligation Improvement Bonds (WRCOG Program and California HERO Program) (Ninth Residential Property Tranche – Phase One)

n. Amended and Restated Master Indenture by and between WRCOG and Deutsche Bank National Trust Company, as Trustee, dated as of March 1, 2017, relating to the Western Riverside Council of Governments Limited Subordinate Obligation Improvement Bonds (WRCOG HERO Program) (First Residential Property Tranche – Phase One)

o. Master Indenture by and between WRCOG and Deutsche Bank National Trust Company, as Trustee, dated as of May 1, 2017, relating to the Western Riverside Council of Governments Limited Obligation Improvement Bonds (WRCOG HERO Program) (Tenth Residential Property Tranche – Phase One)

p. Master Indenture by and between WRCOG and Deutsche Bank National Trust Company, as Trustee, dated as of August 1, 2017, relating to the Western Riverside Council of Governments Limited Obligation Improvement Bonds (WRCOG HERO Program) (Eleventh Residential Property Tranche – Phase One)

q. Master Indenture by and between WRCOG and Deutsche Bank National Trust Company, as Trustee, dated as of January 1, 2018, relating to the Western Riverside Council of Governments Limited Obligation Improvement Bonds (WRCOG HERO Program) (Twelfth Residential Property Tranche – Phase One)

r. Master Indenture by and between WRCOG and The Bank of New York Mellon Trust Company, N.A., as Trustee, dated as of July 1, 2018, relating to the Western Riverside Council of Governments Limited Obligation Improvement Bonds (WRCOG HERO Program) (Thirteenth Residential Property Tranche – Phase One)

s. Indenture by and between WRCOG and The Bank of New York Mellon Trust Company, N.A., as Trustee, dated as of February 1, 2020, relating to the Western Riverside Council of Governments Limited Obligation Improvement Refunding Bonds, Series 2020

t. Master Indenture by and between WRCOG and Wilmington Trust, National Association, as Trustee, dated as of June 1, 2017, relating to the CaliforniaFIRST Limited Obligation Improvement Bonds (M4WR)

u. Amended and Restated Master Indenture by and between WRCOG and Wilmington Trust, National Association, as Trustee, dated as of July 27, 2017, relating to the CaliforniaFIRST Limited Obligation Improvement Bonds (M4WR)

v. Amended and Restated Master Indenture by and between WRCOG and Wilmington Trust, National Association, as Trustee, dated as of July 27, 2017, relating to the CaliforniaFIRST Limited Obligation Improvement Bonds (M4WR)

w. Master Indenture by and between WRCOG and Wilmington Trust, National Association, as Trustee, dated as of November 16, 2017, relating to the CaliforniaFIRST Limited Obligation Improvement Bonds (M5WR)

x. Amended and Restated Master Indenture by and between WRCOG and Wilmington Trust, National Association, as Trustee, dated as of May 10, 2018, relating to the CaliforniaFIRST Limited Obligation Improvement Bonds (M5WR)

y. Master Indenture by and between WRCOG and Wilmington Trust, National Association, as Trustee, dated as of July 27, 2018, relating to the CaliforniaFIRST Limited Obligation Improvement Bonds (M6WR)

z. Master Indenture by and between WRCOG and The Bank of New York Mellon Trust Company, N.A., as Trustee, dated as of March 1, 2018, relating to the Western Riverside Council of Governments PACEfunding Limited Obligation Improvement Bonds

aa. Amended and Restated Master Indenture by and between WRCOG and The Bank of New York Mellon Trust Company, N.A., as Trustee, dated as of September 1, 2018, relating to the Western Riverside Council of Governments PACEfunding Limited Obligation Improvement Bonds

bb. Second Master Indenture by and between WRCOG and The Bank of New York Mellon Trust Company, N.A., as Trustee, dated as of January 1, 2019, relating to the Western Riverside Council of Governments PACEfunding Limited Obligation Improvement Bonds

cc. Third Master Indenture by and between WRCOG and The Bank of New York Mellon Trust Company, N.A., as Trustee, dated as of January 1, 2019, relating to the Western Riverside Council of Governments PACEfunding Limited Obligation Improvement Bonds

[TO BE UPDATED]

EXHIBIT “C”

EXCLUSION CRITERIA

1. On the Closing Date, an Assessment Installment Receivable that is not lawfully collectable or no longer constitutes a valid and existing lien on the subject Property.

2. On the Closing Date, an Assessment Installment Receivable where the subject Property (i) has been or is expected to be designated as a CERCLA or government designated environmental cleanup site or (ii) is subject to environmental contamination that could materially decrease the market value thereof.

3. On the Closing Date, a subject Property that is described as, owned by, or used for (a) vacant land, (b) a church or religious organization, (c) orphanages or other non-profit or charitable services, (d) sanitariums, convalescent and rest homes, (e) military properties, (f) forests parks or recreational areas, (g) public schools, (h) public colleges (i) public hospitals, (j) county properties, (k) state properties, (l) federal properties, (m) municipal properties, (n) utility properties (e.g., gas, electric, telephone, water, sewage, railroads, pipelines, canals, radio/tv/mobile communications towers), (o) subsurface rights, (p) right-of-way, streets, roads, irrigation channels and ditches, (q) rivers, lakes or other submerged lands, (r) sewage, disposal, solid waste disposal, borrow pits, drainage reservoirs, waste lands, marshes, sand dunes, or swamps or (s) heavy manufacturing or mineral processing.

4. At the time of origination, a subject Property, including improvements thereon, has an assessed value or market value of less than $75,000.

5. On the Closing Date, an Assessment Installment Receivable where the original date of delinquency is greater than three hundred sixty-five (365) days prior to the Cut-off Date.

6. An Assessment Installment Receivable that was not originated by a WRCOG or any of its authorized program administrators.

7. On the Closing Date, an Assessment Installment Receivable that has been (a) challenged as to amount, enforceability or validity, (b) the subject of litigation, (c) subject to right of rescission, right of setoff or counterclaim, or (d) subjected to the assertion of defenses with respect to any of the foregoing.

8. At the time of origination, an Assessment Installment Receivable where (a) the loan to value ratio of the existing mortgage is greater than ninety percent (90%) or (b) the ratio of the aggregate amount of debt secured by any lien on the related Property to the market value of the Property is greater than ninety-five percent (95%).

9. On the Closing Date, an Assessment Installment Receivable that is subordinate to other valid claims on the subject Property or that otherwise does not have a first lien priority.

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Western Riverside Council of Governments
Executive Committee

Staff Report

Subject: **TUMF Program Activities Update: Approval of Reimbursement Agreements Amendments**

Contact: **Chris Gray, Director of Transportation & Planning, cgray@wrcog.us, (951) 405-6710**

Date: **August 3, 2020**

The purpose of this item is to *request approval of Transportation Uniform Mitigation Fee (TUMF) Reimbursement Agreement Amendments.*

Requested Actions:

1. *Authorize the Executive Director to execute a TUMF Reimbursement Agreement Amendment with the City of Menifee for the Project Planning, and Engineering phases of the Bundy Canyon / Scott Road. Widening. (Sunset to Haun) Project in an amount not to exceed $2,370,000.*
2. *Authorize the Executive Director to execute a TUMF Reimbursement Agreement Amendment with the City of Wildomar for the Project Planning, and Engineering, and Right-Of-Way phases of the Palomar Road. (Mission Trail to Jefferson) Project in an amount not to exceed $1,320,517.*
3. *Authorize the Executive Director to execute a TUMF Reimbursement Agreement Amendment with the City of Moreno Valley for the Project Planning, and Engineering, and Right-Of-Way phases of the Moreno Beach / SR-60 Interchange Project in an amount not to exceed $20,758,480.*

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 Amendments

Three Reimbursement Agreements Amendments are being presented for approval. A Reimbursement Agreement is a document between a WRCOG member jurisdiction and WRCOG and allows WRCOG to provide funding to the jurisdiction for TUMF expenses incurred for the planning, design, or construction of a TUMF project.

City of Menifee:

1. The Bundy Canyon / Scott Road Widening Project Agreement from Sunset Road to Haun Road is amended to decrease the amount of funding in the Project Planning phase and increase the amount in the Engineering phase to an amount not to exceed $2,370,000

City of Wildomar:

1. The Palomar Road Widening Project Agreement (Mission Trail to Jefferson) is amended to add a Right of Way Phase at a cost of four hundred twenty-two thousand dollars ($422,000). This increases the total amount of the agreement to an amount not to exceed $1,320,517.

City of Moreno Valley:

1. The Moreno Beach / SR-60 Interchange Project Agreement is amended to decrease the Construction phase by $300,000 and increase the Engineering phase by $300,000. The Agreement covers the Project

Planning, Engineering, Right-of-Way, and Construction phases in an amount not to exceed $20,758,480.

Prior Action:

None.

Fiscal Impact:

Transportation Department activities are included in the Agency's adopted Fiscal Year 2019/2020 Budget under the Transportation Department.

Attachments:

1. TUMF Reimbursement Agreement Amendment with the City of Menifee for the Bundy Canyon / Scott Road Widening Project (Sunset to Haun).
2. TUMF Reimbursement Agreement Amendment with the City of Wildomar for the Palomar Road Widening Project (Mission Trail to Jefferson).
3. TUMF Reimbursement Agreement Amendment with the City of Moreno Valley for the Moreno Beach / SR-60 Interchange Project.

Item 4.C

TUMF Program Activities Update: Approval of Reimbursement Agreements Amendment

Attachment 1

TUMF Reimbursement Agreement Amendment with the City of Menifee for the Bundy Canyon / Scott Road Widening Project (Sunset to Haun)

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AMENDMENT NO. _1_ TO TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM AGREEMENT

BUNDY CANYON ROAD/SCOTT ROAD WIDENING

FROM SUNSET ROAD TO HAUN ROAD

This Amendment No. 1_ to Transportation Uniform Mitigation Fee Program Agreement ("Amendment No. _1__") is entered into this ______ day of _______________, 2020_, by and between the WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS ("WRCOG") and **The City of Menifee** ("AGENCY"). WRCOG and the AGENCY are sometimes referred to individually as "Party" and collectively as "Parties."

RECITALS

A. WRCOG and AGENCY have entered into an agreement titled "Transportation Uniform Mitigation Fee Program Agreement" that is dated **7/17/2019** ("Agreement"). The Agreement provides the terms and conditions, scope of work, schedule and funding amount for the PA&ED Phase and PS&E Phase of the **Bundy Canyon Road/Scott Road Widening from Sunset Road to Haun Road** (hereinafter the "Project").

B. The Parties desire to amend the Agreement by allowing Right of Way identification costs to be included in the Scope of Work for the PS&E phase; while maintaining the original funding amount pursuant to Sections 6 and 33 of the Agreement.

AGREEMENT

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

1. The Funding Amount contained in Section 2 of the Agreement is hereby not changed. However, the funding amount for PA&ED is being reduced and the amount of the reduction is being transferred into the PS&E phase."

2. The Funding Amount is within the Maximum TUMF Share.

3. The change in scope for this project is amended to include identification (but not acquisition) of needed right-of-way as part of the PS&E phase.

4. Exhibits "A-1" and "A-2" of the Agreement are hereby replaced in their entirety by Exhibits "A-1" and "A-2" of this Amendment No. 1, which are attached hereto and incorporated by reference.

5. The above-stated Recitals are hereby fully incorporated into this Amendment No. 1.

6. Except to the extent specifically modified or amended hereunder, all of the terms, covenants and conditions of the Agreement shall remain in full force and effect between the Parties hereto.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 1 to be executed by their duly authorized representatives to be effective on the day and year first written above.

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS	**CITY OF MENIFEE**
By: ______________________________ Rick Bishop, Executive Director	By: ______________________________ **Armando Villa, City Manager**
Approved to Form:	Approved to Form:
By: ______________________________ Steven C. DeBaun General Counsel	By: ______________________________ **Jeffrey T. Melching, City Attorney**
	Attest:
	By: ______________________________ **Sarah Manwaring, City Clerk**

Exhibit A

SCOPE OF SERVICES

1. **SCOPE OF WORK: The Scope of Work as contained in the original agreement shall remain intact and is amended to allow identification of needed right-of-way within the PS&E phase. In addition, the amounts included in table A-1 and A-2 are being amended (but not increased or decreased) to reflect current anticipated costs for the PA&ED Phase and PS&E Phase as follows:**

EXHIBIT "A-1"

ESTIMATE OF COST

Phase	TUMF	LOCAL	TOTAL
PA&ED	$150,000		$150,000
PS&E	$2,220,000	$240,000	$2,460,000
RIGHT OF WAY			
CONSTRUCTION			
TOTAL	$2,370,000	$240,000	$2,610,000

EXHIBIT "A-2"

PROJECT SCHEDULE

TIMETABLE:

Phase	Estimated Completion Date	Estimated Cost	Comments
PA&ED	August 2021	$150,000	In Process
PS&E	August 2021	$2,460,000	In Process
RIGHT OF WAY	February 2022		
CONSTRUCTION	July 2022		
TOTAL			

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Item 4.C

TUMF Program Activities Update: Approval of Reimbursement Agreements Amendment

Attachment 2

TUMF Reimbursement Agreement Amendment with the City of Wildomar for the Palomar Road Widening Project (Mission Trail to Jefferson)

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AMENDMENT NO. 2 TO TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM AGREEMENT

PALOMAR ROAD (MISSION TRAIL TO JEFFERSON)

PLANNING, ENGINEERING AND RIGHT OF WAY PHASE

This Amendment No. 2 to Transportation Uniform Mitigation Fee Program Agreement ("Amendment No. 2") is entered into this ______ day of _______________, 2020, by and between the WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS ("WRCOG") and **CITY OF WILDOMAR** ("AGENCY"). WRCOG and the AGENCY are sometimes referred to individually as "Party" and collectively as "Parties."

RECITALS

A. WRCOG and AGENCY have entered into an agreement titled "Transportation Uniform Mitigation Fee Program Agreement" that is dated **October 1, 2012** ("Agreement"). The Agreement provides the terms and conditions, scope of work, schedule and funding amount for the construction of the **Palomar Road Widening** (hereinafter the "Project").

B. "WRCOG and AGENCY have entered into an amendment to the Agreement titled "Amendment No. 1 to Transportation Uniform Mitigation Fee Program Agreement" that is dated May 7, 2018 ("Amendment No. 1).

C. The Parties desire to amend the Agreement, as amended by Amendment No. 1, by increasing the funding amount pursuant to Sections 6 and 33 of the Agreement.

D. Funds are being increased for this Project because an additional phase is being added to the project.

AGREEMENT

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

1. The Funding Amount contained in Section 2 of the Agreement as amended by Amendment No. 1 is hereby amended to add a Right of Way Phase at a cost of four hundred twenty-two thousand dollars ($422,000). The amounts for the PA&ED Phase and PS&E Phase remain at five hundred seven thousand dollars ($507,000) and three hundred ninety-one thousand five hundred seventeen dollars ($391,517). This increases the total amount in Amendment 1 from eight hundred ninety-eight thousand five hundred seventeen dollars ($898,517) to an Amendment 2 amount not to exceed one million three hundred twenty thousand five hundred seventeen dollars ($1,320,517).

2. The foregoing increase in the Funding Amount is within the Maximum TUMF Share.

3. <u>AGENCY's Local Match Contribution</u>. AGENCY funding is not required, as shown in Exhibit "A" attached hereto.

4. Exhibits "A", "A-1", and "A-2" of the Agreement as amended by Amendment No. 1 are hereby replaced in their entirety by Exhibits "A", "A-1", and "A-2" of this Amendment No. 2, which are attached hereto and incorporated by reference.

5. The above-stated Recitals are hereby fully incorporated into this Amendment No. 2.

6. Except to the extent specifically modified or amended hereunder, all of the terms, covenants and conditions of the Agreement as amended, shall remain in full force and effect between the Parties hereto.

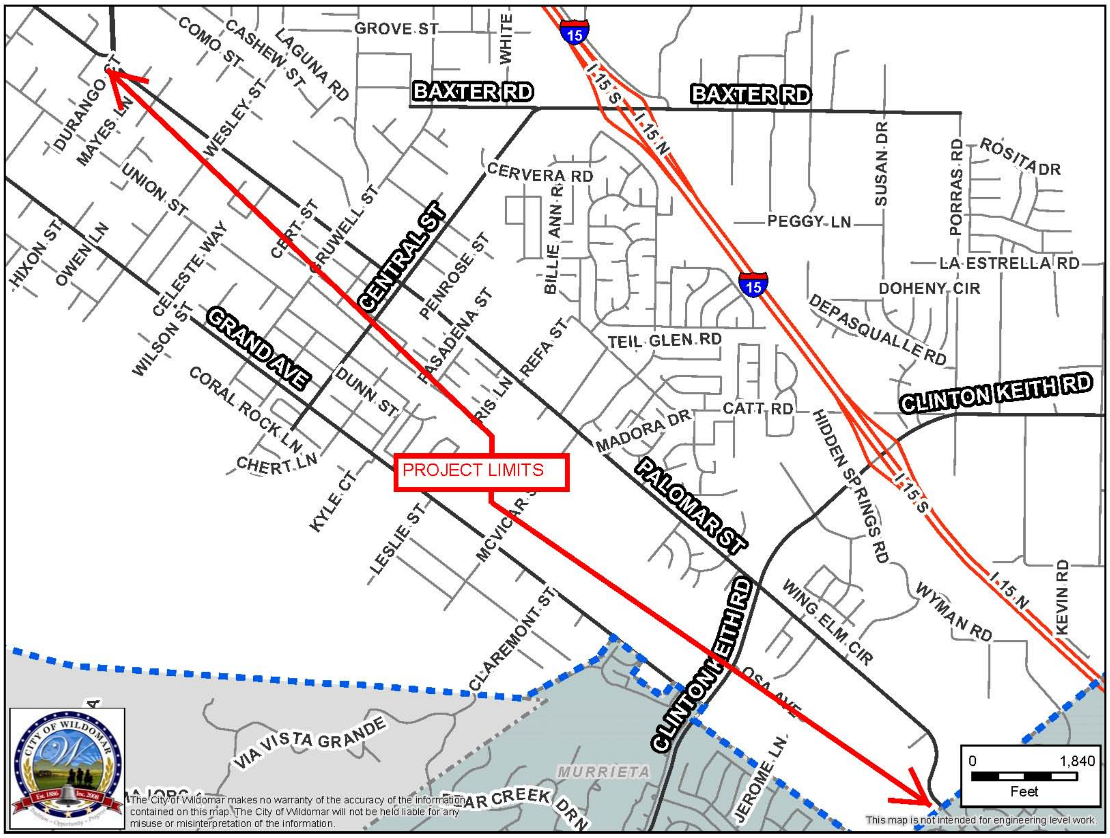
IN WITNESS WHEREOF, the Parties have caused this Amendment No. 2 to be executed by their duly authorized representatives to be effective on the day and year first written above.

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS	**CITY OF WILDOMAR**
By: ______________________________ Rick Bishop, Executive Director	By: ______________________________ Gary Nordquist, City Manager
Approved to Form:	Approved to Form:
By: ______________________________ Steven C. DeBaun General Council	By: ______________________________ Tom Jex, City Attorney
	Attest:
	By: ______________________________ Janet Morales, Acting City Clerk

Exhibit A

SCOPE OF SERVICES

SCOPE OF WORK: Palomar Road Widening includes widening of Palomar Street from Mission Trail to Jefferson Avenue. This project will widen Palomar Street to City of Wildomar General Plan width of four lanes plus a center left turn lane from Mission Trail to the Wildomar and Murrieta City limit at Jefferson Avenue. The project includes turn lanes and traffic signals at major intersections. The project will acquire the right of necessary for the General Plan width of four lanes.



A detailed scope of work for the current project phases is as follows:

Project Approval / Environmental Document (PA&ED):

Prepare necessary technical studies. Complete alternatives analysis and prepare and circulate environmental document. Obtain approval of project and environmental document from necessary legislative bodies.

Plans, Specifications, and Estimates (PS&E):

Develop topographic maps from aerial photogrammetry and ground surveys. Locate existing utilities and coordinate preparation of relocation/protection plans with utility companies. Conduct subsurface geotechnical investigations and analysis. Perform hydrology/hydraulic studies and traffic analyses. Design and prepare the construction Plans, Specifications, and Estimate.

Right of Way (ROW)

Right of way acquisition including appraisals, negotiations, document preparation and value payments for both permanent and temporary right of way required for construction of the project.

EXHIBIT "A-1"

ESTIMATE OF COST

Phase	TUMF	LOCAL	TOTAL
PA&ED	$507,000	$0	$507,000
PS&E	$391,517	$0	$391,517
RIGHT OF WAY	$422,000	$0	$422,000
CONSTRUCTION			
TOTAL	$1,320,517	$0	$1,320,517

EXHIBIT "A-2"

PROJECT SCHEDULE

TIMETABLE:

Phase	Estimated Completion Date	Estimated Cost	Comments
PA&ED	FY 20/21		
PS&E	FY 20/21		
RIGHT OF WAY	FY20/21		
CONSTRUCTION			
TOTAL			

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Item 4.C

TUMF Program Activities Update: Approval of Reimbursement Agreements Amendment

Attachment 3

TUMF Reimbursement Agreement Amendment with the City of Moreno Valley for the Moreno Beach / SR-60 Interchange Project

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AMENDMENT NO. 7 TO TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM AGREEMENT

MORENO BEACH/SR-60 INTERCHANGE

This Amendment No. 7 to Transportation Uniform Mitigation Fee Program Agreement ("Amendment No. 7") is entered into this ______ day of _______________, 2020, by and between the WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS ("WRCOG") and **CITY OF MORENO VALLEY** ("AGENCY"). WRCOG and the AGENCY are sometimes referred to individually as "Party" and collectively as "Parties."

RECITALS

A. WRCOG and AGENCY have entered into an agreement titled "Transportation Uniform Mitigation Fee Program Agreement" that is dated **March 14, 2006** ("Agreement"). The Agreement provides the terms and conditions, scope of work, schedule and funding amount for the construction of the **MORENO BEACH/SR-60 INTERCHANGE** (hereinafter the "Project").

B. "WRCOG and AGENCY have entered into an amendment to the Agreement titled "Amendment No. 1 to Transportation Uniform Mitigation Fee Program Agreement" that is dated **July 24, 2008** ("Amendment No. 1")."

C. "WRCOG and AGENCY have entered into an amendment to the Agreement titled "Amendment No. 2 to Transportation Uniform Mitigation Fee Program Agreement" that is dated **August 18, 2010** ("Amendment No. 2")."

D. "WRCOG and AGENCY have entered into an amendment to the Agreement titled

"Amendment No. 3 to Transportation Uniform Mitigation Fee Program Agreement" that is dated **August 5, 2013** ("Amendment No. 3")."

E. "WRCOG and AGENCY have entered into an amendment to the Agreement titled "Amendment No. 4 to Transportation Uniform Mitigation Fee Program Agreement" that is dated **July 26, 2017** ("Amendment No. 4")."

F. "WRCOG and AGENCY have entered into an amendment to the Agreement titled "Amendment No. 5 to Transportation Uniform Mitigation Fee Program Agreement" that is dated **September 9, 2019** ("Amendment No. 5")."

G. "WRCOG and AGENCY have entered into an amendment to the Agreement titled "Amendment No. 6 to Transportation Uniform Mitigation Fee Program Agreement" that is dated **January 7, 2020** ("Amendment No. 6")."

H. The Parties desire to amend the Agreement, as amended by Amendment Nos. 1, 2, 3, 4, 5 and 6, by decreasing the funding amount in Construction (CON) Phase 2 and increasing the funding amount in the Plans, Specifications and Estimates (PS&E) Phase by the same amount as set forth in "Exhibit A-1" of this Amendment.

AGREEMENT

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

1. The Funding Amount contained in Section 2 of the Agreement as amended by Amendment Nos. 1, 2, 3, 4, 5, and 6 for the Construction Phase 2 is hereby decreased by Three

Hundred Thousand Dollars ($300,000) to an amount not to exceed Seven Million Two Hundred Thousand Dollars ($7,200,000). Funding is hereby reallocated to the PS&E Phase in the amount of Three Hundred Thousand Dollars ($300,000) to an amount not to exceed Three Million Five Hundred Thirty-Two Thousand Four Hundred Eighty Dollars ($3,532,480). The Total Funding amount of Twenty Million Seven Hundred Fifty Eight Thousand Four Hundred Eighty Dollars ($20,758,480) remains the same.

2. Exhibits “A” and “A-1” of the Agreement as amended by Amendments Nos. 1, 2, 3, 4, 5, and 6 are hereby replaced in their entirety by Exhibits “A” and “A-1”, of this Amendment No. 7, which are attached hereto and incorporated by reference.

3. The foregoing reallocation of the Funding Amount is within the Maximum TUMF Share.

4. The above-stated Recitals are hereby fully incorporated into this Amendment No. 7.

5. Except to the extent specifically modified or amended hereunder, all of the terms, covenants and conditions of the Agreement as amended, shall remain in full force and effect between the Parties hereto.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 7 to be executed by their duly authorized representatives to be effective on the day and year first written above.

WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS

By: ______________________________
Rick Bishop, Executive Director

Approved to Form:

By: ______________________________
Steven C. DeBaun
General Counsel

CITY OF MORENO VALLEY

By: ______________________________
Michael L. Wolfe, P.E.
Public Works Director/City Engineer

Approved to Form:

By: ______________________________

City Attorney

Attest:

By: ______________________________
Pat Jacquez-Nares
City Clerk

Exhibit A

SCOPE OF SERVICES

The Project scope consists of design, environmental revalidation, right-of-way and utility confirmation, and construction phase services for Moreno Beach Phase 2/SR-60 Interchange.

The purpose of the overall project is to alleviate congestion, enhance freeway access, and increase vertical clearance for the SR-60/Moreno Beach Drive Interchange. The purpose of the project will be achieved, in general, by realigning the SR-60/Moreno Beach Drive ramps, adding auxiliary lanes, and replacing the overcrossing structure at SR-60/Moreno Beach Drive.

The scope of work for Phase 2 consists of the following: 1) reconstruction and realignment of the SR-60/Moreno Beach Drive westbound freeway ramps including addition of a westbound loop on-ramp; 2) construction of a westbound auxiliary lane, 3) installation of signalization at the intersection of the westbound ramp and Moreno Beach Drive, 4) provision for California Highway Patrol (CHP) enforcement areas, 5) addition of ramp metering, 6) replacement of the SR-60/Moreno Beach Drive overcrossing structure including raising the roadway profile and adjusting the eastbound ramps, traffic signals, and Moreno Beach Drive to grade, 7) utility relocations, 8) provision for highway planting and irrigation, and/or hardscape for the entire interchange, 9) accommodation of off-site drainage including Line K-1 along Ironwood Avenue (non-TUMF funded), 10) addition of bike lanes and sidewalks on Moreno Beach Drive, and 11) related work as required. Utility coordination is included to bring design plans up to date.

The project's Phase 1 was completed in 2013, constituting the eastbound ramps, eastbound auxiliary lane, Eucalyptus extension improvements, and related utility relocations. Phase 2 constitutes all remaining work. All work will be performed in accordance with the requirements of the California Department of Transportation (Department), City of Moreno Valley, and/or other agencies as required.

EXHIBIT "A-1"

ESTIMATE OF COST

Phase	TUMF
PA&ED	$900,000
PS&E	$3,532,480
RIGHT OF WAY	$5,626,000
CONSTRUCTION Phase 1	$3,500,000
CONSTRUCTION Phase 2	$7,200,000
TOTAL	$20,758,480

Item 4.D

Western Riverside Council of Governments
Executive Committee

Staff Report

Subject: **Approval of a Professional Services Agreement for the Analyses of the Smart Climate-Resilient Transportation Planning and Investments Project**

Contact: **Elisa Laurel, Program Manager, elaurel@wrcog.us, (951) 405-6705**

Date: **August 3, 2020**

The purpose of this item is to *request approval of a Professional Services Agreement with WSP USA, Inc., which will be working on the Caltrans grant-funded Analyses for the Smart Climate-Resilient Transportation Planning and Investments Project.*

Requested Action:

1. Authorize the Executive Director to enter into a Professional Services Agreement between WRCOG and WSP USA, Inc., to provide technical services conducting risk assessments on vulnerable transportation assets in the Inland Empire region in an amount not to exceed $379,175.47.

Analyses for Smart Climate-Resilient Transportation Planning and Investments Project

In December 2018, in coordination with the San Bernardino County Transportation Commission (SBCTA), submitted an application to the Caltrans Adaptation Planning Grant Program, seeking funding for an Analyses for the Smart Climate-Resilient Transportation Planning and Investments Project, in order to support regional efforts to conduct risk assessments on vulnerable transportation assets in the Inland Empire region. Caltrans awarded WRCOG and SBCTA a total of $409,894 to develop these analyses. The Project will expand on the Regional Climate Adaptation Toolkit that was completed in February 2020 and funded through another grant from the Caltrans Adaptation Planning Grant Program.

The goal of the Toolkit was to assist local jurisdictions in developing climate adaptation and resiliency plans for transportation infrastructure and overall community resilience at the local level through the development of the following:

1) Regional Climate Collaborative;
2) SBCTA Transportation and Community Vulnerability Assessment;
3) City-Level, Climate-Related, Transportation Hazards and Evacuation Maps;
4) Climate Resilient Transportation Infrastructure Guidebook; and
5) Regional Climate Adaptation & Resiliency Template.

This Project will expand and advance the pilot Toolkit by conducting risk assessments on a sample of vulnerable transportation assets that provide full asset value, including the needs of disadvantaged and/or vulnerable communities and transit-dependent populations. The Project will continue engagement and collaboration of partnerships across state, regional, and local governments, and stakeholders. Critical partners will include transportation users who rely on an operating regional transportation network to gain access to businesses, hospitals, and shelters. The Analyses will research and develop adaptation strategies, with their associated costs, by projecting the cost of damages and repairs to various asset classes as well as the impact of the assets' failure on the community. Furthermore, the project will incorporate co-benefits to public health, natural ecosystems, social equity, the economy, and greenhouse gas reduction. Ultimately the Analyses will provide local jurisdictions with concrete tools, methods, and resources for the region to incorporate asset risk into their planning processes for sound transportation project prioritization and investment.

Funding: Caltrans is providing $409,894 of an estimated total project cost of $463,000. The grant monies will cover all consultant expenses and a portion of WRCOG staff expenses. WRCOG will contribute $53,106 through in-kind (staff time) services to meet a required local match of 11.47% of the project whole. Of the total budgeted amount, $379,175.47 will be used for consultant expenses.

Schedule: The Project will commence immediately and, per the grant requirements, will conclude by the end of February 2022.

Prior Actions:

July 16, 2020: The Technical Advisory Committee recommended that the Executive Committee approve the Professional Services Agreement between WRCOG and WSP USA, Inc., to provide technical services conducting risk assessments on vulnerable transportation assets in the Inland Empire region in an amount not to exceed $379,175.47.

July 8, 2020: The Administration & Finance Committee recommended that the Executive Committee approve the Professional Services Agreement between WRCOG and WSP USA, Inc., to provide technical services conducting risk assessments on vulnerable transportation assets in the Inland Empire region in an amount not to exceed $379,175.47.

February 5, 2018: The Executive Committee Adopted Resolution Number 24-19; A Resolution of the Executive Committee of the Western Riverside Council of Governments authorizing the Executive Director to execute agreements with the California Department of Transportation for the Analyses for Smart Climate-Resilient Transportation Planning and Investments Project.

Fiscal Impact:

Expenditures for the Analyses for the Smart Climate-Resilient Transportation Planning and Investments Project are included in the Fiscal Year 2020/2021 Agency Budget under the Transportation Department.

Attachment:

1. Professional Services Agreement between WRCOG and WSP USA, Inc.

Item 4.D

Approval of a Professional Services Agreement for the Analyses of the Smart Climate-Resilient Transportation Planning and Investments Project

Attachment 1

Professional Services Agreement between the WRCOG and WSP USA, Inc.

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WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
PROFESSIONAL SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this ____ day of August, 2020, by and between the Western Riverside Council of Governments, a California public agency ("WRCOG") and WSP USA, Inc. ("Consultant"). WRCOG and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by WRCOG on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing climate adaptation planning services, is licensed in the State of California, and is familiar with the plans of WRCOG.

2.2 Project.

WRCOG desires to engage Consultant to render such professional services for the Regional Climate Adaptation Toolkit for Transportation Infrastructure ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to WRCOG all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the climate adaptation planning services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference, and which are stated in the proposal to WRCOG and approved by WRCOG's Executive Committee. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from August____, 2020, to April 30, 2022, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. WRCOG retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of WRCOG and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, WRCOG shall respond to Consultant's submittals in a timely manner. Upon request of WRCOG, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of WRCOG.

3.2.4 Substitution of Key Personnel. Consultant has represented to WRCOG that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of WRCOG. In the event that WRCOG and Consultant cannot agree as to the substitution of key personnel, WRCOG shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to WRCOG, or who are determined by the WRCOG to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the WRCOG. The key personnel for performance of this Agreement are as follows: **Michael Flood, WSP, Special Projects Lead and Tim Gross, WSP, Program Manager**

3.2.5 WRCOG's Representative. WRCOG hereby designates **Christopher Gray, Director of Transportation and Planning**, or his or her designee, to act as its representative for the performance of this Agreement ("WRCOG's Representative"). WRCOG's Representative shall have the power to act on behalf of WRCOG for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than WRCOG's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates **Jason Majzoub, Vice President, Senior Area Manager** or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with WRCOG staff in the performance of Services and shall be available to WRCOG's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from WRCOG, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by WRCOG to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to WRCOG, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to WRCOG, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold WRCOG, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence the Services under this Agreement until it has provided evidence satisfactory to WRCOG that it has secured all insurance required under this section, in a form and with insurance companies acceptable to WRCOG. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to WRCOG that the subcontractor has secured all insurance required under this section.

3.2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001 or exact equivalent); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage (form CA 0001, code 1 (any auto) or exact equivalent); and (3) *Workers' Compensation and Employer's Liability*:

Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability:* $1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* $1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of $1,000,000 per accident for bodily injury or disease.

3.2.10.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Services, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than $2,000,000 per claim. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement.

3.2.10.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by WRCOG to add the following provisions to the insurance policies:

(A) General Liability.

(i) Commercial General Liability Insurance must include coverage for (1) Bodily Injury and Property Damage; (2) Personal Injury/Advertising Injury; (3) Premises/Operations Liability; (4) Products/Completed Operations Liability; (5) Aggregate Limits that Apply per Project; (6) Explosion, Collapse and Underground (UCX) exclusion deleted; (7) Contractual Liability with respect to this Agreement; (8) Broad Form Property Damage; and (9) Independent Consultants Coverage.

(ii) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

(iii) The policy shall give WRCOG, its directors, officials, officers, employees, and agents insured status using ISO endorsement forms 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(iv) The additional insured coverage under the policy shall be "primary and non-contributory" and will not seek contribution from WRCOG's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13, or endorsements providing the exact same coverage.

(B) Automobile Liability.

(i) The automobile liability policy shall be endorsed to state that: (1) WRCOG, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects WRCOG, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by WRCOG, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employers Liability Coverage.

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) The insurer shall agree to waive all rights of subrogation against WRCOG, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(D) All Coverages.

(i) Defense costs shall be payable in addition to the limits set forth hereunder.

(ii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits set forth herein shall be available to WRCOG, its directors, officials, officers, employees and agents as additional insureds under said policies. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named insured; whichever is greater.

(iii) The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of WRCOG (if agreed to in a written contract or agreement) before WRCOG's own insurance or self-insurance shall be called upon to protect it as a named insured. The umbrella/excess policy shall be provided on a "following form" basis with coverage at least as broad as provided on the underlying policy(ies).

(iv) Consultant shall provide WRCOG at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to WRCOG at least ten (10) days prior to the effective date of cancellation or expiration.

(v) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(vi) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by WRCOG, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(vii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, WRCOG has the right but not the duty to obtain the insurance it deems necessary and any premium paid by WRCOG will be promptly reimbursed by Consultant or WRCOG will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, WRCOG may cancel this Agreement. WRCOG may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(viii) Neither WRCOG nor any of its directors, officials, officers, employees or agents shall be personally responsible for any liability arising under or by virtue of this Agreement.

3.2.10.5 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to WRCOG, its directors, officials, officers, employees, agents and volunteers.

3.2.10.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by WRCOG. Consultant shall guarantee that, at the option of WRCOG, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects WRCOG, its directors, officials, officers, employees, agents and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.2.10.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, licensed to do business in California, and satisfactory to WRCOG.

3.2.10.8 Verification of Coverage. Consultant shall furnish WRCOG with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to WRCOG. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by WRCOG if requested. All certificates and endorsements must be received and approved by WRCOG before work commences. WRCOG reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.10.9 Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to WRCOG that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name WRCOG as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, WRCOG may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life-saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit ”C” attached hereto and incorporated herein by reference. The total compensation shall not exceed Three Hundred Seventy-Nine Thousand, One Hundred Seventy-Five Thousand Dollars and Forty-Seven Cents **($379,175.47)** without written approval of WRCOG’s Executive Committee. Extra Work may be authorized, as described below; and if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement

3.3.2 Payment of Compensation. Consultant shall submit to WRCOG a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. WRCOG shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by WRCOG.

3.3.4 Extra Work. At any time during the term of this Agreement, WRCOG may request that Consultant perform Extra Work. As used herein, “Extra Work” means any work which is determined by WRCOG to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from WRCOG’s Representative.

3.3.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. WRCOG shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the WRCOG, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of WRCOG during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. WRCOG may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to WRCOG, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, WRCOG may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, WRCOG may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant: WSP USA Inc.
862 E. Hospitality Lane, Suite 350
San Bernardino, CA 92408
Attn: Jason Majzoub

WRCOG: Western Riverside Council of Governments
3390 University Avenue, Suite 200
Riverside, CA 92501
Attn: Christopher Gray

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for WRCOG to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subcontractors to agree in writing that WRCOG is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by WRCOG. WRCOG shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at WRCOG's sole risk.

3.5.3.2 Intellectual Property. In addition, WRCOG shall have and retain all right, title and interest (including copyright, patent, trade secret and other proprietary rights) in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents, and any and all works of authorship fixed in any tangible medium or expression, including but not limited to, physical drawings or other data magnetically or otherwise recorded on computer media ("Intellectual Property") prepared or developed by or on behalf of Consultant under this Agreement as well as any other such Intellectual Property prepared or developed by or on behalf of Consultant under this Agreement.

WRCOG shall have and retain all right, title and interest in Intellectual Property developed or modified under this Agreement whether or not paid for wholly or in part by WRCOG, whether or not developed in conjunction with Consultant, and whether or not developed by Consultant. Consultant will execute separate written assignments of any and all rights to the above referenced Intellectual Property upon request of WRCOG.

Consultant shall also be responsible to obtain in writing separate written assignments from any subcontractors or agents of Consultant of any and all right to the above referenced Intellectual Property. Should Consultant, either during or following termination of this

Agreement, desire to use any of the above-referenced Intellectual Property, it shall first obtain the written approval of the WRCOG.

All materials and documents which were developed or prepared by the Consultant for general use prior to the execution of this Agreement and which are not the copyright of any other party or publicly available and any other computer applications, shall continue to be the property of the Consultant. However, unless otherwise identified and stated prior to execution of this Agreement, Consultant represents and warrants that it has the right to grant the exclusive and perpetual license for all such Intellectual Property as provided herein.

WRCOG further is granted by Consultant a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Consultant which is the basis or foundation for any derivative, collective, insurrectional, or supplemental work created under this Agreement.

3.5.3.3 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of WRCOG, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use WRCOG's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of WRCOG.

3.5.3.4 Infringement Indemnification. Consultant shall defend, indemnify and hold WRCOG, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by WRCOG of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.6 Indemnification. Consultant shall defend, indemnify and hold the WRCOG, its officials, officers, consultants, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions or willful misconduct of Consultant, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses.

Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against WRCOG, its directors, officials, officers, consultants, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against WRCOG or its directors, officials, officers, consultants, employees, agents or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse WRCOG and its directors, officials, officers, consultants, employees, agents and/or volunteers, for any and all legal expenses and costs, including reasonable attorney's fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by WRCOG, its directors, officials, officers, consultants, employees, agents or volunteers. This section shall survive any expiration or termination of this Agreement. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

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

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

3.5.10 WRCOG's Right to Employ Other Consultants. WRCOG reserves right to employ other consultants in connection with this Project.

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

3.5.12 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of WRCOG. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subcontractors of Consultant, except as otherwise specified in this Agreement. All references to WRCOG include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

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

3.5.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

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

3.5.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, WRCOG shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of WRCOG, during the term of his or her service with WRCOG, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.19 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, 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. Consultant shall also comply with all relevant provisions of any WRCOG's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.20 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.21 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

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

3.6 Subcontracting.

3.6.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of WRCOG. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE
TO
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
PROFESSIONAL SERVICES AGREEMENT

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

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS	WSP USA, Inc.
By: ______________________________	By: ______________________________
Rick Bishop	Jason Majzoub
Executive Director	Vice President

APPROVED AS TO FORM:

By: ______________________________
General Counsel
Best Best & Krieger, LLP

EXHIBIT "A"
SCOPE OF SERVICES

SCOPE OF WORK FOR WRCOG/SBCTA
ANALYSIS FOR SMART CLIMATE-RESILIENT TRANSPORTATION
PLANNING AND INVESTMENTS

Introduction

The WRCOG/SBCTA region faces increasing risks of extreme heat, drought, wildfire, flash flooding and slope failure. The region's transportation system is directly affected by these climate hazards while at the same time must serve as a crucial source of the resilience that is so urgently needed in protecting lives and property as well as the infrastructure itself. This project, Analyses for Smart Climate-Resilient Transportation Planning and Investments can help WRCOG, SBCTA, and the region's local transportation agencies take full advantage of these opportunities. Doing so involves several technical aspects:

- ✓ Lifecycle cost accounting for the impacts of climate change over the course of an asset's useful life, as required by Executive Order B-30-15
- ✓ More thorough evaluation of how asset closure affects its passenger and freight users, as well as entire communities, including disadvantaged populations, dependent on transportation facilities and services for access and mobility. Scenario-based analysis to help agencies understand which investments make the most sense uncertain potential futures
- ✓ Ability to demonstrate life-cycle cost-effectiveness of adaptation measures, through metrics such as Net Present Value, which can be used in funding applications

These aspects are not addressed in traditional planning and design practices, and so a risk-based approach to asset-level adaptation is required. The challenge is to transform planning and design practices, as well as operational elements, including transit operations and emergency response such that climate-related risk management is embedded in these activities and becomes the norm.

This project will include close coordination with WRCOG, SBCTA, and local agencies to understand their current practices and help them implement risk-based adaptation strategies. While innovative approaches such as this require some training, it will allow WRCOG/SBCTA to get ahead of the curve, positioning it for future federal as well as state funding. WSP will serve as a resource to the two agencies on this effort through this work program. The work effort will be initiated to complete the tasks as noted below noting the need for coordination to determine the final actions undertaken for each task, with the level of effort for each determined by the budget totals noted.

TASK 1. PROJECT INITIATION

Per the RFP, WRCOG and SBCTA have responsibility for the deliverables Task 1. The WSP Team will initiate the project with a kickoff meeting with WRCOG, SBCTA, and Caltrans. During this kickoff meeting, the team will review the scope, schedule, and budget and clarify the project approach as needed. Here a plan for quality assurance will be discussed, as well as a plan to address project risks and mitigations.

TASK 2. COLLABORATE AND ENGAGE THE COMMUNITY

This Task is intended to draw from the institutional knowledge and data available from across the region, to streamline the work effort and ground truth results. Collaboration and engagement with community members, local agency staff, and key stakeholders across the region will be important to ensuring a successful project. Engaging local agency staff and community stakeholders throughout the project will help to identify key issues and critical assets, confirm results, identify strategies, and to provide guidance on reduction of climate risks to the regional transportation system and communities.

TASK 2.1. INTERVIEW CITY STAFF

Staff will be on the frontline of implementation and our experience has shown that effective implementation occurs when staff responsible have participated in the process. The team will reach out to city planners and public work officials early in the project for guidance and feedback on asset data and vulnerabilities in the region. PlaceWorks led engagement with local agency staff, primarily relying on webinars to share information, answer questions, and receive comments. We anticipate a mix of virtual and in person discussions. In-person discussions would likely occur through established meetings of WRCOG/SBCTA.

TASK 2.2. INLAND EMPIRE REGIONAL CLIMATE COLLABORATIVE AND ADVISORY COMMITTEE MEMBERS

This subtask will be led by WRCOG/SBCTA staff and will not involve the consultant team. The objective of this subtask will be to review and expand members of the Inland Empire Regional Climate Collaborative (IERCC) and Advisory Committee (AC) to support WRCOG and SBCTA in providing guidance and feedback on the project. This information will be provided to the WSP team to incorporate into project materials, as needed.

TASK 2.3. FORM AND CONDUCT A PUBLIC OUTREACH PLAN

As part of project initiation, the team will initiate a discussion with WRCOG/SBCTA staff to review public engagement opportunities, identify key stakeholders and opportunities for engagement, and establish goals and objectives for the engagement process. We will review the successes, challenges, and other considerations from past projects and similar efforts in the region. We will prepare a Public Outreach Plan that incorporates this information, reflecting our team's lessons learned and best practices in the region. The Public Outreach Plan will include the following sections:

- ✓ The purpose and desired outcomes for public outreach throughout the planning process
- ✓ A list of stakeholders and outreach and engagement opportunities for stakeholder types
- ✓ A list of potential co-sponsors and co-promoters to assist with outreach. The WSP Team will collaborate with WRCOG/SBCTA staff to identify community-based partners to support outreach events as co-sponsors and/or co-promoters to increase and tailor public outreach and engagement
- ✓ Public information items, including the project timeline, a process chart showing the relationship of outreach activities to the deliverables and similar materials
- ✓ Protocol for documenting engagement activities and sharing the results
- ✓ A protocol and schedule for communication and marketing. The marketing schedule will identify timing for release, distribution, and placement of publicity items
- ✓ A description of public outreach activities
- ✓ A schedule of outreach activities, including the responsible team members, the location, the format, and the needs for each event

The WSP Team (led by Placeworks) will develop a public outreach plan that draws from input from the Inland Empire Regional Climate Collaborative and Advisory Committee AC meetings, the best methods developed in Cycle 1, and the WSP Team's experience designing and implementing community outreach activities throughout the region. The outreach plan will include strategies to support the project team with identification of assets for the analysis, inform methods, identify and prioritize potential adaptation strategies, and to share and receive feedback on the overall findings of the risk-based assessment. This plan will be developed recognizing WRCOG/SBCTA's goal to emphasize outreach to low-income, disadvantaged residents through locally trusted institutions including churches, health centers, schools, and other community-based organizations and through existing partnerships with representative agencies in disadvantaged and under resourced communities.

The final work plan for this task will be determined through agency coordination and will be linked to available project resources to complete this work effort. The approaches recommended will be those most responsive to the desired outcomes. Any workshops to be held will have content determined through the project planning process.

TASK 2.4. LOCAL AGENCY SUPPORT/ADDITIONAL OUTREACH

The WSP Team will coordinate with WRCOG/SBCTA to identify key points in the process that would benefit from local agency support and additional outreach and initiate the coordination effort. The WSP Team will use techniques proven to be successful in Cycle 1 and Subtask 2.1 to complete this work.

Responsible Party: WRCOG, SBCTA, Consultant Team

Deliverables	1 Proposed questions/approach to guide discussions with local agency staff and summary of staff feedback/responses as applicable (2.1) 2 Public Outreach Plan, Outreach Materials, Workshop Materials and Summaries, Staffing Support for up to three workshops or equivalent events (2.3) 3 Copies of Additional Outreach Results (2.4)

TASK 3. IDENTIFY MOST CRITICAL ASSETS AND DEVELOP CLIMATE STRESSORS

TASK 3.1. DEVELOP AN ASSET CLASS TYPOLOGY

Drawing upon existing studies and data, as well as applicable best practices from other areas, WSP will work with WRCOG and SBCTA to define the major transportation asset classes of the region that are relevant to this study. Candidate asset classes include bridges, culverts, roadways, transit stops, airports, rail lines, stations and yards, freight facilities, and transportation maintenance facilities as well as operations centers. Developing asset class groupings enables transferability of results between assets within a given asset class. We will focus on asset classes where spatial data (e.g., GIS layers) are readily available.

As part of this step, we will also define the major climate hazard types facing each of these asset classes. These might include wildfire, flooding, extreme heat, drought, and slope failure (e.g., landslides, debris flow, erosion). Establishing these asset class hazard combinations will help organize the subsequent analyses. This will be done through conversations with WRCOG and SBCTA staff and will also rely on our relevant experience and existing literature.

TASK 3.2. DETERMINE A REPRESENTATIVE ASSET SAMPLE FOR EVALUATIONS

In coordination with WRCOG, SBCTA, and through Task 2 engagement with city staff, WSP will identify a representative sample of assets for detailed evaluation. This assessment will draw upon initial conversations with these staff members, the findings of the Regional Climate Adaptation Toolkit effort, and a review of articles and documentation of past events into brief case studies. With this information, the team will propose a set of candidate assets. Then, the potential projects will be screened based on a set of criteria, narrowing this list into the final set of assets to be evaluated. These criteria could include:

- ✓ Distribution of assets across the asset classes and hazards to be assessed (flooding, landslide, pavement design, heat/health, wildfire, etc.)
- ✓ Distribution of assets between Riverside and San Bernardino Counties
- ✓ Intensity of use (e.g., travel volume)
- ✓ Intensity of use by disadvantaged communities
- ✓ Strategic importance to regional economy (e.g., heavy freight use)
- ✓ Some evidence of past or expected physical risk to the asset due to climate-related hazards
- ✓ Data availability
- ✓ Agency staff and stakeholder insights
- ✓ Available project resources

After developing the criteria and gaining concurrence from the WRCOG and SBCTA team, WSP will assess the candidate assets against the criteria. A draft list of proposed assets will be submitted to WRCOG and SBCTA for review. This list will include documentation of the process used for selection. Upon review, the list will be revised as needed and resubmitted for final approval, outlining the projects to be advanced. Given project needs can vary depending on assessment type, the final selected list to advance will be for those that can be completed within the identified task budget.

TASK 3.3. DEVELOP CLIMATE SCENARIOS FOR EACH SELECTED ASSET

WSP will define the climate scenarios and process the applicable climate projections for each of the assets, delivered as a set of region-wide metrics applicable to all project of this type in the region. Assessing climate change at the asset level is a challenging and fast-evolving practice for several reasons. There is uncertainty in the climate models and emissions scenarios they use. There is additional uncertainty introduced during the post-processing of results into inputs usable for design. Furthermore, the climate conditions change over time, resulting in varying probabilities of extreme events over a transportation asset's lifecycle.

To address the challenges, we will use several approaches:

- ✓ Quantify uncertainty in projections by using confidence intervals
- ✓ Use multiple climate scenarios to help account for other sources of uncertainty (including multiple emissions scenarios and climate models)
- ✓ Use a lifecycle cost analysis tow account for changing probabilities over time[3]
- ✓ Leverage the most recent, state-of-the-art techniques for climate data processing.

For each asset class, we will identify the climate-related metrics required for the design and management of the asset. This effort will build upon the work we did in the Cycle 1 Pilots.

As part of this task, we will also define the climate models and emissions scenarios to be used, aiming for consistency across the different assets in the region. We will also define analysis timeframes, which will likely vary by asset class based on expected asset life.

After defining all necessary parameters, we will obtain the relevant data inputs and process it into the climate projections needed for the analysis. We will thoroughly document the projections and provide them to SBCTA and WRCOG.

Deliverables	**1** Typology of Asset Classes in the Region **2** Documentation Describing Methodology, Data Sources, and Assets Chosen for Study **3** Documentation that Links Sample Assets to Asset Class Typology **4** Documentation Describing Climate Stressors, Data Sources, and Climate Scenarios Developed for Study

TASK 4. ASSET ASSESSMENT UNDER ASSET FAILURE SCENARIOS WITH AND WITHOUT ADAPTATION STRATEGIES

TASK 4.1. DEVELOP ASSET FAILURE SCENARIOS

Assessing how a climate hazard can affect an asset and how it can cause it to fail is a central element of understanding climate risk. For each asset class identified, and in consultation with Caltrans and local engineers, WSP will develop asset scenarios in the form of stressor costs functions. A stressor cost functions specifies how different magnitudes of a hazard (e.g., a flood elevation or heat wave duration) are likely to impact the asset. They typically include both a damage estimate (provided in dollars) and a disruption estimate (provided in either dollars, or hours or days of closure).

The table below shows an example of a stressor cost function (sometimes referred to as a depth damage function or a fragility curve). These functions are not part of traditional design and require a shift in mindset away from the single design criterion approach[5] that applies to most of the transportation assets in the region, state, and across the U.S. These functions are developed through an internal workshop with our hazard. After we develop these draft failure scenarios for asset classes, we will work with engineers in the region from local agencies and Caltrans to ground truth and refine them.

OPTION #1 | DEPTH DAMAGE FUNCTION

Flood Elevation (Feet)	Physical Damage & Repair Cost	Socioeconomic Costs			Property	Total Cost	% Damage	Notes
		Detour		Injury				
		Days in Effect	Cost					
605	$0	0	$0	0	$0	$0	0%	
614	$0	0	$0	$0	$0	$0	0%	
615	$30,000	0	$0	$0	$0	$30,000	8%	Embankment erosion starts
616	$30,000	0	$0	$0	$0	$30,000	8%	
617	$40,000	0	$0	$0	$0	$40,000	10%	
618	$50,000	0	$0	$0	$0	$50,000	13%	
619	$70,000	0	$0	$0	$0	$70,000	18%	
620	$80,000	0	$0	$0	$0	$80,000	20%	
621	$100,000	0	$0	$0	$0	$100,000	25%	
622	$130,000	0	$0	$0	$0	$130,000	33%	
623	$160,000	0	$0	$0	$0	$160,000	40%	
624	$200,000	0	$0	$0	$0	$200,000	50%	
625	$250,000	1	$140,000	$0	$0	$390,000	98%	Overtopping
626	$320,000	5	$700,000	$80,000	$0	$1,100,000	275%	
627	$400,000	15	$2,100,000	$80,000	$0	$2,580,000	645%	

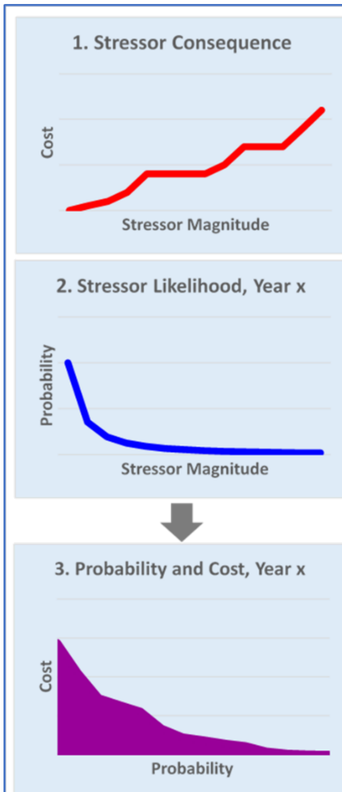
TASK 4.2. CONDUCT RISK-BASED ASSET ASSESSMENT

For Task 4.2, we will evaluate the performance of each asset through a quantitative risk assessment. Using the ADAP process described earlier, we will tie together the information developed on climate hazards at the site (3.2), asset failure (4.1), and socioeconomic impacts (5) into a risk profile that can be refined in later phases. The result will be a set of expected lifecycle costs for each asset under the different climate scenarios.

Depending on the type of asset, assessing performance may require additional analysis during this task. For example, a bridge or culvert susceptible to flooding would require additional hydrologic and hydraulic analysis of the watershed near the facility to understand the probability of the impacts. (The impacts themselves will have been developed as part of the stressor cost functions in 4.1). The result of this additional analysis will be stressor likelihood information for each year for the different climate scenarios. This effort will involve developing representative values for assets as conducting detailed assessments would extend beyond the resources of this project.

To the extent practicable, we will incorporate expected socioeconomic costs (developed in Task 5) into the lifecycle cost assessment. Some of the socioeconomic costs will be more straightforward to monetize (e.g., system wide hours of delay associated with an asset being closed for a specified time period). Others will be harder to quantify (e.g., effects of travel delay on wages earned by low, middle and high-income individuals). We will likely treat some of the harder-to -quantify impacts qualitatively, and propose methods by which prioritization could take place to incorporate both quantitative and qualitative measures.

Once we have the overall stressor-cost function and stressor likelihood functions for each year and climate scenario, we can calculate the expected cost for each year and climate scenario. The figure at right shows the basic steps of this process. Afterwards, costs can be summed across years to obtain expected lifecycle costs. Finally, a discount rate or set of discount rates can be applied, and results can be summarized as present value measures.



Key components of LCCA include the relationships (1) between a climate stressor's magnitude and consequence, and (2) between its magnitude and probability in a given year. Then, the relationship between cost and probability can be calculated (3), with the area under the curve representing expected costs. Costs are then summed across years.

The analysis process and tools (including the spreadsheet deliverable) developed on the pilot risk assessment gives the WSP Team a head start on this subtask. This means more of the effort for this task can be toward developing a more comprehensive, rigorous analysis. As we did for the pilots, we will use a Monte Carlo simulation to generate confidence intervals for the lifecycle costs. The present discounted costs for the assets can be compared to those developed for the potential adaptation options (4.3) to help evaluate those options.

TASK 4.3. DEVELOP AND ANALYZE ADAPTATION STRATEGIES

For each asset facing significant climate-related risks, we will develop a set of candidate adaptation strategies to mitigate the identified risks. This will draw directly the WRCOG/SBTA Resilient Transportation Infrastructure Guidebook that was developed and other resources to generate a set of potential strategies and parameterized costs for implementation.

This effort will develop capital and O&M cost estimates for the identified strategies and will develop stressor cost functions for each strategy. These stressor cost functions will allow the generation of an estimate on how these investments would reduce the expected damage costs and disruption outage periods at each asset.

Where feasible, we will then repeat the assessment described in Task 4.5 to establish expected lifecycle costs to the asset under the different adaptation options and climate scenarios. For each asset, the result will be a set of present discounted lifecycle costs for each action alternative (including no-action and adaptation options) and climate scenario. Statistical analysis will be completed to identify the value that is most cost effective when comparing each strategy.

In addition to the lifecycle cost analysis, this effort will look to evaluate the adaptation strategies qualitatively. The qualitative assessment will likely include a consideration of different adaptation co-benefits, such as regional goods movement, social equity, stormwater management, or greenhouse gas mitigation. In some cases, where co-benefits can be readily monetized, they will be incorporated into the lifecycle cost assessment.

The final measures will combine both the quantitative and qualitative portions of the assessment into a prioritization framework that will recommend the highest priority adaptation options for each asset and across assets. One of the major advantages of the risk-based assessment is that by monetizing lifecycle costs, it enables easier comparison of action alternatives.

Deliverables	1 Documentation of Asset Failure Scenarios 2 Documentation of Methodology, Data Sources, and Findings of Risk-Based Asset Assessment 3 Documentation of Adaptation Strategies and Effectiveness in Failure Reduction

TASK 5. ASSESS SOCIOECONOMIC COSTS AND CONSEQUENCES RELATED TO ASSET FAILURE

TASK 5.1. DEVELOP SOCIOECONOMIC METRICS

The impacts on regional travelers of system impacts is a critical measure toward determining risk consequences at a broader systems level. Consequences will be critical to determine for economic drivers, regional residents and for low-moderate income residents for whom proportional costs of travel impacts may be more pressing.

Traveler impacts due to outage/closure are recognized as more impactful on people with low/moderate incomes because:

- ✓ Jobs for hourly work (shipping/logistics centers, manufacturing, retail/restaurant work, etc.) require the worker's presence on-site – there is limited/no flexibility of work location. Loss of access due to system outages (highway and/or transit) translates to loss of wages
- ✓ System closures impose additional travel costs (detours, etc.) on the user and/or require alternative modes of travel that impose additional travel time/cost penalties

- ✓ Available wages/income are typically more limited and therefore any increase due to transportation costs often impose inordinate financial strain

The WSP Team will work with WRCOG/SBCTA to define a set of socioeconomic metrics to be used in the assessment that reflect these concerns. These metrics can be used to characterize how asset closure or disruption affects the broader transportation system and users. The counties' travel demand models (San Bernardino Transportation Analysis Model [SBTAM] and Riverside Transportation Analysis Model [RIVTAM]) will be analyzed for their capacity to report metrics specific to this measure. The development of these metrics will also utilize the outcomes of the community engagement task to ensure that the process is capturing impacts on disadvantaged populations as much as possible. A discussion of these potential metrics (at a non- technical level) will be included in that dialogue to ensure the metrics are the most appropriate to reflect traveler impacts.

The team will work to develop a process within the model framework that reports on system disruption metrics in a way that generates quantified, and comparable, system impact measures with the intent of turning over to WRCOG staff at the completion of this effort a process/tool that enables local staff to derive these measures for agency stakeholders. The final outcome of this effort will be determined by: dialogue with WRCOG staff, model compatibility, and the resources allocated to this task.

TASK 5.2. PERFORM SOCIOECONOMIC ASSESMENT

Metrics will be developed as input to the risk-based assessment in 4.2 and 4.3, identifying the metrics specified in 5.1. The monetizable metrics will be incorporated into the assessment as lifecycle costs, expressed in $/hour or $/day. The stressor cost table developed in Task 4.1 defines the disruption durations corresponding to the different magnitudes of a stressor. These disruption lengths can be multiplied by the $/hour or $/day values to compute total $ of delay for each stressor magnitude (e.g., a flood elevation X' is associated with $Y of delay). The non-monetizable socioeconomic impacts will be incorporated into the qualitative elements of the risk-based assessment, identifying the appropriate metrics that are beneficial to determining traveler impacts and are most telling in identifying how best to report these as a part of project assessments. With this holistic assessment method, net benefits of the adaptation options and the overall prioritization of action alternatives can be modified to incorporate the finalized socioeconomic impacts.

Establishing an efficient/automated process for running the travel demand model to establish socioeconomic metrics will be an important part of this task. Thus, this capability could be offered to local agencies to conduct risk-based assessments, saving on staff time and funding required to deliver services to member agencies.

Deliverables	1 Documentation of Socioeconomic Metrics and Data Sources 2 Documentation of Methodology and Findings of Socioeconomic Impacts and Full Costs under Each Asset Failure Scenario

TASK 6. RESOURCE GUIDE

TASK 6.1. PRODUCE RESOURCE GUIDE

Drawing upon the work performed and deliverables produced in Tasks 3, 4 and 5 for life-cycle risk-based analyses for representative assets, and including examples for representative projects, WSP will document the steps of the climate risk assessment for the different asset and hazard types and prepare a resource guide for local and regional transportation practitioners. The guide will enable practitioners to conduct their own risk assessments, including the associated planning, cost-benefit, prioritization and socio-economic impact activities included in the overall process.

The guide will be a step-by-step set of instructions with clear descriptions and rationale for each step, with the steps correspond to the FHWA ADAP process. Where applicable, graphics will be used to help describe and document the process for use. A draft guide will be prepared and routed to stakeholders for review and comments received will be addressed in the final guide.

Deliverables	1 Resource Guide

TASK 7. MAP FINDINGS TO ASSET CLASS TYPOLOGY

TASK 7.1. DOCUMENT FINDINGS AND APPLICATION TO ASSET CLASSES

In Task 7, findings and techniques from the individual asset assessments will be identified and applied to their overarching asset classes. While each asset is unique and therefore each asset-level assessment is unique, there are transferable techniques that can apply to overall asset class. For instance, provided enough data exists, culverts can often be treated programmatically – i.e., lifecycle costs can be estimated for each culvert as part of one assessment. WSP will document these techniques and lessons for each of the asset classes. After review, this documentation will be incorporated into the Resource Guide developed in Task 6.

Deliverables	1 Documentation of Mapping the Findings to the Asset Class Typology

TASK 8. CONSTRUCT A PLAN FOR INTEGRATING ANALYSIS INTO INFORMED DECISIONS

TASK 8.1. PRODUCE A ROADMAP OF ENTRY POINTS INTO EXISTING TRANSPORTATION PLANNING VEHICLES

WSP will work with WRCOG, SBCTA, and other local agencies to identify existing transportation planning vehicles that would benefit from the climate risk assessments. These could include project prioritization, project financing, design practices, maintenance planning, asset management, and other activities. Based upon this assessment, WSP will then build a roadmap of potential actions that these agencies can use to incorporate the risk assessments and improve the resiliency of their transportation systems. Lessons from stakeholders and the result of national research will be used to develop a roadmap for the Inland Empire region.

TASK 8.2. DEVELOP MEASURES TO JUSTIFY EXPENSES AND SUPPORT PROJECT PRIORITIZATION

WSP will provide recommendations on how practitioners can leverage these techniques to help prioritize and fund their projects at the local, state, and regional level. WSP's project finance team will lead this task to provide guidance on funding competitiveness. The final results of this effort will be incorporated into the Resource Guide developed in Task 6.

Deliverables	1 Roadmap for Identifying Entry Points to Incorporate Task 5 2 White Paper of Recommended Methods for Translating Task 5 Findings into Broader Regional Transportation Costs to Justify Adaptation Strategies and Project Prioritization

TASK 9. DEVELOP BASIC TOOLS FOR COMMUNITY USE

TASK 9.1. IDENTIFY AND BUILD BASIC TOOLS AND RESOURCES APPLICABLE ACROSS THE COMMUNITY

Throughout the project, tools and resources will be generated that that could be useful to local practitioners. Throughout the project, WSP will work with WRCOG and SBCTA to refine this set of potential tools and determine which tool(s) to develop as part of Task 9. Potential resources developed might include:

- ✓ An Excel spreadsheet that walks the user through the steps of the risk assessment process, from data input to lifecycle cost assessment. Through our work on the pilot assessments for SBCTA and on other analyses, we have already developed the basic elements of this tool and could add a user-friendly interface
- ✓ Asset-level climate projections processing tools for common data challenges, such as estimating future changes

in peak flows or precipitation depth duration frequency curves
- ✓ Webinars and workshops for practitioners in addition to activities associated with Task 2
- ✓ During Task 5.2, create a travel demand model post-processing tool that can be used to calculate socioeconomic metrics without requiring modeling staff to run the model manually
- ✓ Web-based GIS platform showcasing analysis and findings. Our proposed technical staff work regularly with our internal software development team and can efficiently produce web-based tools to meet user needs
- ✓ A grant application assistance tool for resilience-related projects
- ✓ A project screening tool. The Phase I work effort utilized a range of available spatial/asset data to generate the initial scoring of assessments which incorporated broader system vulnerability measures. There is interest at WRCOG/SBCTA in advancing the use of this data resource to determine potential projects that may need to be advanced to a more detailed risk assessment. This option would involve analyzing the data generated for regional assets and determining a methodology that enables an assessment of physical risk concerns. This could be applied to projects moving forward as funded or programmed to be funded through the development fee program to ensure those projects are incorporating risk concerns as a part of their implementation.

We will work with WRCOG and SBCTA to scope out tool(s) and estimate timing and level of effort. We will work collaboratively to test and refine the tool(s) and provide thorough documentation for future users. The documentation can be included in the final version of the Resource Guide developed in Task 6.

Deliverables		
	1	Basic Tool(s) with User Guide(s) and Resources for Local Stakeholders

TASK 10. DESIGN PROJECT COORDINATION

The intent of this task is to engage an ongoing local planning/design project with opportunities for integrating resilience considerations. The selected project should have the following key elements:
- ✓ A management/oversight team (agency and consultants) that is willing to participate on this exercise
- ✓ A location where environmental conditions may increase risks, from precipitation or temperature effects
- ✓ A location where system impacts would be expected to be important, to the regional economy, to travelers, and/or to low/moderate income residents from the region who may be disproportionately impacted
- ✓ A location identified in previous documents as an asset of concern (if possible)

WSP will engage with the planning/engineering team providing services in order to understand the project context and design. We anticipate this coordination would occur through several phone interviews and potentially an in-person meeting with project staff (budget permitting).

WSP will work with the team to learn about potential climate-related risks and, during the conversations, provide recommendations on methods and actions to address these risks. These recommendations could cover topics such as:
- ✓ Guidance on the needs/requirements of the risk-assessment methodology
- ✓ Guidance on what downscaled climate data to use for the project
- ✓ Guidance on how to develop stressor-damage assumptions built into the design options
- ✓ Guidance on how to conduct system risk assessment, including traveler delay/impact metrics
- ✓ Guidance on running lifecycle cost assessment

If feasible, WSP can the project as one of the representative asset classes for the risk assessments to be done in earlier tasks.

WSP will prepare a short summary document (3-5 pages, estimated) that summarizes any lessons learned from the coordination with this regional project and identify any alterations to processes recommended for future efforts.

EXHIBIT "B"
SCHEDULE OF SERVICES

Schedule:

For reference, the schedule for the overall Analysis for Smart Climate-Resilient Transportation Planning and Investments project is provided below.

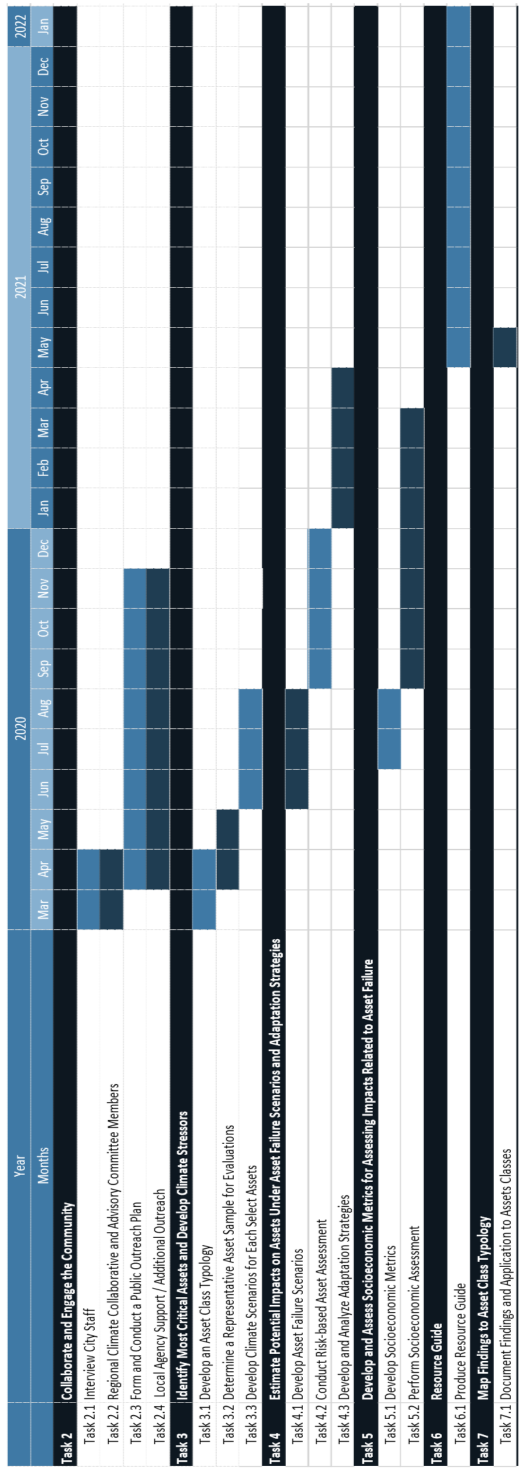


EXHIBIT "C"
COMPENSATION

LABOR

Name	Project Role	Billing Rate per Hour	Task Hours 2 Community Engagement	3 Critical Assets & Climate Stressors	4 Asset Assessment	5 Socioeconomic Costs	6 Resource Guide	7 Map Findings to Asset Class Typology	8 Integrating Analysis	9 Develop Tools	10 Design Project Coordination	Total Hours	Labor Budget
WSP													
TIMOTHY GROSE	Project Manager	$186.63	10	36	100	20	35	10	12	20	20	263	$49,082.83
MICHAEL FLOOD	Senior Advisor	$323.19	8	16	60	20	12	4	40	20	20	200	$64,638.12
M RAWLINGS MILLER	Climate Scientist	$250.87	-	60	-	-	-	-	-	14	-	74	$18,564.29
MATTHEW MOORE	H&H Engineer	$224.44	-	55	80	-	10	2	4	14	2	167	$37,481.13
GEORGE HARVILLA JR.	Civil Engineer	$233.63	-	-	80		-	2	4	-	2	88	$20,559.15
ALLISON REILLY	Equity Planner	$105.01	20	-	68	120	40	10	20	20	-	298	$31,319.39
MOISES ARZAMENDI	Geotechnical Engineer	$230.06	-	10	40	-	-	-	-	-	2	52	$11,963.23
LUKE YANG	Transit Planner	$192.38	-	-	40	-	-	-	4	-	-	44	$8,464.85
SURI SADASIVAM	Asset Management Specialist	$211.16	-		60	-	-	-	22	-	2	84	$17,737.14
ANNIKA RAGSDALE	Climate Adaptation Planner	$118.53	-	-	20		20	-	-	-	2	42	$4,978.24
PATRICK KRESL	Graphics Specialist	$118.42	-	-	-	-	4	-	-	6	-	10	$1,184.24
WILLIAM HWANG	Project Finance	$224.44	-	-	-	-	-	-	15	-	-	15	$3,366.57
DAVID CARLSON	Environmental Planner	$285.64	-	-	20	20	-	-	6	-	-	46	$13,139.60
CHRISTI BYRD	Travel Demand Forecaster	$255.73	-	-	-	100	-	-	-	60	2	162	$41,427.81
TO BE NAMED	Project Accountant	$117.50	1	4	5	4	4	1	4	4	-	27	$3,172.50
	Subtotal Hours		*39*	*181*	*573*	*284*	*125*	*29*	*131*	*158*	*52*	*1,572*	
	Subtotal Labor Budget		*$6,669.50*	*$42,056.44*	*$120,078.14*	*$54,553.20*	*$20,169.31*	*$5,242.76*	*$30,091.27*	*$35,475.03*	*$12,743.43*		*$327,079.08*
Placeworks													
TAMMY SEALE	Task 2 Lead	$272.91	40	-	-	5	-	-	5	-	-	50	$13,644.96
WENDY NOWAK	Public Outreach Lead	$260.52	41	-	-		-	-	-	-	-	41	$10,681.32
TBD	Associate	$144.51	48	-	-	-	-	-	-	-	-	48	$6,936.48
TBD	Project Planner	$113.54	90	-	-	-	-	-	-	-	-	90	$10,218.60
TBD	Planner	$86.02	75	-	-	10	-	-	30			115	$9,892.30
TBD	Editor	$137.67	3	-	-	-	-	-	-	-		3	$413.01
TBD	Graphics	$103.24	3	-	-	-	-	-	-	-	-	3	$309.72
	Subtotal Hours		*300*	*-*	*-*	*15*	*-*	*-*	*35*	*-*	*-*	*350*	
	Subtotal Labor Budget		*$45,926.49*	*$0.00*	*$0.00*	*$2,224.75*	*$0.00*	*$0.00*	*$3,945.15*	*$0.00*	*$0.00*		*$52,096.39*
	Total Hours		*339*	*181*	*573*	*299*	*125*	*29*	*166*	*158*	*52*	*1,922*	
	Total Labor Budget		*$52,596.00*	*$42,056.44*	*$120,078.14*	*$56,777.95*	*$20,169.31*	*$5,242.76*	*$34,036.42*	*$35,475.03*	*$12,743.43*	*Total Labor*	*$379,175.47*

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Western Riverside Council of Governments
Executive Committee

Staff Report

Subject: **Approval of a Third Amendment to the Professional Services Agreement with Kearns and West, Inc., for On-Call Planning Professional Services**

Contact: **Kyle Rodriguez, Staff Analyst, krodriguez@wrcog.us, (951) 405-6721**

Date: **August 3, 2020**

The purpose of this item is to *request approval of an Amendment to the existing Professional Services Agreement for the On-Call Planning Services with Kearns and West, Inc. to assist with WRCOG's Clean Cities Coalition.*

Requested Action:

1. Authorize the Executive Director to execute a Third Amendment to the Professional Services Agreement between WRCOG and Kearns and West, Inc., to provide WRCOG planning support and advisory services in an amount not to exceed $60,000 for the WRCOG Clean Cities Program, taking the amended contract in a not-to-exceed amount of $266,485 in total, and to extend the term of the Agreement through June 30, 2021.

Background

The Western Riverside County Clean Cities Coalition was designated in 1997 and is administered by WRCOG. Coalition activities serve public and private stakeholders and Coalition members throughout the Western Riverside County subregion, promoting the use of domestic fuels and advanced vehicle technologies in transportation. WRCOG utilizes various consultants for a range of on-call planning activities to assist WRCOG and its member agencies.

Per WRCOG policy, the Executive Director has a Single Signature Authority for contracts up to $100,000. contracts between $100,001 and $200,000 are to be approved by the Administration & Finance Committee, and contracts amounting to greater than $200,000 are to be approved by the Executive Committee.

On-Call Planning Professional Services – Amendment to Kearns and West, Inc., Agreement

In August 2017, WRCOG entered into a Professional Services Agreement with Kearns and West for On-Call planning services related to the Clean Cities Coalition. Kearns and West supports WRCOG in its coordinator duties for the Western Riverside County Clean Cities Coalition that provides outreach on alternative fuel vehicles (AFVs) to Coalition members and the general public.

In June 2018, the Executive Committee approved a First Amendment to the existing Agreement. The Amendment provided WRCOG planning support and advisory services in an amount not to exceed $50,000, and $145,560 in total, and extended the term of the Agreement through June 30, 2019.

In August 2019, the Executive Committee approved a Second Amendment to the existing Agreement. The Amendment provided WRCOG planning support and advisory services; the total not-to-to exceed value of the amendment increased from $145,560 to $206,485, and extended the term of the Agreement to June 30, 2020.

Some of the key initiatives that Kearns and West will be supporting WRCOG and the Clean Cities Coalition in Fiscal Year 2020/2021 include conducting activities related to AFV infrastructure development and corridor planning, including applications and updates to the GIS tool for stations, signage, and new corridors. Initiatives will also be supporting the Virtual SoCal AltCar webinars, and planning the 2nd SoCal AltCar Expo scheduled for April 22, 2021. The Expo will help expand the projects of AFV best practices and technologies in the subregion.

To allow Kearns and West to continue to provide WRCOG assistance as it relates to project management of activities and studies, staff is requesting the Executive Committee approve a third contract amendment. The maximum compensation for services shall not exceed $60,000 and increase the total not-to-exceed value to $266,485. The term of the Master Agreement will be extended through June 30, 2021.

Prior Actions:

August 5, 2019: The Executive Committee approved the Second Amendment to the Professional Services Agreement between WRCOG and Kearns and West, Inc., to provide WRCOG planning support and advisory services in an amount not to exceed $60,925 for WRCOG Clean Cities Program, taking the amended contract in an not to exceed the amount of $206,485 in total, and to extend the term of the Agreement through June 30, 2020.

July 10, 2019: The Administration & Finance Committee recommended that the Executive Committee approve the Second Amendment to the Professional Services Agreement between WRCOG and Kearns and West, Inc., to provide WRCOG planning support and advisory services in an amount not to exceed $60,925 for WRCOG Clean Cities Program, taking the amended contract in an not to exceed the amount of $206,485 in total, and to extend the term of the Agreement through June 30, 2020.

Fiscal Impact:

Expenditures for On-Call Engineering Services are included in the Fiscal Year 2020/2021 Agency Budget under the Energy & Environmental Department.

Attachment:

1. Third Amendment to the Professional Services Agreement between WRCOG and Kearns and West, Inc.

Item 4.E

Approval of a Third Amendment to the Professional Services Agreement with Kearns and West, Inc., for On-Call Planning Professional Services

Attachment 1

Third Amendment to the Professional Services Agreement between WRCOG and Kearns and West, Inc.

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THIRD AMENDMENT TO

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
AND
KEARNS AND WEST, INC.

1. PARTIES AND DATE.

This Third Amendment is made and entered into this 3rd day of August 2020, by and between the Western Riverside Council of Governments, a California public agency ("WRCOG"), and Kearns and West, Inc., a Massachusetts corporation ("Consultant"). WRCOG and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Master Agreement.

WRCOG and Consultant have entered into that certain Professional Services Agreement dated August 11, 2017 ("Master Agreement").

2.2 First Amendment.

WRCOG and Consultant have entered into that certain First Amendment dated June 30, 2018, to extend the term of the Master Agreement and provide additional compensation for professional services, on an on-call basis.

2.3 Second Amendment.

WRCOG and Consultant have entered into that certain Second Amendment dated June 30, 2019, to extend the term of the Master Agreement and provide additional compensation for professional services, on an on-call basis.

2.4 Third Amendment.

WRCOG and Consultant desire to enter into this Third Amendment for the purposes extending the term of the Master Agreement and providing additional compensation for professional services, on an on-call basis ("Services").

3. TERMS.

3.1 Term.

The term of the Master Agreement shall be amended to extend the term to June 30, 2021, (the "Third Extended Term"), unless earlier terminated as provided in the Master Agreement.

3.2 Additional Compensation.

The maximum compensation for Services performed under this Second Amendment shall not exceed Sixty Thousand Dollars ($60,000) without the written approval of WRCOG's Executive Director. The Task Order for the Master Agreement shall be amended to provide for additional services, as more particularly described in the Task Order attached to this Amendment as Attachment 1. Work shall be performed in a manner that is consistent with the Scope of Services and Compensation set forth in Exhibit "A", attached hereto. **No Services shall be performed unless authorized by a fully executed Task Order.**

The total not-to-exceed value of this Second Amendment shall be increased from Two Hundred Six Thousand Dollars Four Hundred Eighty-Five Dollars ($206,485) to Two Hundred Sixty-Six Thousand Dollars Four Hundred Eighty-Five Dollars ($266,485).

3.3 Continuation of Existing Provisions.

Except as amended by this Third Amendment, all provisions of the Master Agreement, including without limitation the indemnity and insurance provisions, shall remain in full force and effect and shall govern the actions of the Parties under this Third Amendment.

3.4 Counterparts.

This Third Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute one instrument.

[Signature on following page]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Second Amendment as of the date first written above.

WRCOG

WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS

By: ________________________
Rick Bishop
Executive Director

CONSULTANT

KEARNS AND WEST, INC.,
a Massachusetts corporation

By: ________________________
Joan Isaacson
Principal

Approved to Form:

By: ________________________
Steven C. DeBaun
General Counsel

“Exhibit A”
Scope of Work

Kearns & West

Monthly Task Breakdown and Budget - Clean Cities Coalition Facilitation
July 1, 2020 – June 30, 2021

Fee not to exceed: $60,000
Labor: $56,000
ODCs: $1,000
Note: Costs are estimates and may differ depending on the actual monthly scope. ODCs include travel and lodging costs for the ACT Expo and the Clean Cities National Workshop.

July 2020 - $4,000

- Assistance with preparation and submittal of quarterly alternative fuel price reports (*Subtask 2.2) Due July 15, 2020*
- Conduct activities related to alternative fuel vehicle infrastructure development and corridor planning, including applications and updates to the GIS tool for stations, signage, and new corridors (*Subtasks 2.3, 2.5, 3.3)*
- Assistance with planning Southern California AltCar Expo Virtual Webinars (*Subtask 3.4)*
- Participate in networking and Coalition building and strategy activities and organize training sessions that relate to alternative fuels and advanced technologies (*Subtask 3.7)*
- Participate in bi-monthly California Region call
- Participate in monthly check-in calls with WRCOG
- Assist with funding opportunities available from the Department of Energy, including activity strategy planning, and connecting local partners to the Coalition and WRCOG.

August 2020 - $5,000

- Attend Clean Cities Coordinator National Workshop (*Subtask 2.4)*
  August 11,12,13 – 9:00 a.m. – 1:00 p.m.)
- Conduct activities related to alternative fuel vehicle infrastructure development and corridor planning, including applications and updates to the GIS tool for stations, signage, and new corridors (*Subtasks 2.3, 2.5, 3.3)*
- Assistance with planning Southern California AltCar Expo Virtual Webinars (*Subtask 3.4)*
- Conduct activities and assist with planning virtual educational tours of Alternative Fuel Vehicles stations. (*Subtask 3.6)*
- Participate in networking and Coalition building and strategy activities and organize training sessions that relate to alternative fuels and advanced technologies (*Subtask 3.7)*
- Participate in monthly check-in calls with WRCOG
- Track webinars and resource opportunities and forward it to WRCOG and Coalition as appropriate

September 2020 - $5,000

- Conduct activities related to alternative fuel vehicle infrastructure development and corridor planning, including applications and updates to the GIS tool for stations, signage, and new corridors (*Subtasks 2.3, 2.5, 3.3)*
- Assistance with planning Southern California AltCar Expo Virtual Webinars (*Subtask 3.4)*

- Conduct activities and assist with planning virtual educational tours of Alternative Fuel Vehicles stations. (*Subtask 3.6)*

- Participate in networking and Coalition building and strategy activities and organize training sessions that relate to alternative fuels and advanced technologies (*Subtask 3.7)*
- Participate in bi-monthly California Region call
- Participate in monthly check-in calls with WRCOG
- Assist with funding opportunities available from the Department of Energy, including activity strategy planning, and connecting local partners to the Coalition and WRCOG.

October 2020 - $5,000

- Assistance with preparation and submittal of quarterly alternative fuel price reports (*Subtask 2.2) Due October 15, 2020*
- Conduct activities related to alternative fuel vehicle infrastructure development and corridor planning, including applications and updates to the GIS tool for stations, signage, and new corridors (*Subtasks 2.3, 2.5, 3.3)*
- Assistance with planning Southern California AltCar Expo Virtual Webinars (*Subtask 3.4)*
    - Merging Clean Air month events.
- Conduct activities and assist with planning virtual educational tours of Alternative Fuel Vehicles stations. (*Subtask 3.6)*
- Participate in networking and Coalition building and strategy activities and organize training sessions that relate to alternative fuels and advanced technologies (*Subtask 3.7)*
- Participate in monthly check-in calls with WRCOG
- Track webinars and resource opportunities and forward it to WRCOG and Coalition as appropriate

November 2020 - $4,000

- Assistance with planning Southern California AltCar Expo Virtual Webinars (*Subtask 3.4)*
    - Merging National Drive Electric Week event.
- Conduct activities and assist with planning virtual educational tours of Alternative Fuel Vehicles stations. (*Subtask 3.6)*
- Participate in networking and Coalition building and strategy activities and organize training sessions that relate to alternative fuels and advanced technologies (*Subtask 3.7)*
- Participate in bi-monthly California Region call
- Participate in monthly check-in calls with WRCOG
- Track webinars and resource opportunities and forward it to WRCOG and Coalition as appropriate
- Assist with funding opportunities available from the Department of Energy, including activity strategy planning, and connecting local partners to the Coalition and WRCOG.

December 2020 - $3,000

- Conduct activities related to alternative fuel vehicle infrastructure development and corridor planning, including applications and updates to the GIS tool for stations, signage, and new corridors (*Subtask 3.3)*
- Conduct activities and assist with planning virtual educational tours of Alternative Fuel Vehicles stations. (*Subtask 3.6)*
- Participate in networking and Coalition building and strategy activities and organize training sessions that relate to alternative fuels and advanced technologies (*Subtask 3.7)*

January 2021 - $5,000

- Assistance with preparation and submittal of quarterly alternative fuel price reports (*Subtask 2.2) Due January 15, 2021*
- Conduct activities related to alternative fuel vehicle infrastructure development and corridor planning, including applications and updates to the GIS tool for stations, signage, and new corridors (*Subtasks 2.3, 2.5, 3.3)*
- Assistance with planning Southern California AltCar Expo (*Subtask 3.4)*
- Participate in networking and Coalition building and strategy activities and organize training sessions that relate to alternative fuels and advanced technologies (*Subtask 3.7)*
- Participate in bi-monthly California Region call
- Participate in monthly check-in calls with WRCOG
- Track webinars and resource opportunities and forward it to WRCOG and Coalition as appropriate

February 2021 - $5,000

- Assist with the collection of data, preparation, and submittal for Coalition's Annual Progress Report. (*Subtask 2.1)*
- Conduct activities related to alternative fuel vehicle infrastructure development and corridor planning, including applications and updates to the GIS tool for stations, signage, and new corridors (*Subtasks 2.3, 2.5, 3.3)*
- Assistance with planning Southern California AltCar Expo (*Subtask 3.4)*
- Conduct activities and assist with planning virtual educational tours of Alternative Fuel Vehicles stations. (*Subtask 3.6)*
- Participate in monthly check-in calls with WRCOG
- Assist with funding opportunities available from the Department of Energy, including activity strategy planning, and connecting local partners to the Coalition and WRCOG.

March 2021 - $5,000

- Assist with the collection of data, preparation, and submittal for Coalition's Annual Progress Report. (*Subtask 2.1) Due March 16, 2021*
- Conduct activities related to alternative fuel vehicle infrastructure development and corridor planning, including applications and updates to the GIS tool for stations, signage, and new corridors (*Subtasks 2.3, 2.5, 3.3)*
- Assistance with planning Southern California AltCar Expo (*Subtask 3.4)*
- Conduct activities and assist with planning virtual educational tours of Alternative Fuel Vehicles stations. (*Subtask 3.6)*
- Participate in networking and Coalition building and strategy activities and organize training sessions that relate to alternative fuels and advanced technologies (*Subtask 3.7)*
- Participate in bi-monthly California Region call
- Participate in monthly check-in calls with WRCOG
- Track webinars and resource opportunities and forward it to WRCOG and Coalition as appropriate

April 2021 - $5,000

- Assistance with preparation and submittal of quarterly alternative fuel price reports (*Subtask 2.2) Due April 15, 2021*

- Conduct activities related to alternative fuel vehicle infrastructure development and corridor planning, including applications and updates to the GIS tool for stations, signage, and new corridors (*Subtasks 2.3, 2.5, 3.3)*
- Assistance with planning Southern California AltCar Expo (*Subtask 3.4) April 22, 2021*
- Conduct activities and assist with planning virtual educational tours of Alternative Fuel Vehicles stations. (*Subtask 3.6)*
- Participate in networking and Coalition building and strategy activities and organize training sessions that relate to alternative fuels and advanced technologies (*Subtask 3.7)*
- Participate in monthly check-in calls with WRCOG
- Assist with funding opportunities available from the Department of Energy, including activity strategy planning, and connecting local partners to the Coalition and WRCOG.

May 2021 - $6,000

ODCs for ACT Expo - $325 (Registration), $500 (Lodging)

- Attend ACT Expo in Long Beach, including attendance at California Region annual meeting, assistance with staffing Clean Cities booth in the expo, and networking with industry stakeholders to increase Coalition visibility and resources. *(Subtask 2.4)*
- Conduct activities and assist with planning virtual educational tours of Alternative Fuel Vehicles stations. (*Subtask 3.6)*
- Participate in networking and Coalition building and strategy activities and organize training sessions that relate to alternative fuels and advanced technologies (*Subtask 3.7)*
- Participate in bi-monthly California Region call
- Participate in monthly check-in calls with WRCOG
- Track webinars and resource opportunities and forward it to WRCOG and Coalition as appropriate

June 2021 - $4,000

- Conduct activities related to alternative fuel vehicle infrastructure development and corridor planning, including applications and updates to the GIS tool for stations, signage, and new corridors (*Subtasks 2.3, 2.5, 3.3)*
- Conduct activities and assist with planning virtual educational tours of Alternative Fuel Vehicles stations. (*Subtask 3.6)*
- Participate in networking and Coalition building and strategy activities and organize training sessions that relate to alternative fuels and advanced technologies (*Subtask 3.7)*
- Participate in monthly check-in calls with WRCOG
- Assist with funding opportunities available from the Department of Energy, including activity strategy planning, and connecting local partners to the Coalition and WRCOG.

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Western Riverside Council of Governments
Executive Committee

Staff Report

Subject: **Update of WRCOG's Novel Coronavirus 2019 (COVID-19) Guidance for all Employees**

Contact: **Chris Gray, Director of Transportation & Planning, cgray@wrcog.us, (951) 405-6710**

Date: **August 3, 2020**

The purpose of this item is to *request ratification of WRCOG's updated COVID-19 Employee Guide.*

Requested Action:

1. Adopt Resolution Number 26-20; A Resolution of the Executive Committee of the Western Riverside Council of Governments amending the updated WRCOG Novel Coronavirus 2019 (COVID-19) Guidance for all Employees (August 3, 2020).

Background

Due to the COVID-19 pandemic and in response to Governor Gavin Newsom's Executive Order, WRCOG closed its office to the public and has allowed its employees to work remotely. WRCOG prepared a COVID-19 Employee Guide which was approved by WRCOG's Executive Director on March 19, 2020. The WRCOG Executive Committee ratified this manual at its May 4, 2020, meeting.

Update

Over the past several months, WRCOG convened an internal working group composed off staff to monitor COVID-19 and develop further guidance for the Agency. Rather than prepare a new manual, WRCOG has elected to document this guidance in an updated version of its COVID-19 Employee Guide. This update addresses the following topics:

1. COVID-19 and Workers' Compensation.
2. Updated information regarding various federal and state programs available for those who may require additional time off due to COVID-19 to care for themselves or family members.
3. Updated procedures for the WRCOG office including:
   a. Internal and external signage.
   b. General housekeeping requirements.
   c. Guidance regarding social distancing and mask-wearing.
   d. Visitor, guest, and delivery information.
4. Limits on work-related travel.
5. Guidelines for break rooms and common areas.

WRCOG continues to evaluate the latest direction from federal, state, and county offices and will update the Guidance Manual as this direction changes.

A resolution adopting the updating the Guidance Manual and the updated Guidance Manual are provided for reference.

Prior Action:

May 4, 2020: The Executive Committee adopted Resolution Number 06-20; A Resolution of the Executive Committee of the Western Riverside Council of Governments ratifying the approval of a Novel Coronavirus 2019 (COVID-19) Guide for all Employees.

Fiscal Impact:

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

Attachment:

1. Resolution Number 26-20; A Resolution of the Executive Committee of the Western Riverside Council of Governments amending the updated WRCOG Novel Coronavirus 2019 (COVID-19) Guidance for all Employees (August 3, 2020).

Item 4.F

Update of WRCOG's Novel Coronavirus 2019 (COVID-19) Guidance for all Employees

Attachment 1

Resolution Number 26-20; A Resolution of the Executive Committee of the Western Riverside Council of Governments amending the updated WRCOG Novel Coronavirus 2019 (COVID-19) Guidance for all Employees (August 3, 2020)

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RESOLUTION NUMBER 26-20

A RESOLUTION OF THE EXECUTIVE COMMITTEE OF THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS AMENDING THE NOVEL CORONAVIRUS 2019 (COVID-19) GUIDE FOR ALL EMPLOYEES

WHEREAS, the Western Riverside Council of Governments ("WRCOG") currently maintains and provides WRCOG personnel policies and procedures for the benefit of its employees; and

WHEREAS, staff continually provide updates and guidance on the personnel policies and procedures to ensure compliance with the law and improve operational efficiency; and

WHEREAS, on March 19, 2020, WRCOG's Executive Director approved the Novel Coronavirus 2019 (COVID-19) Guidance for all Employees (the "Employee Guide") in order to provide guidance to WRCOG employees about COVID-19 and its presence in Riverside County at this time. The guidance provided in the Employee Guide is subject to change, due to the uncertainty of COVID-19 and its health and economic effects; and

WHEREAS, on May 4, 2020, WRCOG's Executive Committee ratified the Employee Guide; and

WHEREAS, WRCOG desires to amend certain provisions of the Employee Guide; and

WHEREAS, a copy of the amended version of the Employee Guide is attached to this Resolution as Exhibit "A" and incorporated into this Resolution by this reference; and

WHEREAS, by the adoption of this Resolution, WRCOG desires to amend the Employee Guide.

NOW, THEREFORE, BE IT RESOLVED, by the Executive Committee of the Western Riverside Council of Governments that WRCOG hereby amends the Novel Coronavirus 2019 (COVID-19) Guidance for all Employees.

PASSED AND ADOPTED by the Executive Committee of the Western Riverside Council of Governments on August 3, 2020.

____
Kevin Bash, Chair
WRCOG Executive Committee

____
Rick Bishop, Executive Director
WRCOG Executive Committee

Approved as to form:

____
Best Best & Krieger, LLP
WRCOG Legal Counsel

AYES: _______ NAYS: _______ ABSENT: _______ ABSTAIN: _______

EXHIBIT “A”

Amended Novel Coronavirus 2019 (COVID-19) Guidance for all Employees

[ATTACHED]

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS

Novel Coronavirus 2019 (COVID-19)

Guidance for all Employees

Updated August 3, 2020

Table of Contents

The guidance provided below is based on the information we have about COVID-19 and its presence in Riverside County at this time. The situation is fluid and the general advice provided below as to how to handle issues that arise may as a result of the virus may change. Please ensure that you are reviewing the most recent version of this document.

If you encounter an unusual circumstance or your specific circumstance is not addressed below, please contact your supervisor or manager for direction.

GENERAL INFORMATION

What is Coronavirus?

Coronavirus disease 2019 (COVID-19) is a respiratory illness that can spread from person to person. The virus that causes COVID-19 is a novel coronavirus that was first identified during an investigation into an outbreak in Wuhan, China.

What are the symptoms of Coronavirus?

People with COVID-19 have a wide range of symptoms reported – ranging from mild symptoms to severe illness. Some individuals affected with COVID-19 have mild to severe respiratory illness with symptoms of fever, cough, and shortness of breath. Symptoms may appear 2 - 14 days after exposure to the virus. People with these symptoms may have COVID-19 but are encouraged to be tested to confirm:

- Fever or chills
- Cough
- Shortness of breath or difficulty breathing
- Fatigue
- Muscle or body aches
- Headache
- New loss of taste or smell
- Sore throat
- Congestion or runny nose
- Nausea or vomiting
- Diarrhea

This does not include all possible symptoms. The Center for Disease Control and Prevention (CDC) keeps an updated list of symptoms as they learn more about COVID-19. Notably, the CDC has a “self-checker” guide to help make decisions and seek appropriate medical care.

How is COVID-19 Spread?

Although the first human cases of COVID-19 likely resulted from exposure to infected animals, infected people can spread COVID-19 to other people. The virus is thought to spread mainly from person-to-person, including:

- Between people who are in close contact with one another (within about 6 feet).
- Through respiratory droplets produced when an infected person coughs or sneezes. These droplets can land in the mouths or noses of people who are nearby or possibly be inhaled into the lungs.

- Some recent studies have suggested that COVID-19 may be spread by people who are not showing symptoms.

The latest information on COVID-19 from the Centers for Disease Control and Prevention (CDC) can be found at https://www.cdc.gov/coronavirus/2019-ncov/index.html.

Preventing Transmission of the Virus in the Workplace

It is advised that everyone clean their hands often by washing their hands with soap and water for at least 20 seconds or, in the absence of soap and water, apply an alcohol-based hand sanitizer that contains at least 60 - 95% alcohol. If hands are visibly dirty, washing them with soap and water is preferred.

INFORMATION SPECIFIC TO WRCOG EMPLOYEES

1. CONTINUITY OF GOVERNMENT

In order to confine and contain COVID-19 and ensure essential services are being performed, all employees are to work from home / telecommute in a full-time or part-time capacity. At this time, staff should only be working from the WRCOG office for essential duties until further notice.

Employees should act in accordance with WRCOG' s Telecommuting Policy.

2. EMERGENCY FAMILY AND MEDICAL LEAVE EXPANSION ACT ("EFMLEA") POLICY

The EFMLEA is an expansion of the Federal Family Medical Leave Act which was created by the Families First Coronavirus Response Act ("FFCRA"). It became effective on April 2, 2020 and provides emergency benefits to those affected by COVID-19 through December 31, 2020.

a. Leave Benefit

Eligible full-time and part-time employees with up to 12 weeks of job-protected leave if they are unable to work or telework to take care of their minor children in the event of a school closure or if their childcare provider is unavailable due to COVID-19. Leave can be taken on an intermittent basis, based on an employee's COVID-related childcare needs.

b. Eligibility

Employees are those who have been employed by WRCOG for at least 30 calendar days.

c. Pay During Leave

The first 10 days of such leave are unpaid. If an employee wishes to substitute accrued paid leave for this unpaid time off, the employee must use the leave in the following order:

1. The employee must first use the paid benefits of the Emergency Paid Sick Leave Act, described further below.

2. If the Emergency Paid Sick Leave Act does not fully compensate the employee during the first 10 days, then the employee can elect to use accrued sick leave, vacation time, or other accrued paid time off.

The total amount of compensation paid to the employee must not exceed 100% of the employee's current rate of pay. The remainder of this new leave category (to the 12-week FMLA total) is paid at a rate of two-thirds (2/3) of the employee's regular rate of pay, or minimum wage, whichever is greater. However, there is a cap of $200 per day and $10,000 total. If an employee is receiving two-thirds (2/3) of his / her regular rate of pay, the employee has the option of substituting accrued paid leave (sick as sick leave, vacation time, etc.) for the remaining one-third (1/3) of unpaid time off.

d. Interaction with FMLA and CFRA

Employees still have a combined total of 12 weeks of FMLA leave, regardless of the reasons for which leave is taken (except for those who qualify for military caregiver leave, which provides for a total of 26 weeks). If employees have already used FMLA for another qualifying leave, they would only be entitled to the remaining portion of the 12 weeks. This leave will not count against an employees' leave entitlement under the California Family Rights Act ("CFRA").

3. EMERGENCY PAID SICK LEAVE ACT POLICY

The Emergency Paid Sick Leave Act was also created by the FFCRA and provides paid leave benefits to certain employees affected by COVID-19. The Emergency Paid Sick Leave Act became effective on April 2, 2020 and provides emergency benefits to those affected by COVID-19 through December 31, 2020.

a. Eligibility

All employees of WRCOG are eligible. There is no minimum length of employment requirement.

b. Use of Emergency Paid Sick Leave

Emergency Paid Sick Leave may be used for either of the two scenarios below:

1. The employee is not able to work or telework due to a quarantine order, a health care provider's advisement to self-quarantine, or to seek a diagnosis when experiencing COVID-19 symptoms.
2. The employee is not able to work or telework because the employee is caring for an individual who is subject to a quarantine order or a health care provider's advisement to self-quarantine, or to care for a minor child whose school or childcare provider is closed or unavailable due to COVID-19.

c. Duration of Emergency Paid Sick Leave

The Paid Sick Leave will be paid at a rate of 100% of the employee's regular rate of pay if the employee is not able to work or telework due to a quarantine order, a health care provider's advisement to self-quarantine, or to seek a diagnosis when experiencing COVID-19 symptoms.

The Paid Sick Leave will be paid at a rate of two-thirds (2/3) of the employee's regular rate of pay if the employee is not able to work or telework because the employee is caring for an individual who is subject to a quarantine order or a health care provider's advisement to self-quarantine, or to care for a minor child whose school or child care provider is closed or unavailable due to COVID-19.

d. ***Monetary Cap***

Both Uses of Paid Sick Leave are subject to the following monetary caps on the leave:

- $511/day and $5,100 aggregate for personal illness leave reasons.
- $200/day and $2,000 aggregate for care provider leave.

e. ***Interaction with Accrued Paid Leave***

Employees are not required to use any other accrued paid time off (sick leave, vacation time, etc.) before receiving the Paid Sick Leave benefit.

f. ***Interaction with FMLA and CFRA***

Emergency Paid Sick Leave may run concurrently with the FMLA, EFMLEA, or the CFRA if the employee is otherwise eligible for said leave. The Emergency Paid Sick Leave does not operate to expand any of these leaves of absence. Emergency Paid Sick Leave can be used as a substitute for unpaid time off under any of these leaves of absence, provided that the use of Emergency Paid Sick Leave does not result in an employee being compensated more than 100% of their regular wages.

4. EXPOSURE / DIAGNOSIS / TRAVEL TIME OFF PERIOD

Note: This section applies to an employee who has been (or the employer reasonably believes has been) exposed to COVID-19, has a COVID-19 diagnosis, or has recently traveled outside of California.

You are required to notify your supervisor / manager if you have been exposed to COVID-19, positively diagnosed with COVID-19, or have traveled outside of California either by plane or other means.

If you and/or an immediate family member receives a COVID-19 diagnosis the EFMLEA will be triggered. If EFMLEA leave is exhausted, exposure may qualify as a Catastrophic illness and CFRA should be triggered. The use of the Voluntary Time Bank will be activated to assist employees that have limited sick time available.

Employees should first exhaust Emergency Paid Sick Leave as detailed above. After Emergency Paid Sick Leave is exhausted, for employees who earn sick and vacation leave accruals, sick leave accruals should be exhausted first, then vacation, holiday, and compensation time accruals. If a regular employee exhausts all accruals, they shall be allowed to negatively accrue sick leave in an amount not to exceed 80 hours for those with a positive COVID-19 diagnosis as certified by a health professional and/or are quarantined for 14 days. A special payroll code has been developed for this instance so please contact your payroll representative for further information. The employee's sick leave banks shall be repaid bi-weekly with the accruals until the balance returns to the positive before the employee shall be able to use sick leave accruals for pay thereafter.

5. IMMUNOCOMPROMISED & EMPLOYEES 65+ YEARS OF AGE

In accordance with the guidance issued by Governor Gavin Newsom on March 15, 2020, employees with a compromised immune system or those who are 65 or more years of age are encouraged to self-isolate at home. Employees in these categories are encouraged to comply with the guidance.

If you and/or an immediate family member receives a COVID-19 diagnosis, the EFMLEA will be triggered. If EFMLEA leave is exhausted, exposure may qualify as a Catastrophic illness and CFRA should be triggered. The use of the Voluntary Time Bank will be activated to assist employees that have limited sick time available

Employees should first exhaust Emergency Paid Sick Leave as detailed above. After Emergency Paid Sick Leave is exhausted, for employees who earn sick and vacation leave accruals, sick leave accruals should be exhausted first, then vacation, holiday, and compensation time accruals. If a regular employee exhausts all accruals, they shall be allowed to negatively accrue sick leave in an amount not to exceed 40 hours for those with no positive COVID-19 diagnosis and 80 hours for those with a positive COVID-19 diagnosis as certified by a health professional. A special payroll code has been developed for this instance so please contact your payroll representative for further information. The employee's sick leave banks shall be repaid bi-weekly with the accruals until the balance returns to the positive before the employee shall be able to use sick leave accruals for pay thereafter.

6. VOLUNTARY TIME-BANK POLICY

The Time-Bank Program is a voluntary Program wherein employees of WRCOG can donate accrued but unused California Paid Sick Leave to the Time-Bank of an eligible employee to be used by the eligible employee as necessary in the event of a (self or family) catastrophic illness or injury and upon the exhaustion of his or her own accrued leave. The maximum amount of time that an eligible employee can carry (employee's sick time and donated sick time combined) is 480 hours or 12-weeks. An employee who receives donated time based on a family catastrophic illness or injury must, while using the time, regularly check-in weekly with his / her supervisor and ensure that his / her job duties are being completed.

a. Eligibility

Only employees in regular positions who anticipate exhausting their leave balances are eligible to participate in the Voluntary Time-Bank Program. Employees receiving disability payments or Workers' Compensation may be eligible for a pro-rated Time-Bank reimbursement such that total payments do not exceed 100% of their regular pay.

b. Catastrophic Illness or Injury

"Catastrophic illness or injury" is defined as a debilitating medical condition or severe illness or injury which is expected to incapacitate the employee for an extended period (at least 30 calendar days) and which creates a financial hardship because the employee has exhausted all accumulated paid leave. Common illnesses or injuries which are short-term and are without complications are not catastrophic events.

c. Family Catastrophic Illness or Injury

A "family catastrophic illness or injury" is defined as a debilitating medical condition of an immediate family member where the employee, as the primary care giver, is required to take off from work for at least 30 calendar days. An immediate family member is defined as spouse, registered domestic partner, child, stepchild, foster child, parent, grandparent, sibling, or any other person living in the immediate household of the employee.

d. Conditions and Procedures

Only the Agency head (which includes the Executive Director, Deputy Executive Director, or Chief Financial Officer) may establish a Time-Bank for an employee who is suffering a hardship due to a catastrophic illness or injury.

When the Agency head has determined that an employee would benefit from the establishment of a Time-Bank, the Agency head will contact the employee to determine if the employee desires to participate in the Time-Bank Program. If the employee desires to participate in the Time-Bank Program, the Deputy Executive Director or Chief Financial Officer will contact the Executive Director and establish the Time-Bank. An employee must meet all the following qualifications to donate to the Catastrophic Leave Bank:

- Regular full-time employees must be in a permanent position with WRCOG. Part-time employees are not allowed to donate.
- Regular full-time employees must have a minimum of at least 100 hours of accrued California Paid Sick Leave hours after donating leave time.

An eligible Regular full-time employee who wishes to donate leave credits may donate a minimum of eight hours and a maximum of 20 hours of California Paid Sick Leave.

All donations to the Time-Bank shall remain confidential and are strictly voluntary.

The Time-Bank will be established on behalf of an individual employee. The Time-Bank will accept transfers of leave credits from one or more employees.

The use of leave credits will be calculated on a dollar-for-dollar value and will be tracked on a first in, first used basis.

The Executive Director will advise the employee needing the donation that participation by the employee in the Time-Bank Program will require the employee to sign the “Employee Section” on the Request for Establishment of a Voluntary Time-Bank Form.

Thereafter, the Executive Director will inform all regular and/or full-time employees of (1) the establishment of the Time-Bank for the eligible employee; (2) their opportunity to transfer accrued Paid Sick Leave within the above guidelines; (3) how transfers are submitted; and (4) that the Program can be terminated or modified at any time by WRCOG or the eligible employee. No personal medical information will be provided to employees from whom donations of leave are being requested.

The Executive Director will establish and operate the approved Time-Bank. No donation will be processed until the effective date of the Time-Bank. The effective date for the Time-Bank is either (1) the date the employee exhausted his or her leave balance, or (2) the date the employee submitted both the completed Request for Establishment of a Voluntary Time-Bank Form and the completed Voluntary Time-Bank Physician Statement, whichever date is later.

Human Resources will ensure that only necessary credits are donated. Donor employees will be required to complete and sign a Voluntary Time-Bank Form. Donations will be processed by Human Resources and will be posted to the employee's sick leave bank on a pay period-by-pay period basis. Unprocessed donations forms will be returned to the donor.

7. CHILDCARE ISSUES AS A RESULT OF THE COVID-19 PANDEMIC

Some schools have closed due to the COVID-19 pandemic. Employees who do not intend on working from home and need to take off time for childcare needs due to school closures may take up to twelve (12) weeks of job-protected leave under the EFMLEA (as described above) and are also eligible to use available leave balances (and exhaust them before utilizing the next type) in the following order:

- Emergency Paid Sick Leave
- Vacation / Annual Leave
- Holiday
- Compensatory Time
- Sick Leave
- Negative Sick Leave accruals up to 40 hours

Note: If, during the above period of caring for their child(ren), either the employee or the employee's eligible family members become ill, the employee is eligible to use available sick leave balances and the above order or accruals is not applicable.

Employees may also elect to voluntarily furlough during this time. The benefits of furlough versus an unpaid leave are that flexible benefits payments and retirement benefits for many employees are not impacted. Please contact Human Resources for more information about this option.

This provision is only effective during the COVID-19 pandemic and while the employee's children's schools are closed.

8. EMPLOYMENT DEVELOPMENT DEPARTMENT (EDD) - STATE OF CALIFORNIA - CORONAVIRUS 2019 (COVID-19)

a. Sick or Quarantined

If an employee is unable to work due to having or being exposed to COVID-19 (certified by a medical professional), the employee can file a Disability Insurance (DI) claim. DI provides short-term benefit payment to eligible workers who have a full or partial loss of wages due to non-work-related illness, injury, or pregnancy. Benefit amounts are approximately 60 - 70% of wages (depending on income) and range from $50 - $1,300 a week. The Governor's Executive Order waives the one-week unpaid waiting period, so you can collect DI benefits for the first week an employee is out of work. If the employee is eligible, the EDD processes and issues payments within a few weeks of receiving a claim.

b. Caregiving

If an employee is unable to work because he / she is caring for an ill or quarantined family member with COVID-19 (certified by a medical professional), the employee can file for Paid Family Leave (PFL). PFL provides up to eight weeks of benefit payments to eligible workers who have a full or partial loss of wages because they need time off work to care for a seriously ill family member or to bond with a new child. Benefit amounts are approximately 60 – 70% of wages (depending on income) and range from $50 - $1,300 a week. If an employee is eligible, the EDD processes and issues payment within a few weeks of receiving a claim.

c. ***School Closures***

If an employee's child's school is closed, and the employee has to miss work to be there for the child, the employee may be eligible for Unemployment Insurance (UI) benefits or Pandemic Emergency Unemployment Compensation (PEUC). Eligibility considerations include if the employee has no other care options and if the employee is unable to continue working his / her normal hours remotely. File a UI claim and EDD representatives will determine eligibility. Beginning May 27, 2020, the EDD will automatically review regular UI claims for those with a benefit year that started on or after June 2, 2019, that have run out of all available benefits for PEUC.

d. ***Reduced Works Hours***

If the employer has reduced an employee's hours or shut down operations due to COVID-19, the employee can file an UI or PEUC claim. UI provides partial wage replacement benefit payments to workers who lose their job or have their hours reduced, through no fault of their own. Workers who are temporarily unemployed due to COVID-19 and expected to return to work with their employers within a few weeks are not required to actively seek work each week. However, they must remain able and available and ready to work during their unemployment for each week of benefits claimed and meet all other eligibility criteria. Eligible individuals can receive benefits that range from $40 - $450 per week. The Governor's Executive Order waives the one-week unpaid waiting period, so an employee can collect UI benefits for the first week he /she is out of work. If an employee is eligible, the EDD processes and issues payments within a few weeks of receiving a claim.

e. ***Pandemic Unemployment Assistance (PUA)***

If you do not qualify for UI because you do not have sufficient work history, you may qualify for PUA. The EDD will determine whether to process your claim as a UI or PUA claim based on your responses and wage information reported.

9. WORKERS' COMPENSATION

Employees who work at a jobsite outside their home at the direction of their employer between March 19, 2020, and July 5, 2020, and who test positive for COVID-19 within 14 days of working at their jobsite are presumed to have contracted any COVID-19-related illness at work for the purposes of awarding workers' compensation benefits. The diagnosis must be made by a medical doctor and confirmed by a positive COVID-19 test within 30 days of the diagnosis.

Please follow all normal protocols for handling Workers' Compensation claims if you believe you qualify.

10. MEETINGS & GATHERINGS

To the extent possible, meetings should be held via online video- and/or tele-conferencing (e.g., Zoom) and social distancing (i.e., placing six feet between you and the person you are interacting with) is highly recommended. If business can be handled online, over the phone, or via email, that is preferred.

11. OFFICE PROCEDURES & BEST PRACTICES

WRCOG will implement the following procedures for the health and safety of our employees and visitors at this time but reserve the right to change as additional information becomes available. These guidelines are subject to change in the future:

General Guidelines

- WRCOG will provide temperature and health screening upon office entry utilizing no-touch equipment.
- Display signage at front desk notating expectations for office etiquette:
  - No hand shaking.
  - Maintaining 6 feet distancing
  - Use of face masks and/or face shields.
  - Washing hands (with soap for 20 seconds) or using hand sanitizer (with at least 60% ethanol or 70% isopropanol) any time entering the office.
  - Proper respirator etiquette, including covering coughs and sneezes in elbow.
- Require all to wash their hands and/or use hand sanitizer before entering and / or re-entering the office.
- WRCOG will provide visitors with a disposable face mask upon entry, if they do not already have one.
- Employees who test positive for COVID-19 or are experiencing symptoms must not come into the office and self-isolate per CDC guidelines.
  - If the employee will not be tested, the employee can return to work if they have had no fever for at least 72 hours (without the use of fever reducing medicine), respiratory symptoms have improved, and at least 10 days have passed since their first symptom.
  - If the employee will be tested, the employee can return once they no longer have a fever (without the use of fever reducing medicine), respiratory symptoms have improved, and they receive two negative tests in a row, at least 24 hours apart.
- Asymptomatic employees who have been in close contact with an individual who tests positive for COVID-19 or is experiences symptoms must not come into the office and self-isolate per CDC guidelines.
  - The employee can return to work after staying home and practicing social distancing for 14 days.

WRCOG Staff Guidelines

- All staff are required to read all of the COVID-19 Guidelines and educate themselves of the expectations of the organization and symptoms of COVID-19.
- Staff are encouraged to consistently self-monitor their health per the symptoms of COVID-19 as listed above in the General Information section and on the CDC’s website.

- WRCOG will provide a reusable face mask or face shield to staff, who are to wash the face coverings after each shift.
- Staff are required to wear a face mask and / or shield anytime they leave their workstation. However, staff are permitted to remove face mask and /or shield if sitting stationary at their workstation.
- All staff are required to maintain 6 feet of distancing between workstations.
  - Staff are required to coordinate with their Director and the WRCOG team to schedule when they will be in the office so as to maintain protective social distancing.
  - There will be no desk swapping or sharing.
  - There will be no sharing of phones or other work supplies or equipment whenever possible.
  - Staff are to never share personal protective equipment.
- WRCOG will maintain regular housekeeping practices with additional routine cleaning and disinfecting of surfaces, equipment, and other elements in the work environment after each use. When choosing cleaning chemicals, WRCOG will use products approved for use against COVID-19 as found on the Environmental Protection Agency-approved list.
  - All staff, upon leaving the office for the day, are required to sanitize their workstation.
  - All staff are required to clean high trafficked areas (e.g., break room, copy room and front desk) after each use.
- WRCOG will have cleaning supplies at all high trafficked areas that will be stocked with hand sanitizer, wipes, disposable face masks, gloves, and other cleaning materials.
- Conference rooms are to uphold 6-feet distancing guidelines:
  - Palm Conference: 3 people maximum
  - Citrus Conference: 10 people maximum
- Encourage separate routes for entry and exit of the office to avoid close proximity; the front door will be used for entry and the back door will be used for exit.
- Encourage the limit of 2 people in an elevator.
- Encourage the use of stairs as to avoid overcrowding the elevator.

Work or Personal Travel

- Discontinuation of work travel outside of office until otherwise noted.
- Employees who travel by plane or by other means outside of California are expected to quarantine and work remotely for 14 days.
  - If the employee shows no symptoms of COVID-19 they are permitted to return to the office after 14 days.

Break Room Practices

- Encourage that employee breaks, including lunch, be taken off-site or in an area that promotes physical distancing, such as the patio, personal vehicles, workstation, or a socially distanced conference room.
- Maximum of three people in the breakroom at any time; staff will continue to use 6-feet social distancing measures and clean all equipment utilized in the breakroom after each use.
- Staff is required to bring their own utensils for eating.
- WRCOG will open conference rooms for eating lunch at the following capacity:
  - Citrus: 10
  - Palm: 3

Compliance Procedures

- Staff are encouraged to politely remind coworkers to comply by the COVID-19 guidelines outlined in this document.
  - Consistent non-compliance will be reported to a Director and could result in discipline, up to and including termination.

Back to the Future Office Taskforce

- In alignment with State best practices, the Back to the Future Office Taskforce will continue to meet on a regular basis to evaluate the office workplace for compliance and make any adjustments to the plan as additional information about the status of COVID-19 becomes available.

12. ADDITIONAL INFORMATION & RESOURCES

Riverside County Public Health: **https://rivcoph.org/coronavirus**
Riverside County Human Resources: **https://rc-hr.com/coronavirus**
California Department of Public Health: **https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/Immunization/ncov2019.aspx**
Cal/OSHA COVID-19 General Checklist for Workplaces: **CAL/OSHA COVID-19 General Checklist for Workplaces**
Centers for Disease Control - Coronavirus Disease 2019 (COVID-19) | CDC
Centers for Disease and Prevention Control and Prevention: **https://www.cdc.gov/coronavirus/2019-nCoV/index.html**
World Health Organization: **https://www.who.int/emergencies/diseases/novel-coronavirus-2019**

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Item 4.G

Western Riverside Council of Governments
Executive Committee

Staff Report

Subject: **Finance Department Activities Update**

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

Date: **August 3, 2020**

The purpose of this item is to *provide an update on the Agency financials through June 2020.*

Requested Action:

1. Receive and file.

Fiscal Year 2019/2020 Agency Audit

WRCOG's annual Agency audit was initiated during the week of June 15, 2020. WRCOG utilizes the services of the audit firm Rogers, Anderson, Malody, and Scott, LLC, (RAMS) to conduct its financial audit. The first visit is known as the "interim" audit; in July or August RAMS will return to finish its second round, which is known as "fieldwork."

Financial Report Summary Through June 2020

The Agency Financial Report summary through June 2020, a monthly overview of WRCOG's financial statements in the form of combined Agency revenues and costs, is provided as Attachment 1.

Prior Actions:

July 23, 2020: The Finance Directors Committee received and filed.

July 16, 2020: The Technical Advisory Committee received and filed.

July 8, 2020: The Administration & Finance Committee received and filed.

Fiscal Impact:

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

Attachment:

1. Financial Report summary through June 2020.

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Item 4.G

Finance Department Activities Update

Attachment 1

Financial Report summary through June 2020

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Western Riverside Council of Governments
Monthly Budget to Actuals
For the Month Ending June 30, 2020

Description	Thru Actual 6/30/2020	Approved Budget 6/30/2020	Remaining Budget 6/30/2020
Member Dues	311,410	311,410	-
PACE Residential Revenue	1,030,557	782,500	(248,057)
Statewide HERO Revenue	435,896	570,000	134,104
Gas Co. Prtnrshp Revenue	50,941	108,400	57,459
SCE WRELP Revenue	48,361	54,219	5,858
PACE Commercial Sponsor Revenue	259,425	299,425	40,000
Commercial Recording Revenue	62,478	117,500	55,022
PACE Recording Revenue	81,430	111,800	30,370
CA HERO Recording fee Revenue	263,017	421,200	158,183
Regional Streetlights Revenue	425,209	187,511	(237,698)
Solid Waste	112,970	107,313	(5,657)
Used Oil Grants	377,654	377,654	-
Air Quality	272,770	210,500	(62,270)
Adaptation Grant Revenue	85,394	125,000	39,606
CAP Grant Revenue	430,530	125,000	(305,530)
LTF Revenue	800,250	800,250	-
RIVTAM	137,500	140,000	2,500
Other Misc Revenue	75,000	-	(75,000)
General Assembly Revenue	3,000	300,000	297,000
Commerical/Service - Admin	68,311	47,284	(21,027)
Commercial/Svcs	1,639,464	1,134,806	(504,658)
Retail - Admin	164,883	109,687	(55,196)
Retail	3,957,192	2,632,497	(1,324,695)
Industrial - Admin	281,111	502,285	221,174
Industrial	6,746,664	12,054,852	5,308,188
Residential/Multi/Single - Admin	928,259	1,121,669	193,411
Residential/Multi/Single	22,278,211	26,920,065	4,641,854
Multi-Family - Admin	287,295	199,074	(88,221)
Multi Family	6,895,080	4,777,779	(2,117,301)
Interest Revenue - Other	127,758	25,000	(102,758)
Fund Balance Carryover	870,000	870,000	-
Total Revenues	**$ 49,542,173**	**$ 55,639,682**	**$ 6,097,509**

Expenses	Thru Actual 6/0/2020	Approved Budget 6/30/2020	Remaining Budget 6/30/2020
Salaries	1,903,495	1,956,067	52,572
Benefits	926,927	927,089	162
Overhead Allocation	1,933,224	1,893,320	(39,904)
General Legal Services	292,257	399,430	107,173
Audit Services	23,300	30,500	7,200
Bank Fees	2,820	40,150	37,330
Commissioners Per Diem	37,850	62,550	24,700
Office Lease	346,365	465,000	118,635
WRCOG Auto Fuels Expenses	858	1,500	642
Parking Validations	14,784	16,446	1,662
Staff Recognition	79	800	721
Coffee and Supplies	2,569	2,500	(69)
Event Support	144,385	183,798	39,413

Program/Office Supplies	18,474	22,263	3,789
Computer Supplies	4,811	5,381	570
Computer Software	63,028	26,500	(36,528)
Rent/Lease Equipment	17,060	30,000	12,940
Membership Dues	6,094	32,715	26,621
Subscriptions/Publications	2,439	3,225	786
Meeting Support Services	185	10,644	10,459
Postage	2,959	5,664	2,705
Other Expenses	2,701	1,250	(1,451)
COG HERO Share Expenses	2,701	10,000	7,299
Storage	4,528	10,000	5,472
Printing Services	7,869	7,500	(369)
Computer/Hardware	8,558	9,500	942
Communications - Regular Phone	19,711	16,000	(3,711)
Communications - Cellular Phones	9,922	17,500	7,578
Communications - Computer Services	38,670	57,500	18,830
Communications - Web Site	5,650	8,000	2,350
Equipment Maintenance - General	4,822	10,000	5,178
Equipment Maintenance-Computer	13,212	21,250	8,038
Insurance - Gen/Busi Liab/Auto	91,240	104,000	12,760
Recording Fee	120,847	260,741	139,894
Seminars/Conferences	2,906	11,905	8,999
General Assembly Expenses	67,207	300,000	232,793
Travel - Mileage Reimbursement	8,782	20,078	11,296
Travel - Ground Transportation	1,880	5,168	3,288
Travel - Airfare	5,556	12,250	6,694
Lodging	6,303	8,123	1,820
Meals	6,534	8,370	1,836
Other Incidentals	1,674	6,537	4,863
Training	4,895	9,250	4,355
OPEB Repayment	110,526	110,526	-
Supplies/Materials	65,725	21,800	(43,925)
Advertising Media	1,020	10,000	8,980
Advertisement Radio & TV Ads	33,250	72,000	38,750
Consulting Labor	1,843,119	2,305,445	462,326
Office Equipment Purchased	164,878	200,000	35,122
TUMF Project Reimb	27,303,365	45,000,000	17,696,635
	$35,702,015	**54,994,235**	**$19,292,220**

Western Riverside Council of Governments
Executive Committee

Staff Report

Subject: **Regional Streetlight Program Activities Update**

Contact: **Daniel Soltero, Staff Analyst, dsoltero@wrcog.us, (951) 405-6738**

Date: **August 3, 2020**

The purpose of this item is to *provide an update on the Regional Streetlight Program LED retrofit, rebate applications process, and upcoming smart streetlights research and planning.*

Requested Action:

1. Receive and file.

Background

At the direction of the Executive Committee, WRCOG developed a Regional Streetlight Program that allows the 11 participating jurisdictions (and Community Service Districts) to purchase streetlights within its boundaries which are currently owned and operated by Southern California Edison (SCE). Once the streetlights are owned by the member jurisdiction, the lamps will be retrofitted to Light Emitting Diode (LED) technology to provide more economical operations (i.e., lower maintenance costs and reduced energy use). Local control of the streetlight system provides jurisdictions with opportunities for future revenue generation such as digital-ready networks and telecommunications and information technology strategies.

Regional Streetlight Retrofit Completion

The Regional Streetlight Program has completed the retrofit of over 53,000 streetlights to energy efficient LED fixtures. In December 2018 and February 2019, the Cities of Moreno Valley and Murrieta were the first jurisdictions in the Program to start retrofitting its streetlights to LED fixtures. Over the course of 2019, an additional seven participating jurisdictions across the subregion started its streetlight LED retrofit projects, and most of those jurisdictions also saw the completion of its individual retrofit projects in the same year. Once the City of Murrieta's retrofit project was nearing completion, the retrofit projects in other jurisdictions could be started and run concurrently for a few weeks. The staggered projects resulted in up to three retrofit projects being managed at the same time, whether they were starting, in the middle of their project, or nearing completion.

In March 2020, the City of Menifee started its streetlight retrofit and three months later the project was completed. Additionally, the City of Perris started its streetlight retrofit project in May 2020 and completed the project in July 2020. The final two jurisdictions to start its streetlight retrofit projects ran concurrently for two months which allowed for a few technicians to be dispatched to other jurisdictions for punch list work including pole tagging and final remaining conversions that had an issue during the first round of retrofit. As the main portion of the retrofit project is completed and the project is substantially complete, a punch list is developed to conduct a quality check of all the data and to ensure all streetlight poles have been converted and/or tagged.

As the retrofit projects come to completion, WRCOG will continue to support the participating jurisdictions with preparing and submitting the SCE streetlight rebates. At this time WRCOG has distributed the rebate funds to the Cities of Eastvale, Murrieta, and Wildomar for a combined rebate value of $976,380. The remaining participating jurisdictions' rebates are currently in process of being prepared and uploaded to the SCE Online Tool. Additionally, WRCOG will continue to support jurisdictions with administrative support until the rebates are received and distributed to the jurisdictions. The table below shows the current status of the rebates process for each jurisdiction.

Jurisdiction	Rebate Amount	Status
Eastvale	$413,917	Complete
Hemet	Est. $172,930	10% - In progress
JCSD	Est. $189,458	95% - pending JCSD signatures for submission
Lake Elsinore	Est. $374,362	15% - In progress
Menifee	Est. $501,023	Pending New SCE Service Account Numbers
Murrieta	$461,271.00	Complete
Perris	Est. $513,477	Pending New SCE Service Account Numbers
San Jacinto	Est. $187,390	50% - In progress
Temecula	Est. $684,044	10% - In progress
Wildomar	$101,192	Complete

Smart Streetlights Research

As the Regional Streetlight Program retrofits have been completed, WRCOG will be expanding the Program by researching the applications of smart city technologies with streetlights. Through technological innovations and applications, the concept of a smart city can result in increased operational efficiencies, increased level of service, higher cost-savings, and new opportunities to generate revenue. WRCOG will be researching smart city and internet of things (IoT) technologies regarding streetlights in four categories: Public Safety, Sustainability, Transportation, and Connectivity.

WRCOG will develop a Regional Smart Streetlights Plan which will assess all WRCOG member jurisdictions' readiness for smart city technologies including underground fiber networks, existing infrastructure, and general interest in implementing smart city or IoT technologies on publicly-owned streetlights. The Plan will consider member jurisdictions' interest and readiness for smart city implementation in order to recommend general technologies in each of the four categories that are compatible with existing infrastructure. WRCOG staff will be coordinating with participating member jurisdictions through the remainder of 2020 to determine regional interest in smart city and IoT technologies for streetlights, and development of the Regional Smart Streetlight Plan.

Prior Action:

July 16, 2020: The Technical Advisory Committee received and filed.

Fiscal Impact:

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

Attachment:

None.

Item 4.I

Western Riverside Council of Governments
Executive Committee

Staff Report

Subject: **Western Riverside Energy Partnership Program Activities Update**

Contact: **Anthony Segura, Senior Analyst, asegura@wrcog.us, (951) 405-6733**

Date: **August 3, 2020**

The purpose of this item is to *provide an update on COVID-19 programmatic updates to the Virtual 2020 SEEC Forum and the 2021 Partnership extension.*

Requested Action:

1. Receive and file.

The Western Riverside Energy Partnership (WREP) responds to Executive Committee direction for WRCOG, and the Southern California Gas Company (SoCalGas) to seek ways to improve marketing and outreach to the WRCOG subregion regarding energy efficiency. WREP is designed to help local governments set an example for their communities to increase energy efficiency, reduce greenhouse gas emissions, increase renewable energy usage, and improve air quality.

2021 SoCalGas Program Extension

In July 2020, the SoCalGas Partnership team met with WRCOG staff to discuss the extension of the 2020 Partnership into 2021. With the recent impact of COVID-19, a lot of programs that have been offered by SoCalGas to public customers have either been put on hold or have been exhausted due to funding. In addition to COVID-19, many program savings / elements that the utilities look to achieve every program year has also been affected by this pandemic as there are minimal or no savings to account for at the moment for the program year of 2020. With that being said, SoCalGas and its management team has announced that they would like to continue the Partnership with WRCOG into 2021 to continue supporting its members but also new agencies that have not been supported in the past due to program restraints.

What does this mean for WRCOG and its WREP Partnership?

- Secured funding in 2021 for program year.
- Member agencies within WRCOG boundaries will be automatically enrolled into the Partnership (even those agencies who have their own Municipally Owned Utility).
- WREP will now include and support Water / Special Districts, School Districts, and Tribes.
- Focus will be on energy efficiency retrofits towards natural gas appliances such as water heaters, boilers, pool heaters, and food service equipment's.

At this time, it is still early to identify the proposed budget and therm savings for 2021, but WRCOG staff will provide updates to all WRCOG committees once new updates and or program details have been established.

Virtual 2020 SEEC Forum

In light of COVID-19, the Local Government Commission (LGC) in partnership with the Statewide Energy Efficiency Collaborative (SEEC) will be moving the 2020 SEEC Forum to a virtual series. This virtual series will be offered to local government staff and energy efficiency experts at no cost. The intent of the virtual SEEC Forum is to deliver timely and relevant energy efficiency content to local government staff while aiming to preserve the value of networking opportunities to the greatest extent possible.

Past SEEC Forums have provided local government staff with information on innovative local energy and sustainability projects to help local governments save energy, reduce greenhouse gas emissions in its communities, and share best practices within the field of energy efficiency.

This new virtual series will be conducted over a 6-month period (June 2020 – November 2020). Below is a tentative schedule for webinars set to be hosted in August and September 2020:

1. Wednesday, August 12, 2020: Building Decarbonatization Policy Tools for California Local Governments.
2. Thursday, August 20, 2020: Maximizing Value of Resiliency Programs: Case Study & Resources.
3. Tuesday, September 1, 2020: Building Decarbonization Full Throttle: CPUC Updates and Regional Implementation.
4. Wednesday, September 9, 2020: Not your Grandma's Regulatory Update.
5. Thursday, September 17, 2020: State-Administered, Utility-Supported Financing for Energy Efficiency Retrofits.

Additional information about this virtual series and to register for the various webinar sessions can be found at SEEC 2020. If you cannot access Zoom for any reason, all webinars will be available via Livestream on YouTube. Visit LGC's YouTube Channel to tune into the webinar.

Prior Action:

None.

Fiscal Impact:

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

Attachment:

None.

Item 4.J

Western Riverside Council of Governments
Executive Committee

Staff Report

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

Contact: **Rick Bishop, Executive Director, rbshop@wrcog.us, (951) 405-6701**

Date: **August 3, 2020**

***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.*

Requested Action:

1. Receive and file.

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

SANDAG Borders Committee (Crystal Ruiz)

The SANDAG Borders Committee met on June 26, 2020, and July 17, 2020; each meeting agenda is attached.

CALCOG Board of Directors (Brian Tisdale)

The CALCOG Board of Directors met on July 1, 2020; the meeting agenda is attached.

SAWPA OWOW Steering Committee (Rusty Bailey)

The SAWPA OWOW Committee met on July 23, 2020; the meeting agenda is attached.

Prior Action:

June 1, 2020: The Executive Committee received and filed.

Fiscal Impact:

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

Attachments:

1. SANDAG Borders Committee meeting agenda of June 26, 2020.
2. SANDAG Borders Committee meeting agenda of July 17, 2020.
3. CALCOG Board of Directors meeting agenda of July 1, 2020.
4. SAWPA OWOW Steering Committee meeting agenda of July 23, 2020.

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Item 4.J

Report out of WRCOG Representatives on Various Committees

Attachment 1

SANDAG Borders Committee meeting agenda of June 26, 2020

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Joint Meeting of the Borders Committee and the Committee on Binational Regional Opportunities

Friday, June 26, 2020
12:30 to 2:30 p.m.
****Teleconference Meeting****

Agenda Highlights

- **Comprehensive Multimodal Corridor Plans**
- **California–Baja California 2021 Border Master Plan**

MEETING ANNOUNCEMENT AMIDST COVID-19 PANDEMIC:

The joint meeting of the Borders Committee and the Committee on Binational Regional Opportunities will be conducted virtually in accordance with Governor Newsom's State of Emergency declaration regarding the COVID-19 outbreak, Executive Order N-29-20, and the Guidance for Gatherings issued by the California Department of Public Health. Members will primarily participate in the meeting virtually, while practicing social distancing, from individual remote locations. There are a few options for public participation:

- Listen to the meeting audio stream through sandag.org
- Observe the joint meeting via GoToMeeting (registration required)

To register for the GoToMeeting webinar, follow the prompts to enter your name and email address. Members of the public who prefer not to share their names with SANDAG may use initials or a pseudonym; however, to receive a confirmation email, including a link to join the webinar, you will need to enter a valid email address. On the morning of the meeting, click the "Join Webinar" link in the confirmation email. To avoid connection issues, check your system requirements in advance. During the GoToMeeting webinar: To minimize/expand the webinar attendee panel, click on the orange arrow at the top right corner of your screen. Attendees will be in "listen only" mode. View GoToMeeting FAQs for additional information. SANDAG is relying on commercial technology to broadcast the meeting via GoToWebinar. With the recent increase of virtual meetings, platforms such as Microsoft Teams, WebEx, GoToMeeting, and Zoom are working to scale their systems to meet the new demand. If we experience technical difficulty or you are unexpectedly disconnected from the broadcast, please close and re-open your browser and click the link to re-join the meeting. SANDAG staff will take all possible measures to ensure a publicly accessible experience. Please note that the meeting will continue to be broadcast audio-only via the "Listen to the meeting" link on sandag.org.

Public Comments: 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 clerk@sandag.org (please reference: "June 26, Joint Meeting of the Borders Committee and the Committee on Binational Regional Opportunities" in your subject line and identify the item number(s) to which your comments pertain). Comments received by 4 p.m. on Thursday, June 25, will be provided to members prior to the meeting. If you desire to provide a live verbal comment during the meeting, register for the GoToMeeting webinar as noted above, and join the meeting using the "Join Webinar" link provided in your confirmation email. Commenters can use a computer microphone and speakers to listen and communicate or dial into the meeting with a telephone. Commenters must join the webinar portion of the session to obtain a personal audio PIN before attempting to call-in. You may use either the "Telephone" or "Mic & Speakers" audio option, although the "Telephone" option will require use of the PIN. When public comments for an item are called for, press the "raise your hand" button in the GoToWebinar control panel to be called on. You will then be then be called on by name and unmuted by the organizer and may provide comments for the allotted time. Do not self-mute – organizers will not be able to unmute you to provide comments. All comments received prior to the close of the meeting will be made part of the meeting record.

Members

Jim Desmond, Chair
Vice Chair, County of San Diego
(Representing **County of San Diego**)

Bill Sandke, Vice Chair
Councilmember, City of Coronado
(Representing **South County**)

Monica Montgomery
Councilmember, **City of San Diego**

Bill Baber
Councilmember, City of La Mesa
(Representing **East County**)

Jewel Edson
Mayor, City of Solana Beach
(Representing **North County Coastal**)

Paul McNamara
Mayor, City of Escondido
(Representing **North County Inland**)

Bill Sandke
Metropolitan Transit System

Jack Feller
North County Transit District

Johanna Schiavoni
San Diego County Regional Airport Authority

Garry Bonelli
Commissioner, **Port of San Diego**

Alternates

Judy Ritter
Mayor, City of Vista
(Representing **North County Inland**)

Mary Salas
Mayor, City of Chula Vista
(Representing **South County**)

Chris Ward
Councilmember, **City of San Diego**

Greg Cox
Chair, **County of San Diego**

Nathan Fletcher
Supervisor, **County of San Diego**

Jennifer Mendoza
Councilmember, City of Lemon Grove
(Representing **East County**)

Joe Mosca
Councilmember, City of Encinitas
(Representing **North County Coastal**)

Vacant
Metropolitan Transit System

Sharon Jenkins / Terry Gaasterland
North County Transit District

Mark West
San Diego County Regional Airport Authority

Michael Zucchet
Commissioner, **Port of San Diego**

Advisory Members

Gustavo Dallarda / Ann Fox
Caltrans District 11

Erica Pinto, *Jamul*
Fred Nelson, Jr., *La Jolla*
Southern California Tribal Chairmen's Association

Hasan Ikhrata
Executive Director, **SANDAG**

Welcome to SANDAG. Members of the public may speak to the Borders Committee and the Committee on Binational Regional Opportunities on any item at the time the Committee is considering the item. Public speakers are limited to three minutes or less per person. The Committees may only take action on any item appearing on the agenda.

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Mission Statement

The 18 cities and county government are SANDAG serving as the forum for regional decision-making. SANDAG builds consensus; makes strategic plans; obtains and allocates resources; plans, engineers, and builds public transit; and provides information on a broad range of topics pertinent to the region's quality of life.

San Diego Association of Governments · 401 B Street, Suite 800, San Diego, CA 92101-4231
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Special Joint Meeting of the Borders Committee and the Committee on Binational Regional Opportunities

Friday, June 26, 2020

Item No.		Action
1.	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 Board on any issue within the jurisdiction of SANDAG that is not on this agenda. Other public comments will be heard during the items under the heading "Reports."	
2.	Executive Director's Report *Hasan Ikhrata, SANDAG* An update on key programs, projects, and agency initiatives, including San Diego Forward: The 2021 Regional Plan, the Airport Connectivity project, and the agency's response to COVID-19, will be presented.	Discussion

Reports

+3.	Comprehensive Multimodal Corridor Plans *Richard Chavez, SANDAG* An overview of the Comprehensive Multimodal Corridor Plans program to refine and prioritize transportation solutions on five priority corridors using a policy-, data-, and collaboration-driven approach will be presented.	Information
4.	2020 Census Complete Count *Darlanne Hoctor Mulmat, SANDAG* An overview of SANDAG activities related to the 2020 Census Complete Count will be presented.	Information
+5.	2019 California–Baja California Border Crossing and Trade Statistics Highlights *Zach Hernandez, SANDAG* A summary of highlighted statistics from the most recent annual border crossing and trade information relevant to the California–Baja California land ports of entry will be presented.	Information
+6.	California–Baja California 2021 Border Master Plan *José Márquez, Caltrans District 11* An overview of the California–Baja California 2021 Border Master Plan will be presented along with a description of stakeholder outreach initiatives.	Information
7.	Committee on Binational Regional Opportunities Updates *Chair Paul Ganster, San Diego State University – Institute for Regional Studies of the Californias* A border perspective on collaborative challenges and opportunities within the COVID-19 health crisis will be presented.	Information

8. Continued Public Comments

If the five-speaker limit for public comments was exceeded at the beginning of this agenda, other public comments will be taken at this time. Subjects of previous agenda items may not again be addressed under public comment.

9. Upcoming Meetings — Information

The next Borders Committee meeting is scheduled for Friday, July 24, 2020, at 12:30 p.m.

10. Adjournment

+ next to an item indicates an attachment

June 26, 2020

Comprehensive Multimodal Corridor Plans

Action: **Information**
An overview of the Comprehensive Multimodal Corridor Plans program to refine and prioritize transportation solutions on five priority corridors using a policy-, data-, and collaboration-driven approach will be presented.

Fiscal Impact:
Funding for development of the Comprehensive Multimodal Corridor Plans is included in the Capital Improvement Program Nos. 1600501, 1600502, 1605201, 1607801, and 1680501 in the amended FY 2020 Program Budget.

Schedule/Scope Impact:
The next major milestone is the summer/fall 2020 presentation on preliminary results of data analysis for each of the five corridors.

Overview

On September 27, 2019, the Board of Directors took action to advance development of the 5 Big Moves by allocating $40 million over the next five fiscal years to complete Comprehensive Multimodal Corridor Plans (CMCPs) for 12 corridors throughout the region.

CMCPs promote a planning process that utilizes a holistic and multimodal approach and strives to achieve a balanced transportation system. Comprehensive Multimodal Corridor Planning is undertaken to help inform the decision-making process and provide communities with an overall vision for the future of the corridor including guidance and coordination for future improvements necessary to meet corridor plan goals. This planning process is designed to establish consensus on the scope and priority of transportation solutions within each corridor area.

CMCPs must be completed to be eligible for Solutions for Congested Corridors Program funding, a competitive funding program created by Senate Bill 1. The CMCPs also will be used to compete for other local, state, and federal funds.

Discussion

The September 27, 2019, Board action identified 5 of the 12 corridors as priority corridors with completion of the CMCPs by summer 2021. The five priority corridors include: (1) Central Mobility Hub and Connections; (2) State Route 52 (SR 52); (3) State Route 67 (SR 67); (4) SPRINTER/Palomar Airport Road/State Route 78; and (5) Purple Line/Interstate 805 (I-805)/ Blue Line/Interstate 5 (I-5) South. This listing includes recommended adjustments since last approved by the Board on September 27, 2019. Because the policy consideration priorities are anticipated to be different, the SR 52/SR 67 corridor is recommended to be split into two separate corridors. Because there is overlap in the geographical area and the policy considerations priorities are anticipated to be similar, it is recommended that the Purple Line/I-805 and Blue Line/I-5 South corridors be combined. These adjustments will facilitate a more efficient process for the completion of the five priority CMCPs.

A workshop was held with Caltrans District 11 to develop guidelines for the delivery of the CMCP program, teams have been established that include staff from the San Diego Association of Governments, Caltrans, and Cities/County, and project management plans have been developed for each CMCP.

Geographical Study Areas

The draft geographical study area for each corridor is shown in Attachment 1. The areas have been established to capture the prevalent travel sheds for each corridor.

Issues and Opportunities

An issues and opportunities statement has been prepared for each corridor and is shown in Attachment 2. These draft statements are a work in progress, will evolve over time, and are included in this report for discussion purposes.

Policy Considerations

Each corridor team is in the process of prioritizing the 12 policy considerations shown in Attachment 3. The priorities will be available beginning summer/fall 2020 for review and discussion. Policy considerations for transportation corridor studies established by the California Transportation Commission, Federal Transit Administration, and Federal Highway Administration can generally be grouped into 12 categories. These 12 policy considerations were presented to the Transportation Committee at its February 21, 2020, meeting. Based on comments received at that meeting, changes are shown in underline and strikeout.

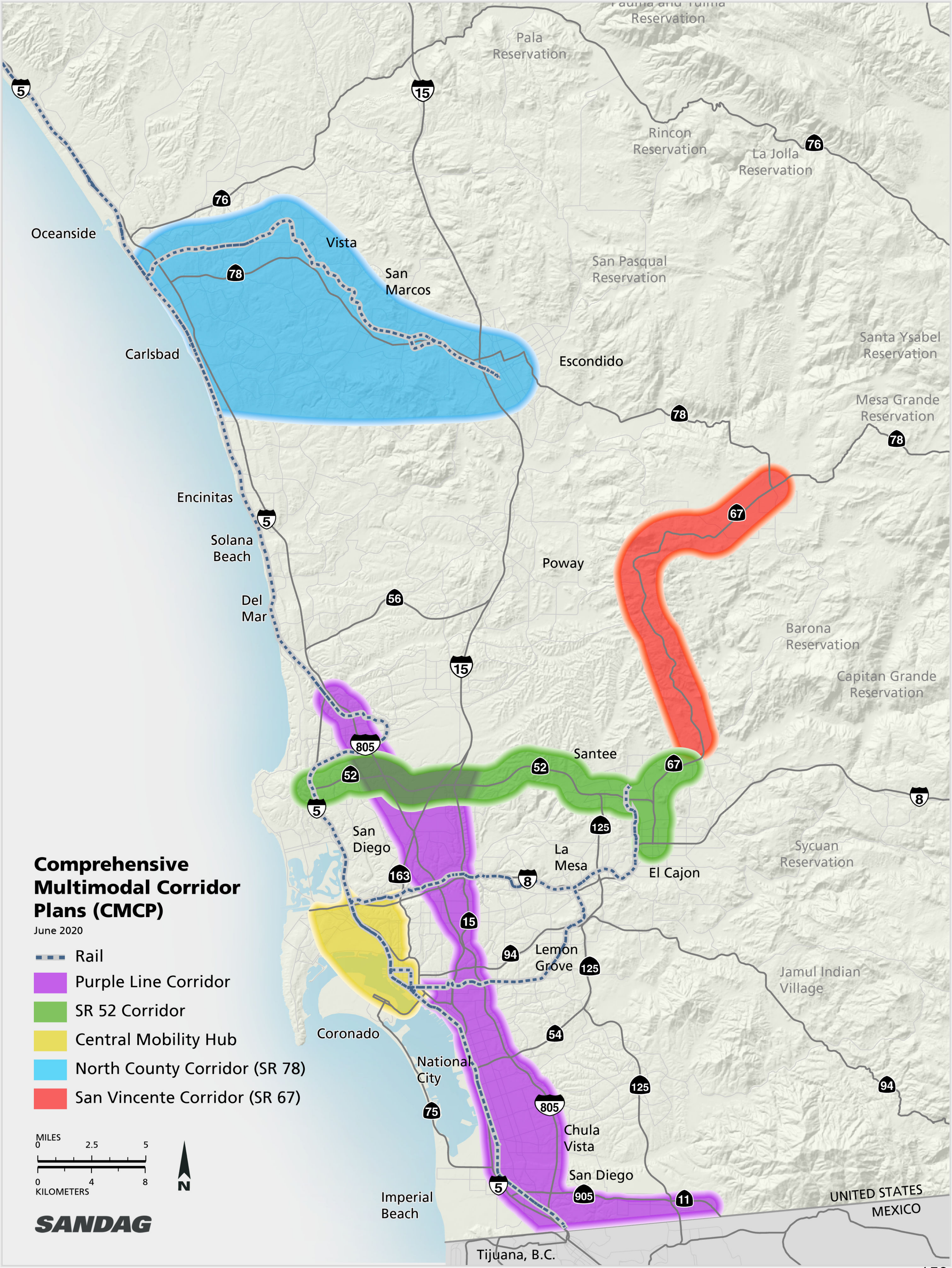
Schedule and Next Steps

Stakeholder engagement and community outreach was originally scheduled for summer 2020. Stakeholder engagement will proceed but the COVID-19 pandemic has delayed the public outreach to fall 2020 or winter 2020/2021. However, even with the delay to public outreach, it is believed that the CMCPs can still be completed by summer 2021, in time for anticipated Senate Bill 1 funding opportunities. Beginning summer/fall 2020, a series of presentations will be scheduled to discuss data analysis findings, policy priorities, and the status of stakeholder engagement.

Coleen Clementson, Director of Regional Planning

Key Staff Contact: Richard Chavez, (619) 699-6989, richard.chavez@sandag.org

Attachments:
1. CMCP Geographical Areas
2. Comprehensive Multimodal Corridor Plan Issues and Opportunities Statements
3. Policy Considerations


Comprehensive Multimodal Corridor Plans (CMCP)
June 2020
Rail
Purple Line Corridor
SR 52 Corridor
Central Mobility Hub
North County Corridor (SR 78)
San Vincente Corridor (SR 67)
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Santa Ysabel Reservation
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Barona Reservation
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Sycuan Reservation
Jamul Indian Village
Oceanside
Vista
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Carlsbad
Escondido
Encinitas
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San Diego
Imperial Beach
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Comprehensive Multimodal Corridor Plan (CMCP)
Issues and Opportunities Statements
Draft: May 22, 2020

The following are draft statements of the issues and opportunities for the priority Comprehensive Multimodal Corridor Plans (CMCPs). The issues and opportunity statements will evolve over time. The Transportation Committee is asked to review and comment. For a general depiction of the geographical area covered by each corridor study, see Attachment 1.

Central Mobility Hub and Connections Corridor
Currently the region lacks seamless, direct, and quality transit connections to access the San Diego International Airport (SDIA). With an anticipated increase of 16 million annual passengers to 40 million annual passengers by 2050, improved transit and roadway connections are needed. Coronado is home to one of the region's major military bases. With limited road and waterway access, Coronado experiences a high level of delay during peak periods. When traffic incidents occur on the Coronado Bridge or on the Silver Strand (State Route 75), access to and from Coronado is impacted. Interstate 5 (I-5) between Downtown San Diego and Interstate 8 provides access to SDIA, job centers in Downtown San Diego, and job centers further north. I-5 experiences delays in the northbound direction in the morning peak and southbound in the afternoon peak period. Opportunities exist for the creation of a Central Mobility Hub in the study area, providing high-speed, high-quality transit connections to destinations throughout the region. Future technologies may also provide opportunities for new transportation services and to better manage existing transportation infrastructure.

Purple Line (Purple Line/Blue Line Express/I-5 South/I-805) Corridor
There are high levels of congestion along the segment of I-5 between Downtown San Diego and San Ysidro and Interstate 805 (I-805), especially during the peak periods. Ten of the region's top fifty bottlenecks are located in the corridor. Within the study area, cross-border travel and goods movement are also subject to high-levels of delay. Along I-805, there are lengthy delays for commuters traveling to employment centers in University City and Sorrento Valley. There is a lack of high-speed transit, contiguous high-occupancy-vehicle and managed lanes (HOV/ML), and bikeways in the corridor. Local streets and arterials typically lack accommodation for bicycle and pedestrian movement, especially at freeway crossings. Intelligent Transportation Systems (ITS) applications has been pinpointed as an important need in the corridor with particular attention to goods movement and border activities.

Sea to Santee (SR 52) Corridor
There are high levels of congestion in the westbound direction during the morning peak and in the eastbound direction during the afternoon peak on SR 52. Maintaining a distinct community character while improving transportation efficiency and travel reliability are needed. There are also needs for a safe, well-maintained transportation system augmented with opportunities to reduce bottleneck delay, deploy technology to manage traffic demands, improve network integration with connectors to HOV/ML and Mobility Hubs, improve bike/pedestrian access, and develop reliable transit options.

San Vicente (SR 67) Corridor
Improving operational safety and emergency evacuation options are the principal needs for this corridor. Maintaining community character, trip reliability and efficiency, greenhouse gas emissions reduction strategies, protecting natural resources, and an equitable distribution of transportation improvements are also needed. Developing a multimodal transportation strategy that includes bicycle, pedestrian, and transit services and the application of ITS technologies provides opportunities to improve the transportation system.

North County Regional (SPRINTER/SR 78/Palomar Airport Road) Corridor

Population and employment growth in this corridor has led to an increase in travel demand and travel related delay. Efficient movement of people and goods is limited by an incomplete transportation network including missing freeway-to-freeway connectors at the I-5/SR 78 interchange, gaps in the Inland Rail Trail bikeway, low SPRINTER frequencies and travel speeds, gaps in the arterial system, and a lack of HOV/ML on SR 78. These factors have resulted in high levels of congestion on SR 78. There is also a need to optimize the existing transportation network with operational improvements, smart signals, and transportation system management techniques.

Policy Considerations

Policy considerations for the development of Comprehensive Multimodal Corridor Plans (CMCPs) are the overarching goals used to refine project scope and define the priority transportation solutions for each corridor. Per transportation corridor planning guidelines established by the California Transportation Commission, Federal Transit Administration, and Federal Highway Administration, policy considerations include:

1. Public safety and security
2. Preserve existing transportation infrastructure
3. Multimodal focus
4. Economic development and goods movement
5. System operations and congestion relief
6. Low-income and disadvantaged community focus
7. Reduce greenhouse gas emissions and Vehicle Miles Traveled (VMT)
8. Improve air quality and public health
9. Active transportation and micromobility
10. Prevent residential and small business displacement
11. Increase supply of affordable housing
12. Improve jobs-housing balance

June 26, 2020

2019 California–Baja California Border Crossing and Trade Highlights

Action: Information

A summary of highlighted statistics from the most recent annual border crossing and trade information relevant to the California–Baja California land ports of entry will be presented

Fiscal Impact:

None.

Schedule/Scope Impact:

None.

Introduction

The San Diego region counts itself as part of a larger, interrelated cluster of metropolitan areas that, together, function as one economic megaregion. The Cali-Baja binational megaregion encompasses San Diego County and Imperial County in the U.S. and the state of Baja California in Mexico. The daily exchange of economic and cultural activity through crossborder travel and bilateral trade are characteristics setting the California–Baja California region apart and provide the necessary elements for economic competitiveness and binational cooperation that the region leverages to advance its quality of life.

Taking into account border crossing activity in terms of both crossborder trips and commercial trade is critical to understanding the impacts on our local transportation system and economy and informing border-related planning efforts.

Discussion

The information below includes notable trends and statistics related to crossings of people, vehicles, and commercial trade through the seven land ports of entry (POEs) between California and Baja California. The analysis is based on publicly available data from the U.S. Department of Transportation – Bureau of Transportation Statistics, which provides annual information on northbound (U.S. inbound) border crossings and bilateral trade statistics dating back to 1998.

People crossings:

- General trends over the last two decades show that total crossings of people through California–Baja California POEs saw their peak years between the late 1990s and early 2000s and were followed by a period of decline from the mid-2000s to the early 2010s. Since reaching a two-decade low in 2010, total crossings of people have been growing and are nearing the peak volumes recorded in the early 2000s.
- In 2019, more than 77.2 million people crossed northbound as pedestrians or in personal vehicles (POVs) – the highest in over a decade. Most notably, the 21.8 million pedestrian crossings in 2019 (including crossings through Cross Border Xpress) was the highest in any of the 22 years of available data and 8.4% more than the year prior. The growth in pedestrian crossings carried the positive overall person crossing trend in 2019, as the volume of people crossing via POV fell slightly from 2018 to 2019.
- Crossings of people through the California–Baja California border accounted for 32% of all crossings into the U.S. via land POEs along the U.S.–Mexico and U.S.–Canada borders in 2019.

Vehicle crossings:

- The two-decade trend for POV crossings shows that the peak was reached in the mid-2000s and has since rebounded to within 10% of the peak year volume in 2005.

- The 31.4 million POVs that crossed northbound through the region in 2019 was 20% higher than the estimated total number of automobiles registered in the state of California.[1]
- Truck crossings through the state's commercial POEs broke a new record in 2019, processing more than 1.4 million northbound trucks. The Otay Mesa–Mesa de Otay and Calexico East–Mexicali II POEs are, respectively, the second- and fifth-busiest ports in terms of truck crossings along the U.S.–Mexico border.

Crossborder trade:

- Over 98% of crossborder trade that moves through California's border region travels via commercial truck through the Otay Mesa–Mesa de Otay, Tecate–Tecate, and Calexico East–Mexicali II POEs. Bilateral trade via truck through these facilities has continued to grow at a steady pace, despite declining briefly between 2008 and 2009 during the Great Recession. In just three years following the recession in 2008, trade via truck rebounded and, in fact, surpassed the annual trade totals seen in the years pre-recession.
- In 2019, California's commercial land POE facilities processed more than $65.86 billion in total bilateral trade via truck, which is a new record high. California, with the highest gross domestic product (GDP) of any U.S. state, relies heavily on trade with Mexico, its largest export market in 2019 by a margin of 67%, over its second-largest export market, Canada.[2]
- A key development in 2019 was that Mexico became the top overall trade partner for the U.S. This highlights the importance of the existing crossborder trade relationships supported by the Cali-Baja megaregion.[3]

Coleen Clementson, Director of Regional Planning

Key Staff Contact: Zach Hernandez, (619) 699-6912, zachary.hernandez@sandag.org
Attachment: 1. 2019 California–Baja California Border Crossing and Trade Statistics

[1] California Department of Motor Vehicles Forecasting Unit – Estimated Vehicles Registered by County (2019)
[2] U.S. Bureau of Economic Analysis – GDP by state (2019)
[3] U.S. Census Bureau – USA Trade, Top Trade Partners (2019)

2019 California–Baja California Border Crossing and Trade Statistics

Overview

This report presents a summary of border crossing and trade statistics at the California–Baja California land Ports of Entry (POEs) from 1998 to 2019. In general, this data is gathered from the U.S. Department of Transportation, Bureau of Transportation Statistics (BTS), based on data from the U.S. Department of Homeland Security, Customs and Border Protection (CBP). Additional data is sourced from other publicly available resources and cited throughout the text.

Border crossing data is presented in two main categories: crossings of individuals (pedestrians, passengers in privately owned vehicles [POVs], and passengers in buses), and crossings of vehicles (privately owned vehicles, buses, and trucks). Border crossing data are specific to northbound movements as CBP (and subsequently BTS) only report U.S.-inbound trips of people and vehicles. Trade statistics are reported for bilateral (northbound and southbound) trade carried via commercial vehicle (or truck) and rail, as over 99% of trade through the California–Baja California border is moved via these two modes.

The report includes three sections: Section 1, which highlights data at the state-level with information referenced in respect to all California–Baja California POEs jointly; Section 2, which highlights data at the POE-level with information presented for each individual port of entry listed from west to east; and Section 3, which includes charts displaying annual information for individual crossings, POVs, trucks, trade via truck, and trade via rail.

Discussion

The California–Baja California region has seven land POEs along the international boundary. Four exist between San Diego County and Baja California, including;

- San Ysidro–Puerta México/Ped West–El Chaparral: one of the world's busiest international land border crossings and the most traveled between the United States and Mexico
- Cross Border Xpress (CBX): a privately funded hybrid crossing facility serving as an airport access terminal for ticketed users of the Tijuana International Airport (TIJ). CBX opened in December 2015 and is the world's only airport terminal access facility located directly on an international boundary
- Otay Mesa–Mesa de Otay: main commercial gateway for international trade between California and Mexico, ranking third in trade value among the southern border land ports
- Tecate–Tecate: land POE in the San Diego region located in the rural eastern portion of San Diego County

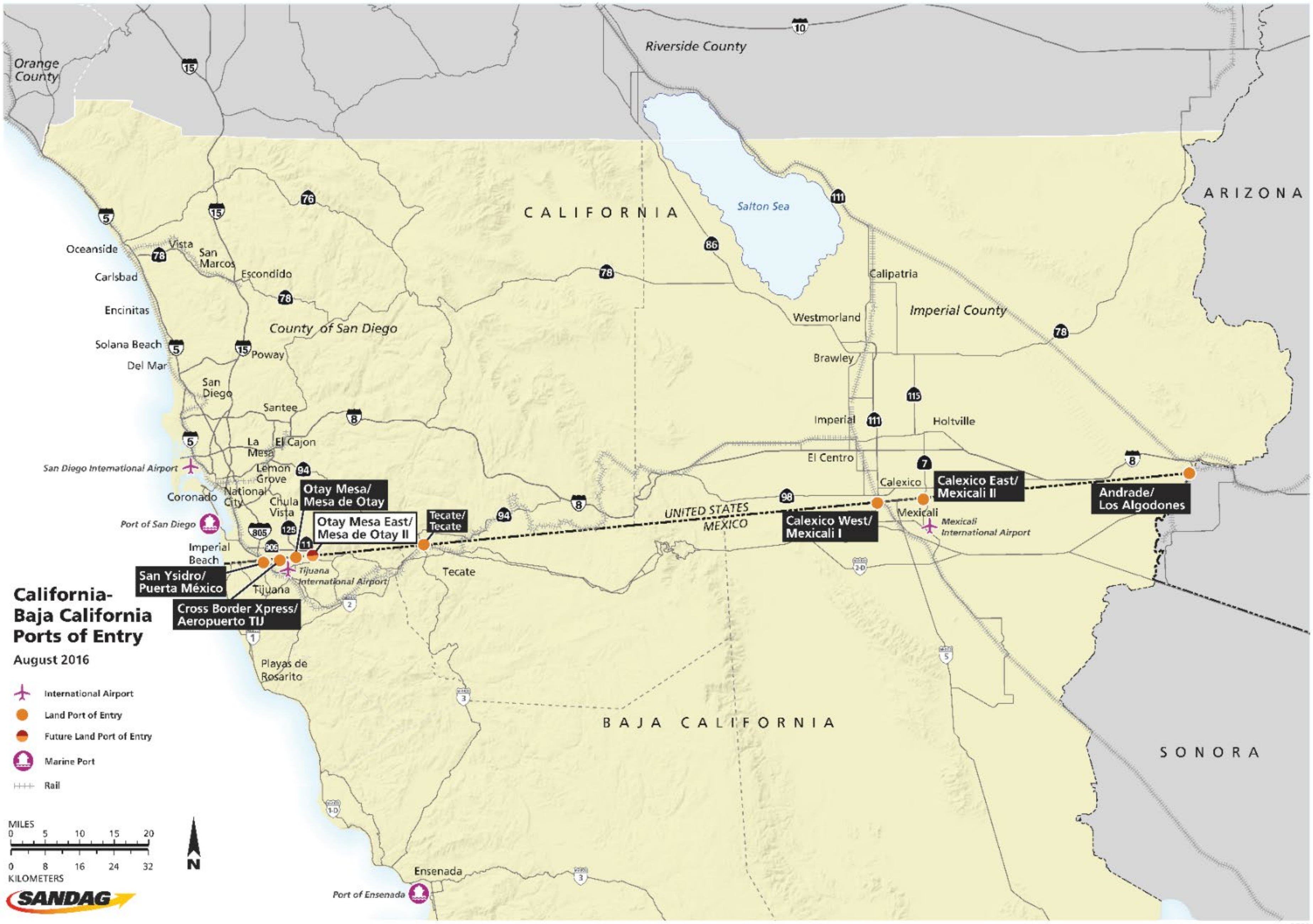
Three POEs exist between Imperial County and Baja California, including;

- Calexico West–Mexicali I: the busiest crossing for passenger cars and pedestrians between Imperial County and Baja California
- Calexico East–Mexicali II: a critical facility for commercial truck crossings between the U.S. and Mexico
- Andrade–Los Algodones: land POE in the southeastern corner of the state boundary

When opened, the future Otay Mesa East–Mesa de Otay II POE will be the eighth border crossing in the state. Final segments of the highway connecting to the future facility, State Route 11 (SR 11), are currently in construction and will provide access for passenger and commercial vehicles crossing to and from the new facility and to the state highway system.

Figure 1 shows a map of the land POEs in the region with the connecting highway and rail network, as well as major air and marine ports.

Figure 1



California-
Baja California
Ports of Entry
August 2016
International Airport
Land Port of Entry
Future Land Port of Entry
Marine Port
Rail
MILES
KILOMETERS
SANDAG
Orange County
Riverside County
CALIFORNIA
Salton Sea
ARIZONA
County of San Diego
Imperial County
BAJA CALIFORNIA
SONORA
UNITED STATES
MEXICO
Oceanside
Vista
San Marcos
Carlsbad
Escondido
Encinitas
Solana Beach
Del Mar
Poway
San Diego
Santee
La Mesa
El Cajon
Lemon Grove
National City
Chula Vista
Coronado
Imperial Beach
San Diego International Airport
Port of San Diego
San Ysidro/
Puerta México
Cross Border Xpress/
Aeropuerto TIJ
Otay Mesa/
Mesa de Otay
Otay Mesa East/
Mesa de Otay II
Tecate/
Tecate
Tijuana
Tijuana International Airport
Tecate
Playas de Rosarito
Ensenada
Port of Ensenada
Calipatria
Westmorland
Brawley
Imperial
Holtville
El Centro
Calexico
Calexico East/
Mexicali II
Calexico West/
Mexicali I
Mexicali
Mexicali International Airport
Andrade/
Los Algodones

Section 1: State-level Data and Analysis

This section discusses border crossing and trade data at the state-level with information referenced in respect to all California–Baja California POEs jointly.

1.1 Individual Crossings: California–Baja California

Analysis

Over the last two decades, total individual crossings fluctuated from a high of 94.8 million in 2000 to a low of 61.1 million in 2010. The 77.2 million crossings in 2019 represents a 26% growth since reaching the 2010 low and follows nine consecutive years of increase. In 2019, the POEs along the California–Baja California border processed 41% of all the individual crossings along the U.S.–Mexico border.

The 21.8 million pedestrian crossings in 2019 were a record high and carried the positive overall individual crossing trend in 2019, as the volume of people crossing via POV fell slightly from 2018 to 2019. The share of vehicle passenger (motorized) and pedestrian (non-motorized) border crossing trips can be used to derive a relative border crossing mode share. In 2019, mode share through the California–Baja California border was 72% motorized and 28% non-motorized. In 2019, San Diego County POEs processed 73% of all northbound individuals while Imperial County POEs processed 27%.

Data

Table 1

Northbound Individual Crossings: All California–Baja California POEs

Year	**Total Individuals** (Passengers and Pedestrians)		**POV Passengers**		**Bus Passengers**		**Pedestrians**	
	Value	% Change	Value	% Change	Value	% Change	Value	% Change
1998	91,065,759		72,113,553		1,194,702		17,757,504	
1999	94,709,782	4.0%	75,215,939	4.3%	1,215,618	1.8%	18,278,225	2.9%
2000	94,836,721	0.1%	74,569,309	-0.9%	1,670,733	37.4%	18,596,679	1.7%
2001	90,512,718	-4.6%	67,410,517	-9.6%	1,402,404	-16.1%	21,699,797	16.7%
2002	88,622,019	-2.1%	68,180,103	1.1%	1,813,716	29.3%	18,628,200	-14.2%
2003	90,527,923	2.2%	70,757,903	3.8%	1,576,737	-13.1%	18,193,283	-2.3%
2004	85,906,401	-5.1%	66,393,907	-6.2%	1,315,400	-16.6%	18,197,094	0.0%
2005	84,282,843	-1.9%	66,531,176	0.2%	1,289,332	-2.0%	16,462,335	-9.5%
2006	82,288,753	-2.4%	65,345,181	-1.8%	1,425,872	10.6%	15,517,700	-5.7%
2007	75,775,313	-7.9%	57,991,451	-11.3%	1,230,642	-13.7%	16,553,220	6.7%
2008	69,315,023	-8.5%	53,228,320	-8.2%	1,022,271	-16.9%	15,064,432	-9.0%
2009	63,680,424	-8.1%	48,911,130	-8.1%	644,907	-36.9%	14,124,387	-6.2%
2010	61,105,484	-4.0%	45,611,407	-6.7%	753,801	16.9%	14,740,276	4.4%
2011	61,153,960	0.1%	43,567,956	-4.5%	726,541	-3.6%	16,859,463	14.4%
2012	63,078,102	3.1%	44,095,817	1.2%	841,614	15.8%	18,140,671	7.6%
2013	64,610,249	2.4%	46,084,882	4.5%	796,173	-5.4%	17,729,194	-2.3%
2014	67,884,191	5.1%	49,326,532	7.0%	794,812	-0.2%	17,762,847	0.2%
2015	72,394,908	6.6%	55,073,678	11.7%	705,802	-11.2%	16,615,428	-6.5%
2016	73,567,809	1.6%	55,480,036	0.7%	417,241	-40.9%	17,670,532	6.4%
2017	74,659,033	1.5%	55,651,403	0.3%	224,578	-46.2%	18,783,052	6.3%
2018	76,984,646	3.1%	56,653,848	1.8%	200,103	-10.9%	20,130,695	7.2%
2019	77,208,329	0.3%	55,218,406	-2.5%	169,118	-15.5%	21,820,805	8.4%

Source: U.S. DOT, Bureau of Transportation Statistics, Border Crossing/Entry Data
Note: Pedestrian crossings through CBX are included since 2016 as that was the first full year of operation.

1.2 Vehicle Crossings: California–Baja California

Analysis

Over the last two decades, total vehicle crossings have fluctuated from a high of 36.4 million in 2005 to a low of 25.9 million in 2011. The 32.8 million total vehicles crossing northbound in 2019 was 5% higher than the historical average. In 2019, the POEs along the California–Baja California border processed 41% of all the vehicle crossings along the U.S.–Mexico border.

The 1.4 million truck crossings in 2019 were a record high and came after six years of consecutive increase. Since 1998, truck crossings have shown annual decreases only four times, and never consecutively, highlighting the resilience of the U.S.–Mexico crossborder economy and ability to quickly recover after recession and market shifts.

About four of every ten POVs crossing into the U.S. from Mexico in 2019 crossed through California. As another comparison, the 31.4 million POVs that crossed northbound in 2019 was nearly 20% higher than the estimated total number of automobiles registered in California.[1] In 2019, San Diego County POEs processed 72% of all northbound vehicles while Imperial County POEs processed 28%.

Data

Table 2

Northbound Vehicle Crossings: All California–Baja California POEs

Year	Total Vehicles (POVs, Buses and Trucks)		POVs		Buses		Trucks	
	Value	% Change	Value	% Change	Value	% Change	Value	% Change
1998	30,127,704		29,124,779		137,358		865,567	
1999	31,742,703	5.4%	30,616,346	5.1%	156,660	14.1%	969,697	12.0%
2000	32,331,361	1.9%	31,148,705	1.7%	151,110	-3.5%	1,031,546	6.4%
2001	31,351,494	-3.0%	30,160,277	-3.2%	163,402	8.1%	1,027,815	-0.4%
2002	33,178,789	5.8%	31,945,973	5.9%	165,405	1.2%	1,067,411	3.9%
2003	33,880,215	2.1%	32,674,582	2.3%	185,725	12.3%	1,019,908	-4.5%
2004	35,817,543	5.7%	34,553,627	5.8%	153,158	-17.5%	1,110,758	8.9%
2005	36,416,937	1.7%	35,146,154	1.7%	147,999	-3.4%	1,122,784	1.1%
2006	35,566,088	-2.3%	34,285,607	-2.4%	148,998	0.7%	1,131,483	0.8%
2007	32,184,725	-9.5%	30,897,447	-9.9%	147,367	-1.1%	1,139,911	0.7%
2008	29,625,967	-8.0%	28,308,158	-8.4%	138,855	-5.8%	1,178,954	3.4%
2009	27,672,773	-6.6%	26,536,413	-6.3%	109,718	-21.0%	1,026,642	-12.9%
2010	26,455,621	-4.4%	25,259,609	-4.8%	107,305	-2.2%	1,088,707	6.0%
2011	25,888,005	-2.1%	24,678,930	-2.3%	98,924	-7.8%	1,110,151	2.0%
2012	26,358,031	1.8%	25,104,487	1.7%	108,667	9.8%	1,144,877	3.1%
2013	27,281,890	3.5%	26,033,552	3.7%	105,000	-3.4%	1,143,338	-0.1%
2014	28,882,351	5.9%	27,593,261	6.0%	101,415	-3.4%	1,187,675	3.9%
2015	32,029,017	10.9%	30,716,636	11.3%	93,236	-8.1%	1,219,145	2.6%
2016	32,435,596	1.3%	31,058,172	1.1%	72,092	-22.7%	1,305,332	7.1%
2017	33,392,707	3.0%	31,975,414	3.0%	67,718	-6.1%	1,349,575	3.4%
2018	33,463,800	0.2%	31,999,173	0.1%	64,193	-5.2%	1,400,434	3.8%
2019	32,803,580	-2.0%	31,353,133	-2.0%	47,559	-25.9%	1,402,888	0.2%

Source: U.S. DOT, Bureau of Transportation Statistics, Border Crossing/Entry Data

1 California Department of Motor Vehicles Forecasting Unit – Estimated Vehicles Registered by County (2019)

1.3 Bilateral Trade via Truck: California–Baja California

Analysis

U.S.–Mexico trade represents a critical part of the local, state, and national economy. In 2019, Mexico ranked as the top overall trade partner with the U.S. for the first time on record and ranked as either the largest or second-largest export market for 26 U.S. states, including California.[2]

Between California and Baja California, the three primary commercial port facilities are Otay Mesa–Mesa de Otay, Tecate–Tecate, and Calexico East–Mexicali II. These POEs facilitated about 11% of all of U.S. exports to Mexico and about 13% of all U.S. imports from Mexico in 2019.[3]

The $65.9 billion of trade in 2019 was the highest on record and came after three consecutive years of increase. In line with the trend seen in the number of truck crossings, the value of trade has shown annual decreases only four times that were never consecutive. Growth in the value of imports carried the overall positive bilateral trade trend, as exports fell slightly between 2018 and 2019. In 2019, San Diego County POEs processed 73% of all trade via truck while Imperial County POEs processed 27%.

Data

Table 3

Bilateral Trade via Truck: All California–Baja California POEs

Year	Total Trade		Exports		Imports	
	Value	% Change	Value	% Change	Value	% Change
1998	$21,641,314,295		$9,069,422,677		$12,571,891,618	
1999	$24,244,620,869	12.0%	$9,998,942,004	10.2%	$14,245,678,865	13.3%
2000	$27,917,960,959	15.2%	$11,981,050,748	19.8%	$15,936,910,211	11.9%
2001	$27,442,338,700	-1.7%	$11,683,932,058	-2.5%	$15,758,406,642	-1.1%
2002	$29,598,685,267	7.9%	$12,536,480,245	7.3%	$17,062,205,022	8.3%
2003	$29,366,346,382	-0.8%	$12,374,520,883	-1.3%	$16,991,825,499	-0.4%
2004	$32,830,991,613	11.8%	$13,431,977,722	8.5%	$19,399,013,891	14.2%
2005	$35,987,543,536	9.6%	$14,226,739,807	5.9%	$21,760,803,729	12.2%
2006	$41,095,732,183	14.2%	$15,189,454,907	6.8%	$25,906,277,276	19.1%
2007	$43,341,727,116	5.5%	$15,003,987,308	-1.2%	$28,337,739,808	9.4%
2008	$43,710,108,366	0.8%	$15,592,752,939	3.9%	$28,117,355,427	-0.8%
2009	$37,409,320,440	-14.4%	$12,986,444,853	-16.7%	$24,422,875,587	-13.1%
2010	$41,813,180,514	11.8%	$15,097,672,836	16.3%	$26,715,507,678	9.4%
2011	$45,100,478,091	7.9%	$16,964,150,519	12.4%	$28,136,327,572	5.3%
2012	$47,726,364,639	5.8%	$17,985,191,612	6.0%	$29,741,173,027	5.7%
2013	$49,490,362,137	3.7%	$18,810,894,091	4.6%	$30,679,468,046	3.2%
2014	$53,806,575,424	8.7%	$20,253,985,125	7.7%	$33,552,590,299	9.4%
2015	$59,325,737,399	10.3%	$21,116,370,913	4.3%	$38,209,366,486	13.9%
2016	$58,234,573,873	-1.8%	$21,427,437,489	1.5%	$36,807,136,384	-3.7%
2017	$59,420,865,289	2.0%	$21,982,855,492	2.6%	$37,438,009,797	1.7%
2018	$64,525,811,234	8.6%	$24,395,260,044	11.0%	$40,130,551,190	7.2%
2019	$65,860,629,080	2.1%	$23,737,935,134	-2.7%	$42,122,693,946	5.0%

Source: U.S. DOT, Bureau of Transportation Statistics, Border Crossing/Entry Data

Note: Figures are nominal and not adjusted for inflation.

2 U.S. Census Bureau, USA Trade – Top Trade Partners (2019)

3 Measured by dollar value (USD)

1.4 Bilateral Trade via Rail: California–Baja California

Analysis

Rail lines serve the San Ysidro–Puerta México/Ped West–El Chaparral, Tecate–Tecate, and Calexico West–Mexicali I POEs, although customs documentation is occasionally reported for rail trade at Otay Mesa–Mesa de Otay and the Calexico East–Mexicali II POEs as well. Although trade via rail accounts for less than 1% of all trade through the California–Baja California border, rehabilitation efforts are being pursued to increase the use of rail lines for crossborder trade in the region.[4]

Annual totals for the value of rail trade in the region is highly variable, ranging from a high of $607 million in 2012 and a low of $99 million in 1998. The 2019 total was 5% below the 22-year historical average.

In 2019, San Diego County POEs processed 30% of all trade via rail while Imperial County POEs processed 70%.

Data

Table 4
Bilateral Trade via Rail: All California–Baja California POEs

Year	Total Trade		Exports		Imports	
	Value	% Change	Value	% Change	Value	% Change
1998	$99,846,618		$80,259,583		$19,587,035	
1999	$135,584,463	35.8%	$100,611,617	25.4%	$34,972,846	78.6%
2000	$148,132,144	9.3%	$124,277,471	23.5%	$23,854,673	-31.8%
2001	$212,323,146	43.3%	$198,414,438	59.7%	$13,908,708	-41.7%
2002	$193,036,547	-9.1%	$183,411,064	-7.6%	$9,625,483	-30.8%
2003	$158,405,028	-17.9%	$142,284,972	-22.4%	$16,120,056	67.5%
2004	$302,945,843	91.2%	$283,270,062	99.1%	$19,675,781	22.1%
2005	$324,508,015	7.1%	$285,199,084	0.7%	$39,308,931	99.8%
2006	$346,833,983	6.9%	$311,231,362	9.1%	$35,602,621	-9.4%
2007	$514,404,144	48.3%	$408,967,597	31.4%	$105,436,547	196.1%
2008	$531,178,608	3.3%	$456,880,500	11.7%	$74,298,108	-29.5%
2009	$299,823,471	-43.6%	$284,744,526	-37.7%	$15,078,945	-79.7%
2010	$420,637,000	40.3%	$398,011,879	39.8%	$22,625,121	50.0%
2011	$561,350,003	33.5%	$525,010,977	31.9%	$36,339,026	60.6%
2012	$607,091,660	8.1%	$571,477,925	8.9%	$35,613,735	-2.0%
2013	$430,314,855	-29.1%	$400,251,784	-30.0%	$30,063,071	-15.6%
2014	$427,108,811	-0.7%	$395,543,401	-1.2%	$31,565,410	5.0%
2015	$297,206,583	-30.4%	$273,159,271	-30.9%	$24,047,312	-23.8%
2016	$348,954,603	17.4%	$337,536,480	23.6%	$11,418,123	-52.5%
2017	$330,824,086	-5.2%	$322,104,884	-4.6%	$8,719,202	-23.6%
2018	$336,192,481	1.6%	$318,511,949	-1.1%	$17,680,532	102.8%
2019	$317,591,233	-5.5%	$290,119,509	-8.9%	$27,471,724	55.4%

Source: U.S. DOT, Bureau of Transportation Statistics, Border Crossing/Entry Data
Note: Figures are nominal and not adjusted for inflation.
Includes rail trade through Tecate–Tecate, although the value is historically less than 1% of the overall state total.

4 SDMTS.com, San Diego Metropolitan Transit System (MTS)

Section 2: POE-level Data and Analysis

This section discusses border crossing and trade data at the POE level with information presented for each individual port of entry and listed from west to east.

2.1 San Ysidro–Puerta México/Ped West–El Chaparral Port of Entry

2.1.1 Individual Crossings: San Ysidro–Puerta México/Ped West–El Chaparral

Analysis

The San Ysidro–Puerta México/Ped West–El Chaparral POE has undergone various phases of construction since 2010, and the U.S. General Services Administration (GSA) completed the final phases of the modernization project in 2019.[5] New pedestrian facilities were also constructed at El Chaparral and Puerta México in Mexico.

The POE has continued to be the most transited land border crossing in the U.S. One of every five individual crossings between the U.S.–Mexico border occurred at this facility in 2019—40% more than the states of Arizona and New Mexico combined.

The pedestrian total in 2019 was 34% higher than the historical average compared to POV passengers, which was 7% lower. In 2019 mode share through this POE is estimated at 71% motorized and 29% non-motorized.

Data

Table 5

Northbound Individual Crossings: San Ysidro–Puerta México/Ped West–El Chaparral

Year	Total Individuals (Passengers and Pedestrians)		POV Passengers		Bus Passengers		Pedestrians	
	Value	% Change	Value	% Change	Value	% Change	Value	% Change
1998	39,644,307	-	31,844,311	-	890,614	-	6,909,382	-
1999	42,005,306	6.0%	33,593,034	5.5%	854,098	-4.1%	7,558,174	9.4%
2000	39,351,555	-6.3%	31,025,343	-7.6%	783,762	-8.2%	7,542,450	-0.2%
2001	45,336,547	15.2%	33,003,554	6.4%	897,047	14.5%	11,435,946	51.6%
2002	45,274,997	-0.1%	36,171,884	9.6%	1,199,630	33.7%	7,903,483	-30.9%
2003	48,727,602	7.6%	39,180,519	8.3%	1,244,973	3.8%	8,302,110	5.0%
2004	43,872,934	-10.0%	33,382,991	-14.8%	1,032,343	-17.1%	9,457,600	13.9%
2005	41,417,164	-5.6%	32,265,477	-3.3%	995,337	-3.6%	8,156,350	-13.8%
2006	40,740,621	-1.6%	31,868,563	-1.2%	1,060,444	6.5%	7,811,614	-4.2%
2007	37,022,194	-9.1%	28,390,175	-10.9%	875,450	-17.4%	7,756,569	-0.7%
2008	33,310,098	-10.0%	25,319,449	-10.8%	700,787	-20.0%	7,289,862	-6.0%
2009	30,576,138	-8.2%	23,934,882	-5.5%	453,130	-35.3%	6,188,126	-15.1%
2010	30,590,858	0.0%	23,600,605	-1.4%	550,301	21.4%	6,439,952	4.1%
2011	30,444,678	-0.5%	21,522,906	-8.8%	467,381	-15.1%	8,454,391	31.3%
2012	28,662,981	-5.9%	19,944,913	-7.3%	583,589	24.9%	8,134,479	-3.8%
2013	28,136,014	-1.8%	19,887,054	-0.3%	507,750	-13.0%	7,741,210	-4.8%
2014	29,532,518	5.0%	21,116,089	6.2%	491,058	-3.3%	7,925,371	2.4%
2015	33,142,128	12.2%	25,646,073	21.5%	440,033	-10.4%	7,056,022	-11.0%
2016	31,638,430	-4.5%	24,014,192	-6.4%	241,875	-45.0%	7,382,363	4.6%
2017	32,172,213	1.7%	23,831,138	-0.8%	61,822	-74.4%	8,279,253	12.1%
2018	34,671,379	7.8%	25,182,134	5.7%	53,634	-13.2%	9,435,611	14.0%
2019	36,724,706	5.9%	25,845,348	2.6%	79,960	49.1%	10,799,398	14.5%

Source: U.S. DOT, Bureau of Transportation Statistics, Border Crossing/Entry Data

5 GSA.gov (U.S. General Services Administration, Region 9)

2.1.2 Vehicle Crossings: San Ysidro–Puerta México/Ped West–El Chaparral

Analysis

In 2019, the San Ysidro–Puerta México/Ped West–El Chaparral POE processed one of every five POVs that crossed into the U.S. from Mexico. For comparison, the 13.7 million POV crossings in 2019 is only 7% less than the California Department of Motor Vehicles' estimate of registered automobiles in Southern California.[6]

In addition to the added POV lanes introduced as part of the GSA modernization project at this POE, Mexico's Secretariat of Communications and Infrastructure (SCT) and Baja California's Secretariat of Urban Development and Territorial Reorganization (SIDURT) have plans to expand space for vehicle lanes on the Mexican side as well as a proposal for a new west–east highway connecting urban areas of Tijuana, the border crossing, and the Tijuana International Airport (TIJ).[7]

Bus crossings have decreased significantly over the last two decades—in line with the general trend seen at all California–Baja California POEs—but showed a 19% annual increase between 2018 and 2019.

Data

Table 6

Northbound Vehicle Crossings: San Ysidro–Puerta México/Ped West–El Chaparral

Year	Total Vehicles (POVs and Buses)		POVs		Buses	
	Value	% Change	Value	% Change	Value	% Change
1998	14,582,249	-	14,474,686	-	107,563	-
1999	15,377,586	5.5%	15,269,561	5.5%	108,025	0.4%
2000	15,338,672	-0.3%	15,237,428	-0.2%	101,244	-6.3%
2001	15,104,243	-1.5%	15,001,616	-1.5%	102,627	1.4%
2002	16,538,808	9.5%	16,441,766	9.6%	97,042	-5.4%
2003	17,519,301	5.9%	17,408,481	5.9%	110,820	14.2%
2004	17,730,976	1.2%	17,621,030	1.2%	109,946	-0.8%
2005	17,314,036	-2.4%	17,208,106	-2.3%	105,930	-3.7%
2006	17,235,795	-0.5%	17,135,163	-0.4%	100,632	-5.0%
2007	15,793,988	-8.4%	15,696,262	-8.4%	97,726	-2.9%
2008	13,760,116	-12.9%	13,672,329	-12.9%	87,787	-10.2%
2009	13,427,337	-2.4%	13,354,887	-2.3%	72,450	-17.5%
2010	13,418,912	-0.1%	13,348,364	0.0%	70,548	-2.6%
2011	12,433,956	-7.3%	12,373,011	-7.3%	60,945	-13.6%
2012	11,550,145	-7.1%	11,481,951	-7.2%	68,194	11.9%
2013	11,407,139	-1.2%	11,346,966	-1.2%	60,173	-11.8%
2014	12,003,231	5.2%	11,946,060	5.3%	57,171	-5.0%
2015	14,486,945	20.7%	14,435,252	20.8%	51,693	-9.6%
2016	13,738,182	-5.2%	13,701,967	-5.1%	36,215	-29.9%
2017	13,811,357	0.5%	13,777,990	0.6%	33,367	-7.9%
2018	14,537,364	5.3%	14,505,306	5.3%	32,058	-3.9%
2019	15,017,463	3.3%	14,979,363	3.3%	38,100	18.8%

Source: U.S. DOT, Bureau of Transportation Statistics, Border Crossing/Entry Data

6 California Department of Motor Vehicles Forecasting Unit – Estimated Vehicles Registered by County (2019). Includes the counties of San Diego, Imperial, Orange, Riverside, Los Angeles, San Bernardino, and Ventura.

7 Secretariat of Urban Development and Territorial Reorganization (SIDURT)

2.1.3 Bilateral Trade via Rail: San Ysidro–Puerta México/Ped West–El Chaparral

Analysis

As noted previously, trade via rail historically has accounted for less than 1% of the total bilateral trade between California and Baja California – with the San Ysidro–Puerta México/Ped West–El Chaparral POE processing 30% of the rail total across the state in 2019.

This facility has facilitated as much as $264 million and as little as $43 million. The 2019 total is about 29% less than the historical average through this POE.

Data

Table 7

Bilateral Trade Value via Rail: San Ysidro–Puerta México/Ped West–El Chaparral

Year	Total Trade		Exports		Imports	
	Value	% Change	Value	% Change	Value	% Change
1998	$43,398,623	-	$43,096,821	-	$301,802	-
1999	$61,628,528	8.4%	$60,450,466	40.3%	$1,178,062	290.3%
2000	$65,980,901	7.1%	$64,941,077	7.4%	$1,039,824	-11.7%
2001	$71,551,437	8.4%	$71,335,135	9.8%	$216,302	-79.2%
2002	$65,541,805	-8.4%	$65,299,988	-8.5%	$241,817	11.8%
2003	$68,407,265	4.4%	$68,033,554	4.2%	$373,711	54.5%
2004	$135,859,906	98.6%	$135,705,761	99.5%	$154,145	-58.8%
2005	$162,978,657	20.0%	$161,339,532	18.9%	$1,639,125	963.4%
2006	$175,858,450	7.9%	$175,489,616	8.8%	$368,834	-77.5%
2007	$217,230,963	23.5%	$216,869,666	23.6%	$361,297	-2.0%
2008	$249,879,073	15.0%	$249,484,628	15.0%	$394,445	9.2%
2009	$146,346,117	-41.4%	$146,314,768	-41.4%	$31,349	-92.1%
2010	$189,099,275	29.2%	$189,041,649	29.2%	$57,626	83.8%
2011	$161,039,009	-14.8%	$161,039,009	-14.8%	$0	-100.0%
2012	$264,169,368	64.0%	$264,155,868	64.0%	$13,500	100.0%
2013	$200,358,764	-24.2%	$200,354,878	-24.2%	$3,886	-71.2%
2014	$150,509,445	-24.9%	$150,375,217	-24.9%	$134,228	3354.1%
2015	$88,337,029	-41.3%	$88,337,029	-41.3%	$0	-100.0%
2016	$150,644,223	70.5%	$150,644,223	70.5%	$0	0.0%
2017	$101,974,861	-32.3%	$101,974,861	-32.3%	$0	0.0%
2018	$91,194,158	-10.6%	$91,194,158	-10.6%	$0	0.0%
2019	$95,892,937	5.2%	$95,892,937	5.2%	$0	0.0%

Source: U.S. DOT, Bureau of Transportation Statistics, Border Crossing/Entry Data

Note: Figures are nominal and not adjusted for inflation.

2.2 Cross Border Xpress (CBX)

2.2.1 Individual Crossings: CBX

Analysis

CBX is a privately funded crossing facility and serves as an airport access terminal for ticketed users of TIJ. CBX opened in December 2015 and became the world's first airport terminal facility located directly on an international boundary.

Since its first full year of operation in 2016, CBX has seen significant growth as the facility gains more popularity among those seeking convenient access to air travel via TIJ and a direct connection to the U.S. and has since catalyzed recent expansion of TIJ passenger terminals and amenities.

The 1.6 million northbound crossings in 2019 accounted for over 3% of all the pedestrian crossings across the U.S.–Mexico border and 7% of the pedestrians crossing the California–Baja California border.

Data

Table 8

Individual Crossings: CBX

Year	**Total Individuals** (Northbound and Southbound)		**Total Northbound Crossers**		**Total Northbound Crossers**	
	Value	% Change	Value	% Change	Value	% Change
2015	-	-	-	-	-	-
2016	1,359,456	-	751,565	-	607,891	-
2017	1,922,010	41.4%	1,066,628	41.9%	855,382	40.7%
2018	2,261,536	17.7%	1,249,411	17.1%	1,012,125	18.3%
2019	2,897,903	28.1%	1,578,628	26.3%	1,319,275	30.3%

Source: Cross Border Xpress

2.3 Otay Mesa–Mesa de Otay

2.3.1 Individual Crossings: Otay Mesa–Mesa de Otay

Analysis

Prior to the current improvement effort announced by GSA, the Otay Mesa–Mesa de Otay POE had been operating with inadequate processing capacity for personal and commercial trips. Once completed in 2023, additional pedestrian lanes and improved truck processing facilities will be introduced.[8] On the Mexican side, the City of Tijuana has plans to improve circulation for POV lanes at the POE.[9]

In 2019, this POE processed 8% of all individual crossings through the U.S.–Mexico border and 19% of all crossings between California and Baja California.

The 3.6 million pedestrians in 2019 was a record high and 65% above the historical average—compared to the 11.4 million POV passengers, which was only 9% higher.

Mode share through this POE was 76% motorized and 24% non-motorized in 2019.

Data

Table 9

Northbound Individual Crossings: Otay Mesa–Mesa de Otay

Year	Total Individuals (Passengers and Pedestrians)		POV Passengers		Bus Passengers		Pedestrians	
	Value	% Change	Value	% Change	Value	% Change	Value	% Change
1998	10,373,371	-	9,518,925	-	235,288	-	619,158	-
1999	10,852,444	4.6%	9,856,055	3.5%	312,342	32.7%	684,047	10.5%
2000	12,154,029	12.0%	10,659,498	8.2%	845,775	170.8%	648,756	-5.2%
2001	9,865,998	-15.6%	8,405,047	-21.1%	457,980	-45.9%	1,002,971	54.6%
2002	11,339,951	14.9%	9,109,341	8.4%	546,493	19.3%	1,684,117	67.9%
2003	12,790,033	12.8%	11,019,106	21.0%	303,756	-44.4%	1,467,171	-12.9%
2004	13,611,857	6.4%	11,840,769	7.5%	251,461	-17.2%	1,519,627	3.6%
2005	14,143,415	3.9%	12,395,605	4.7%	251,614	0.1%	1,496,196	-1.5%
2006	12,541,581	-11.3%	10,843,585	-12.5%	312,862	24.3%	1,385,134	-7.4%
2007	10,364,123	-17.4%	8,656,559	-20.2%	296,637	-5.2%	1,410,927	1.9%
2008	10,454,205	0.9%	8,473,725	-2.1%	240,026	-19.1%	1,740,454	23.4%
2009	10,212,849	-2.3%	8,085,681	-4.6%	147,186	-38.7%	1,979,982	13.8%
2010	9,449,719	-7.5%	7,051,569	-12.8%	147,129	0.0%	2,251,021	13.7%
2011	10,147,742	7.4%	7,502,114	6.4%	167,219	13.7%	2,478,409	10.1%
2012	12,667,065	24.8%	9,297,601	23.9%	163,672	-2.1%	3,205,792	29.3%
2013	14,357,197	13.3%	10,884,910	17.1%	182,509	11.5%	3,289,778	2.6%
2014	15,643,173	9.0%	12,040,318	10.6%	186,898	2.4%	3,415,957	3.8%
2015	15,775,485	0.8%	12,225,410	1.5%	138,590	-25.8%	3,411,485	-0.1%
2016	17,145,186	8.7%	13,583,328	11.1%	57,058	-58.8%	3,504,800	2.7%
2017	17,008,665	-0.8%	13,600,059	0.1%	47,117	-17.4%	3,361,489	-4.1%
2018	16,751,765	-1.5%	13,318,027	-2.1%	42,389	-10.0%	3,391,349	0.9%
2019	14,950,350	-10.8%	11,372,048	-14.6%	11,031	-74.0%	3,567,271	5.2%

Source: U.S. DOT, Bureau of Transportation Statistics, Border Crossing/Entry Data

8 GSA.gov (U.S. General Services Administration, Region 9)

9 tijuana.gob.mx, Dirección de Infraestructura Urbana Municipal

2.3.2 Vehicle Crossings: Otay Mesa–Mesa de Otay

Analysis

While the Otay Mesa–Mesa de Otay POE is known as being the primary commercial truck facility in the region and the second-busiest along the U.S.–Mexico border, it also processed 21% of all the POV crossings between California and Baja California in 2019.

Despite a year-over-year decrease for POVs and trucks from 2018 to 2019, the annual totals in each category were still 18% and 23% above their historical averages, respectively.

In 2019, one in every ten northbound trucks through the U.S.–Mexico border crossed at this POE.

Data

Table 10

Northbound Vehicle Crossings: Otay Mesa–Mesa de Otay

Year	Total Vehicles (POVs, Buses and Trucks)		POVs		Buses		Trucks	
	Value	% Change	Value	% Change	Value	% Change	Value	% Change
1998	4,960,148	-	4,326,786	-	26,978	-	606,384	-
1999	5,172,755	4.3%	4,480,026	3.5%	46,142	71.0%	646,587	6.6%
2000	5,581,371	7.9%	4,845,348	8.2%	47,683	3.3%	688,340	6.5%
2001	4,723,242	-15.4%	3,956,842	-18.3%	57,954	21.5%	708,446	2.9%
2002	4,937,375	4.5%	4,140,610	4.6%	65,474	13.0%	731,291	3.2%
2003	5,682,800	15.1%	4,912,899	18.7%	72,749	11.1%	697,152	-4.7%
2004	6,960,764	22.5%	6,193,568	26.1%	41,032	-43.6%	726,164	4.2%
2005	7,442,450	6.9%	6,672,994	7.7%	39,203	-4.5%	730,253	0.6%
2006	6,456,059	-13.3%	5,661,794	-15.2%	44,793	14.3%	749,472	2.6%
2007	5,402,331	-16.3%	4,616,308	-18.5%	47,258	5.5%	738,765	-1.4%
2008	5,575,413	3.2%	4,750,683	2.9%	47,758	1.1%	776,972	5.2%
2009	4,825,296	-13.5%	4,106,276	-13.6%	34,595	-27.6%	684,425	-11.9%
2010	4,697,271	-2.7%	3,933,036	-4.2%	34,630	0.1%	729,605	6.6%
2011	4,993,236	6.3%	4,213,804	7.1%	34,503	-0.4%	744,929	2.1%
2012	6,162,938	23.4%	5,346,210	26.9%	37,799	9.6%	778,929	4.6%
2013	7,047,331	14.4%	6,235,300	16.6%	42,145	11.5%	769,886	-1.2%
2014	7,761,634	10.1%	6,910,219	10.8%	41,222	-2.2%	810,193	5.2%
2015	7,801,356	0.5%	6,933,472	0.3%	38,303	-7.1%	829,581	2.4%
2016	8,654,477	10.9%	7,722,264	11.4%	32,877	-14.2%	899,336	8.4%
2017	9,270,557	7.1%	8,309,476	7.6%	31,467	-4.3%	929,614	3.4%
2018	8,700,324	-6.2%	7,708,214	-7.2%	29,533	-6.1%	962,577	3.5%
2019	7,540,578	-13.3%	6,584,442	-14.6%	7,506	-74.6%	948,630	-1.4%

Source: U.S. DOT, Bureau of Transportation Statistics, Border Crossing/Entry Data

2.3.3 Bilateral Trade via Truck: Otay Mesa–Mesa de Otay

Analysis

The interconnectedness of the binational economy has increased dependence on crossborder supply chains, and by extension, the POEs themselves. The value of trade moved via truck through the Otay Mesa–Mesa de Otay POE accounted for over 8% of all California international trade in 2019—highlighting the importance of this facility to the local, state, and national economy.[10]

Despite the slight decrease in the volume of trucks in 2019, the value of trade carried by those trucks increased. The $47.4 billion total was a record high and 56% above the historical average.

Data

Table 11

Bilateral Trade Value via Truck: Otay Mesa–Mesa de Otay

Year	Total Trade		Exports		Imports	
	Value	% Change	Value	% Change	Value	% Change
1998	$14,645,671,987	-	$5,927,772,131	-	$8,717,899,856	-
1999	$15,583,562,817	6.4%	$6,134,728,067	3.5%	$9,448,834,750	8.4%
2000	$18,759,879,210	20.4%	$8,110,052,031	32.2%	$10,649,827,179	12.7%
2001	$19,384,772,659	3.3%	$8,225,985,115	1.4%	$11,158,787,544	4.8%
2002	$20,367,624,663	5.1%	$8,549,456,838	3.9%	$11,818,167,825	5.9%
2003	$19,660,723,948	-3.5%	$8,260,389,400	-3.4%	$11,400,334,548	-3.5%
2004	$22,171,883,070	12.8%	$8,917,456,915	8.0%	$13,254,426,155	16.3%
2005	$24,400,618,960	10.1%	$9,269,520,520	3.9%	$15,131,098,440	14.2%
2006	$28,597,443,478	17.2%	$9,937,653,489	7.2%	$18,659,789,989	23.3%
2007	$30,696,517,719	7.3%	$9,939,099,890	0.0%	$20,757,417,829	11.2%
2008	$31,723,564,193	3.3%	$10,499,853,431	5.6%	$21,223,710,762	2.2%
2009	$28,212,893,515	-11.1%	$9,040,450,491	-13.9%	$19,172,443,024	-9.7%
2010	$30,745,984,194	9.0%	$10,062,454,134	11.3%	$20,683,530,060	7.9%
2011	$32,809,817,775	6.7%	$11,126,257,314	10.6%	$21,683,560,461	4.8%
2012	$34,505,059,942	5.2%	$12,081,681,516	8.6%	$22,423,378,426	3.4%
2013	$35,749,964,810	3.6%	$12,815,561,018	6.1%	$22,934,403,792	2.3%
2014	$38,839,226,951	8.6%	$13,948,839,299	8.8%	$24,890,387,652	8.5%
2015	$42,337,010,215	9.0%	$14,209,637,521	1.9%	$28,127,372,694	13.0%
2016	$41,776,831,078	-1.3%	$14,824,100,596	4.3%	$26,952,730,482	-4.2%
2017	$42,761,463,784	2.4%	$15,286,452,731	3.1%	$27,475,011,053	1.9%
2018	$46,703,191,591	9.2%	$17,237,613,258	12.8%	$29,465,578,333	7.2%
2019	$47,367,611,567	1.4%	$16,644,669,819	-3.4%	$30,722,941,748	4.3%

Source: *U.S. DOT, Bureau of Transportation Statistics, Border Crossing/Entry Data*

Note: *Figures are nominal and not adjusted for inflation.*

[10] U.S. Census Bureau, Foreign Trade Statistics

2.4 Tecate–Tecate

2.4.1 Individual Crossings: Tecate–Tecate

Analysis

As a smaller facility located along the border between a rural part of eastern San Diego County and the municipality of Tecate in Baja California, crossings through this POE typically fluctuate less. In 2019, nearly 4% of all northbound individual crossings between California and Baja California used this POE.

The 927,472 pedestrian crossings in 2019 was a new record high and 68% above the historical average, compared to the 1.9 million POV passenger crossing total, which was 7% below.

Mode share through this POE is estimated at 68% motorized and 32% non-motorized in 2019.

Data

Table 12

Northbound Individual Crossings: Tecate–Tecate

Year	**Total Individuals** (Passengers and Pedestrians)		**POV Passengers**		**Bus Passengers**		**Pedestrians**	
	Value	% Change	Value	% Change	Value	% Change	Value	% Change
1998	3,226,908	-	2,969,038	-	6,642	-	251,228	-
1999	3,302,561	2.3%	3,004,472	1.2%	10,593	59.5%	287,496	14.4%
2000	3,680,416	11.4%	3,380,697	12.5%	11,563	9.2%	288,156	0.2%
2001	2,530,194	-31.3%	2,161,911	-36.1%	9,118	-21.1%	359,165	24.6%
2002	2,806,133	10.9%	2,357,883	9.1%	8,730	-4.3%	439,520	22.4%
2003	3,232,509	15.2%	2,780,878	17.9%	6,707	-23.2%	444,924	1.2%
2004	2,964,291	-8.3%	2,535,024	-8.8%	5,910	-11.9%	423,357	-4.8%
2005	2,534,347	-14.5%	2,056,234	-18.9%	7,067	19.6%	471,046	11.3%
2006	2,386,375	-5.8%	1,829,678	-11.0%	6,713	-5.0%	549,984	16.8%
2007	2,383,017	-0.1%	1,830,661	0.1%	5,066	-24.5%	547,290	-0.5%
2008	2,390,584	0.3%	1,876,615	2.5%	5,933	17.1%	508,036	-7.2%
2009	2,153,310	-9.9%	1,649,796	-12.1%	3,805	-35.9%	499,709	-1.6%
2010	2,051,126	-4.7%	1,538,999	-6.7%	4,187	10.0%	507,940	1.6%
2011	2,100,913	2.4%	1,571,780	2.1%	3,821	-8.7%	525,312	3.4%
2012	2,217,293	5.5%	1,512,828	-3.8%	1,723	-54.9%	702,742	33.8%
2013	2,222,060	0.2%	1,469,451	-2.9%	2,224	29.1%	750,385	6.8%
2014	2,347,794	5.7%	1,598,672	8.8%	5,456	145.3%	743,666	-0.9%
2015	2,389,613	1.8%	1,776,948	11.2%	4,306	-21.1%	608,359	-18.2%
2016	2,584,086	8.1%	1,908,413	7.4%	2,068	-52.0%	673,605	10.7%
2017	2,811,309	8.8%	2,039,817	6.9%	39	-98.1%	771,453	14.5%
2018	2,967,788	5.6%	2,130,145	4.4%	0	-100.0%	837,643	8.6%
2019	2,872,362	-3.2%	1,944,890	-8.7%	0	0.0%	927,472	10.7%

Source: U.S. DOT, Bureau of Transportation Statistics, Border Crossing/Entry Data

2.4.2 Vehicle Crossings: Tecate–Tecate

Analysis

Vehicle crossings through the POE also fluctuate to a smaller degree than other POEs. Despite the 9% decrease in total vehicle crossings from 2018 to 2019, the 1 million vehicle total was on par with the historical average.

In 2019 truck crossings increased for the fourth consecutive year to 65,212. The truck crossing total was 8% above the historical average.

Data

Table 13

Northbound Vehicle Crossings: Tecate–Tecate

Year	Total Vehicles (POVs, Buses and Trucks)		POVs		Buses		Trucks	
	Value	% Change	Value	% Change	Value	% Change	Value	% Change
1998	1,051,884	-	1,000,699	-	380	-	50,805	-
1999	1,275,170	21.2%	1,214,949	21.4%	615	61.8%	59,606	17.3%
2000	1,226,957	-3.8%	1,163,471	-4.2%	608	-1.1%	62,878	5.5%
2001	1,205,225	-1.8%	1,143,827	-1.7%	511	-16.0%	60,887	-3.2%
2002	1,263,569	4.8%	1,205,430	5.4%	484	-5.3%	57,655	-5.3%
2003	1,344,206	6.4%	1,284,525	6.6%	318	-34.3%	59,363	3.0%
2004	1,253,159	-6.8%	1,183,222	-7.9%	267	-16.0%	69,670	17.4%
2005	1,098,791	-12.3%	1,028,854	-13.0%	351	31.5%	69,586	-0.1%
2006	1,021,819	-7.0%	948,060	-7.9%	318	-9.4%	73,441	5.5%
2007	950,480	-7.0%	872,943	-7.9%	217	-31.8%	77,320	5.3%
2008	969,192	2.0%	893,308	2.3%	289	33.2%	75,595	-2.2%
2009	898,276	-7.3%	833,040	-6.7%	197	-31.8%	65,039	-14.0%
2010	865,891	-3.6%	810,453	-2.7%	230	16.8%	55,208	-15.1%
2011	876,719	1.3%	824,507	1.7%	282	22.6%	51,930	-5.9%
2012	817,002	-6.8%	773,647	-6.2%	110	-61.0%	43,245	-16.7%
2013	793,414	-2.9%	745,541	-3.6%	111	0.9%	47,762	10.4%
2014	865,016	9.0%	812,540	9.0%	237	113.5%	52,239	9.4%
2015	960,748	11.1%	908,482	11.8%	176	-25.7%	52,090	-0.3%
2016	1,027,556	7.0%	971,193	6.9%	94	-46.6%	56,269	8.0%
2017	1,102,356	7.1%	1,043,225	7.4%	3	-96.8%	59,128	5.1%
2018	1,153,870	4.7%	1,092,092	4.7%	0	-100.0%	61,778	4.5%
2019	1,050,513	-9.0%	985,301	-9.8%	0	0.0%	65,212	5.6%

Source: U.S. DOT, Bureau of Transportation Statistics, Border Crossing/Entry Data

2.4.3 Bilateral Trade via Truck: Tecate–Tecate

Analysis

Trade via truck through the Tecate–Tecate POE has historically accounted for roughly 2% of all California–Baja California trade via truck.

The $960 million total in 2019 was the highest figure recorded in more than a decade and 8% higher than the historical average.

Data

Table 14

Bilateral Trade Value via Truck: Tecate–Tecate

Year	Total Trade		Exports		Imports	
	Value	% Change	Value	% Change	Value	% Change
1998	$886,485,462	-	$413,826,332	-	$472,659,130	-
1999	$984,718,335	11.1%	$468,007,379	13.1%	$516,710,956	9.3%
2000	$920,176,520	-6.6%	$432,768,494	-7.5%	$487,408,026	-5.7%
2001	$850,093,767	-7.6%	$385,793,569	-10.9%	$464,300,198	-4.7%
2002	$950,062,252	11.8%	$461,317,587	19.6%	$488,744,665	5.3%
2003	$897,933,362	-5.5%	$410,793,578	-11.0%	$487,139,784	-0.3%
2004	$1,003,823,069	11.8%	$465,119,844	13.2%	$538,703,225	10.6%
2005	$1,152,246,335	14.8%	$532,658,355	14.5%	$619,587,980	15.0%
2006	$1,191,948,673	3.4%	$571,135,015	7.2%	$620,813,658	0.2%
2007	$1,194,532,553	0.2%	$595,403,763	4.2%	$599,128,790	-3.5%
2008	$1,115,736,675	-6.6%	$546,484,361	-8.2%	$569,252,314	-5.0%
2009	$917,489,394	-17.8%	$412,209,272	-24.6%	$505,280,122	-11.2%
2010	$942,505,700	2.7%	$431,292,772	4.6%	$511,212,928	1.2%
2011	$752,430,102	-20.2%	$306,458,194	-28.9%	$445,971,908	-12.8%
2012	$606,709,871	-19.4%	$263,210,526	-14.1%	$343,499,345	-23.0%
2013	$673,739,012	11.0%	$302,255,076	14.8%	$371,483,936	8.1%
2014	$655,943,111	-2.6%	$280,428,243	-7.2%	$375,514,868	1.1%
2015	$680,247,882	3.7%	$270,844,464	-3.4%	$409,403,418	9.0%
2016	$701,259,349	3.1%	$269,559,080	-0.5%	$431,700,269	5.4%
2017	$748,962,080	6.8%	$304,315,751	12.9%	$444,646,329	3.0%
2018	$774,725,283	3.4%	$303,959,631	-0.1%	$470,765,652	5.9%
2019	$960,989,959	24.0%	$311,703,759	2.5%	$649,286,200	37.9%

Source: U.S. DOT, Bureau of Transportation Statistics, Border Crossing/Entry Data

Note: Figures are nominal and not adjusted for inflation.

2.5 Calexico West–Mexicali I

2.5.1 Individual Crossings: Calexico West–Mexicali I

Analysis

The Calexico West–Mexicali I POE is also undergoing construction as part of a multi-phase modernization effort led by GSA.[11] These improvements will add more POV and pedestrian capacity on the U.S. side and are anticipated to be matched by improvements on the Mexican side.

This POE is the primary gateway for personal trips between the metropolitan area of Mexicali in Baja California and Imperial County, processing about 16% of all individual crossings into California from Mexico.

The 12.7 million total in 2019 was the highest recorded in over a decade and was carried by the increase in POV passengers.

Mode share through this POE is estimated at 71% motorized and 29% non-motorized in 2019.

Data

Table 15

Northbound Individual Crossings: Calexico West–Mexicali I

Year	Total Individuals (Passengers and Pedestrians)		POV Passengers		Bus Passengers		Pedestrians	
	Value	% Change	Value	% Change	Value	% Change	Value	% Change
1998	29,262,831	-	20,733,213	-	37,540	-	8,492,078	-
1999	28,500,828	-2.6%	20,372,381	-1.7%	29,194	-22.2%	8,099,253	-4.6%
2000	28,466,151	-0.1%	20,094,460	-1.4%	19,367	-33.7%	8,352,324	3.1%
2001	22,155,003	-22.2%	15,007,725	-25.3%	27,493	42.0%	7,119,785	-14.8%
2002	19,050,007	-14.0%	12,106,876	-19.3%	48,311	75.7%	6,894,820	-3.2%
2003	16,387,808	-14.0%	10,144,416	-16.2%	13,269	-72.5%	6,230,123	-9.6%
2004	15,482,051	-5.5%	10,619,429	4.7%	15,526	17.0%	4,847,096	-22.2%
2005	16,357,673	5.7%	11,846,703	11.6%	29,956	92.9%	4,481,014	-7.6%
2006	15,740,529	-3.8%	11,664,850	-1.5%	27,050	-9.7%	4,048,629	-9.6%
2007	16,265,738	3.3%	10,949,336	-6.1%	25,425	-6.0%	5,290,977	30.7%
2008	13,826,148	-15.0%	9,432,447	-13.9%	33,800	32.9%	4,359,901	-17.6%
2009	12,531,251	-9.4%	8,625,713	-8.6%	625	-98.2%	3,904,913	-10.4%
2010	12,061,028	-3.8%	7,474,182	-13.3%	0	-100.0%	4,586,846	17.5%
2011	11,550,844	-4.2%	7,099,725	-5.0%	0	0.0%	4,451,119	-3.0%
2012	11,867,269	2.7%	6,981,401	-1.7%	0	0.0%	4,885,868	9.8%
2013	11,926,473	0.5%	7,132,134	2.2%	0	0.0%	4,794,339	-1.9%
2014	11,788,861	-1.2%	7,221,528	1.3%	0	0.0%	4,567,333	-4.7%
2015	12,142,470	3.0%	7,644,148	5.9%	0	0.0%	4,498,322	-1.5%
2016	12,122,575	-0.2%	7,851,664	2.7%	0	0.0%	4,270,911	-5.1%
2017	12,072,508	-0.4%	7,860,166	0.1%	0	0.0%	4,212,342	-1.4%
2018	12,413,536	2.8%	8,399,017	6.9%	0	0.0%	4,014,519	-4.7%
2019	12,713,669	2.4%	9,005,892	7.2%	0	0.0%	3,707,777	-7.6%

Source: U.S. DOT, Bureau of Transportation Statistics, Border Crossing/Entry Data

[11] GSA.gov (U.S. General Services Administration, Region 9)

2.5.2 Vehicle Crossings: Calexico West–Mexicali I

Analysis

As of 2010, POVs are the only vehicle type processed at this facility, which in 2019, accounted for 7% of all northbound POV crossings through the U.S.–Mexico border.

The 4.9 million total in 2019 follows five consecutive years of increase and is 4% below the historical average.

Data

Table 16

Northbound Vehicle Crossings: Calexico West–Mexicali I

Year	Total Vehicles (POVs and Buses)		POVs		Buses	
	Value	% Change	Value	% Change	Value	% Change
1998	6,958,618	-	6,957,454	-	1,164	-
1999	6,837,723	-1.7%	6,836,372	-1.7%	1,351	16.1%
2000	6,746,236	-1.3%	6,744,970	-1.3%	1,266	-6.3%
2001	6,376,262	-5.5%	6,374,425	-5.5%	1,837	45.1%
2002	5,932,552	-7.0%	5,930,632	-7.0%	1,920	4.5%
2003	5,263,457	-11.3%	5,261,985	-11.3%	1,472	-23.3%
2004	5,643,471	7.2%	5,641,994	7.2%	1,477	0.3%
2005	6,236,819	10.5%	6,234,602	10.5%	2,217	50.1%
2006	6,111,934	-2.0%	6,110,214	-2.0%	1,720	-22.4%
2007	5,748,305	-5.9%	5,747,309	-5.9%	996	-42.1%
2008	4,951,861	-13.9%	4,950,509	-13.9%	1,352	35.7%
2009	4,839,312	-2.3%	4,839,287	-2.2%	25	-98.2%
2010	4,150,569	-14.2%	4,150,569	-14.2%	0	-100.0%
2011	4,095,450	-1.3%	4,095,450	-1.3%	0	0.0%
2012	4,070,090	-0.6%	4,070,090	-0.6%	0	0.0%
2013	4,112,348	1.0%	4,112,348	1.0%	0	0.0%
2014	4,071,666	-1.0%	4,071,666	-1.0%	0	0.0%
2015	4,294,156	5.5%	4,294,156	5.5%	0	0.0%
2016	4,327,034	0.8%	4,327,034	0.8%	0	0.0%
2017	4,409,648	1.9%	4,409,648	1.9%	0	0.0%
2018	4,557,881	3.4%	4,557,881	3.4%	0	0.0%
2019	4,984,781	9.4%	4,984,781	9.4%	0	0.0%

Source: U.S. DOT, Bureau of Transportation Statistics, Border Crossing/Entry Data

2.5.3 Bilateral Trade via Rail: Calexico West–Mexicali I

Analysis

Rail infrastructure serving the Calexico West–Mexicali I POE includes a Union Pacific Railroad–owned line that originates at the POE and extends to interregional and interstate connections to the north and southeast. On the Mexican side, there is a rail line operated by Ferromex, one of the largest private rail consortia in the country.

The $221.6 million in trade in 2019 was 12% above the historical average.

Data

Table 17

Bilateral Trade Value via Rail: Calexico West–Mexicali I

Year	Total Trade		Exports		Imports	
	Value	% Change	Value	% Change	Value	% Change
1998	$56,447,995	-	$37,162,762	-	$19,285,233	-
1999	$73,203,152	29.7%	$39,408,368	6.0%	$33,794,784	75.2%
2000	$81,361,377	11.1%	$58,546,528	48.6%	$22,814,849	-32.5%
2001	$140,658,568	72.9%	$127,000,000	116.9%	$13,658,568	-40.1%
2002	$127,366,396	-9.4%	$118,000,000	-7.1%	$9,366,396	-31.4%
2003	$89,983,968	-29.4%	$74,251,418	-37.1%	$15,732,550	68.0%
2004	$166,683,412	85.2%	$147,161,776	98.2%	$19,521,636	24.1%
2005	$158,000,830	-5.2%	$120,488,601	-18.1%	$37,512,229	92.2%
2006	$158,410,813	0.3%	$123,221,953	2.3%	$35,188,860	-6.2%
2007	$283,918,803	79.2%	$178,918,803	45.2%	$105,000,000	198.4%
2008	$274,370,913	-3.4%	$200,467,250	12.0%	$73,903,663	-29.6%
2009	$153,477,354	-44.1%	$138,429,758	-30.9%	$15,047,596	-79.6%
2010	$231,537,125	50.9%	$208,970,230	51.0%	$22,566,895	50.0%
2011	$400,301,956	72.9%	$363,971,968	74.2%	$36,329,988	61.0%
2012	$342,895,234	-14.3%	$307,322,057	-15.6%	$35,573,177	-2.1%
2013	$229,904,543	-33.0%	$199,845,358	-35.0%	$30,059,185	-15.5%
2014	$276,599,366	20.3%	$245,168,184	22.7%	$31,431,182	4.6%
2015	$208,828,296	-24.5%	$184,780,984	-24.6%	$24,047,312	-23.5%
2016	$198,286,861	-5.0%	$186,868,738	1.1%	$11,418,123	-52.5%
2017	$228,322,280	15.1%	$219,603,078	17.5%	$8,719,202	-23.6%
2018	$244,741,602	7.2%	$227,061,070	3.4%	$17,680,532	102.8%
2019	$221,649,688	-9.4%	$194,177,964	-14.5%	$27,471,724	55.4%

Source: *U.S. DOT, Bureau of Transportation Statistics, Border Crossing/Entry Data*

Note: *Figures are nominal and not adjusted for inflation.*

Includes rail trade reported for Calexico East-Mexicali II, although no rail processing facility exists at that POE. This inconsistency has been noted by BTS and CBP.

2.6 Calexico East–Mexicali II

2.6.1 Individual Crossings: Calexico East–Mexicali II

Analysis

The Calexico East–Mexicali II POE has existed since 1996 and now processes more than 3% of all northbound individual crossings into the U.S. from Mexico. Despite a decline in terms of total crossings, the 382,535 pedestrians in 2019 was the highest on record.

Mode share through this POE is estimated at 93% motorized and 7% non-motorized in 2019.

Data

Table 18

Northbound Individual Crossings: Calexico East–Mexicali II

Year	Total Individuals (Passengers and Pedestrians)		POV Passengers		Bus Passengers		Pedestrians	
	Value	% Change	Value	% Change	Value	% Change	Value	% Change
1998	5,369,930	-	5,321,003	-	20,278	-	28,649	-
1999	6,587,602	22.7%	6,565,800	23.4%	6,702	-66.9%	15,100	-47.3%
2000	7,610,037	15.5%	7,600,859	15.8%	6,885	2.7%	2,293	-84.8%
2001	7,430,288	-2.4%	7,420,103	-2.4%	7,647	11.1%	2,538	10.7%
2002	6,900,066	-7.1%	6,889,681	-7.1%	7,987	4.4%	2,398	-5.5%
2003	6,162,918	-10.7%	6,155,005	-10.7%	6,327	-20.8%	1,586	-33.9%
2004	6,374,295	3.4%	6,362,391	3.4%	8,837	39.7%	3,067	93.4%
2005	6,499,227	2.0%	6,492,882	2.1%	4,889	-44.7%	1,456	-52.5%
2006	7,802,684	20.1%	7,771,283	19.7%	18,508	278.6%	12,893	785.5%
2007	7,041,162	-9.8%	7,003,669	-9.9%	28,064	51.6%	9,429	-26.9%
2008	7,203,923	2.3%	7,144,168	2.0%	41,725	48.7%	18,030	91.2%
2009	5,805,220	-19.4%	5,731,129	-19.8%	40,161	-3.7%	33,930	88.2%
2010	5,263,237	-9.3%	5,152,282	-10.1%	52,184	29.9%	58,771	73.2%
2011	5,288,006	0.5%	5,082,318	-1.4%	88,064	68.8%	117,624	100.1%
2012	5,941,643	12.4%	5,530,414	8.8%	92,630	5.2%	318,599	170.9%
2013	6,340,993	6.7%	5,915,717	7.0%	103,690	11.9%	321,586	0.9%
2014	6,859,681	8.2%	6,437,937	8.8%	111,400	7.4%	310,344	-3.5%
2015	7,090,647	3.4%	6,744,400	4.8%	122,873	10.3%	223,374	-28.0%
2016	7,411,814	4.5%	7,041,582	4.4%	116,240	-5.4%	253,992	13.7%
2017	7,519,254	1.4%	7,143,200	1.4%	115,600	-0.6%	260,454	2.5%
2018	6,910,103	-8.1%	6,505,560	-8.9%	104,080	-10.0%	300,463	15.4%
2019	6,390,868	-7.5%	5,930,206	-8.8%	78,127	-24.9%	382,535	27.3%

Source: U.S. DOT, Bureau of Transportation Statistics, Border Crossing/Entry Data

2.6.2 Vehicle Crossings: Calexico East–Mexicali II

Analysis

Vehicles crossing through this POE travel on an elevated bridge structure over the All-American Canal before arriving at CBP inspections. Imperial County Transportation Commission (ICTC), Federal Highway Administration (FHWA), Caltrans and GSA have proposed a new project to alleviate some of the congestion experienced on the structure by widening the bridge to allow for additional POV and truck lanes.[12]

In 2019, the 3.6 million total vehicle crossings were nearly 5% above the historical average. and the 389,046 truck crossings was a new record high—ranking as the fifth-busiest truck processing facility along the U.S.–Mexico border.

Data

Table 19

Northbound Vehicle Crossings: Calexico East–Mexicali II

Year	**Total Vehicles** (POVs, Buses and Trucks)		**POVs**		**Buses**		**Trucks**	
	Value	% Change	Value	% Change	Value	% Change	Value	% Change
1998	1,992,984	-	1,785,602	-	1,164	-	206,218	-
1999	2,465,295	23.7%	2,203,291	23.4%	459	-60.6%	261,545	26.8%
2000	2,829,658	14.8%	2,550,625	15.8%	222	-51.6%	278,811	6.6%
2001	3,337,647	18.0%	3,080,540	20.8%	392	76.6%	256,715	-7.9%
2002	3,780,790	13.3%	3,504,005	13.7%	395	0.8%	276,390	7.7%
2003	3,363,849	-11.0%	3,102,398	-11.5%	311	-21.3%	261,140	-5.5%
2004	3,472,525	3.2%	3,159,892	1.9%	406	30.5%	312,227	19.6%
2005	3,592,457	3.5%	3,271,961	3.5%	284	-30.0%	320,212	2.6%
2006	4,093,559	13.9%	3,784,750	15.7%	1,518	434.5%	307,291	-4.0%
2007	3,742,495	-8.6%	3,417,977	-9.7%	1,170	-22.9%	323,348	5.2%
2008	3,877,130	3.6%	3,549,486	3.8%	1,669	42.6%	325,975	0.8%
2009	3,233,078	-16.6%	2,953,733	-16.8%	2,451	46.9%	276,894	-15.1%
2010	2,932,180	-9.3%	2,626,731	-11.1%	1,897	-22.6%	303,552	9.6%
2011	3,100,935	5.8%	2,784,769	6.0%	3,193	68.3%	312,973	3.1%
2012	3,341,962	7.8%	3,016,974	8.3%	2,564	-19.7%	322,424	3.0%
2013	3,527,110	5.5%	3,198,849	6.0%	2,571	0.3%	325,690	1.0%
2014	3,727,725	5.7%	3,399,697	6.3%	2,785	8.3%	325,243	-0.1%
2015	3,962,753	6.3%	3,622,215	6.5%	3,064	10.0%	337,474	3.8%
2016	4,182,117	5.5%	3,829,484	5.7%	2,906	-5.2%	349,727	3.6%
2017	4,207,097	0.6%	3,843,383	0.4%	2,881	-0.9%	360,833	3.2%
2018	3,938,868	-6.4%	3,560,187	-7.4%	2,602	-9.7%	376,079	4.2%
2019	3,630,217	-7.8%	3,239,218	-9.0%	1,953	-24.9%	389,046	3.4%

Source: U.S. DOT, Bureau of Transportation Statistics, Border Crossing/Entry Data

[12] ImperialCTC.org, Imperial County Transportation Commission

2.6.3 Bilateral Trade via Truck: Calexico East–Mexicali II

Analysis

Despite limited capacity and noted bottlenecks, the Calexico East–Mexicali II POE continues to handle about 27% of the value of trade moving through the California–Baja California border via truck, on average.

In 2019, the $17.5 billion in total trade via truck was a record high and 53% above the historical average. The growth between 2018 and 2019 is attributed to the record-high value of imports in the same year.

Data

Table 20

Bilateral Trade Value via Truck: Calexico East–Mexicali II

Year	Total Trade		Exports		Imports	
	Value	% Change	Value	% Change	Value	% Change
1998	$6,109,156,846		$2,727,824,214		$3,381,332,632	
1999	$7,676,339,717	25.7%	$3,396,206,558	24.5%	$4,280,133,159	26.6%
2000	$8,237,905,229	7.3%	$3,438,230,223	1.2%	$4,799,675,006	12.1%
2001	$7,207,472,274	-12.5%	$3,072,153,374	-10.6%	$4,135,318,900	-13.8%
2002	$8,280,998,352	14.9%	$3,525,705,820	14.8%	$4,755,292,532	15.0%
2003	$8,807,689,072	6.4%	$3,703,337,905	5.0%	$5,104,351,167	7.3%
2004	$9,655,285,474	9.6%	$4,049,400,963	9.3%	$5,605,884,511	9.8%
2005	$10,434,678,241	8.1%	$4,424,560,932	9.3%	$6,010,117,309	7.2%
2006	$11,306,340,032	8.4%	$4,680,666,403	5.8%	$6,625,673,629	10.2%
2007	$11,450,676,844	1.3%	$4,469,483,655	-4.5%	$6,981,193,189	5.4%
2008	$10,870,807,498	-5.1%	$4,546,415,147	1.7%	$6,324,392,351	-9.4%
2009	$8,278,937,531	-23.8%	$3,533,785,090	-22.3%	$4,745,152,441	-25.0%
2010	$10,124,690,620	22.3%	$4,603,925,930	30.3%	$5,520,764,690	16.3%
2011	$11,538,230,214	14.0%	$5,531,435,011	20.1%	$6,006,795,203	8.8%
2012	$12,614,594,826	9.3%	$5,640,299,570	2.0%	$6,974,295,256	16.1%
2013	$13,066,658,315	3.6%	$5,693,077,997	0.9%	$7,373,580,318	5.7%
2014	$14,311,405,362	9.5%	$6,024,717,583	5.8%	$8,286,687,779	12.4%
2015	$16,308,479,302	14.0%	$6,635,888,928	10.1%	$9,672,590,374	16.7%
2016	$15,756,483,446	-3.4%	$6,333,777,813	-4.6%	$9,422,705,633	-2.6%
2017	$15,910,439,425	1.0%	$6,392,087,010	0.9%	$9,518,352,415	1.0%
2018	$17,047,894,360	7.1%	$6,853,687,155	7.2%	$10,194,207,205	7.1%
2019	$17,532,027,554	2.8%	$6,781,561,556	-1.1%	$10,750,465,998	5.5%

Source: *U.S. DOT, Bureau of Transportation Statistics, Border Crossing/Entry Data*

Note: *Figures are nominal and not adjusted for inflation.*

Includes trade value via truck reported for Calexico West–Mexicali I although no truck processing facility exists at that POE. This inconsistency has been noted by BTS and CBP.

2.7 Andrade–Los Algodones

2.7.1 Individual Crossings: Andrade–Los Algodones

Analysis

As a smaller POE located on the border between California, Arizona, and Baja California, this facility generally processes the fewest individual crossings across all POEs in the region (with the exception of CBX). The Andrade–Los Algodones POE shows the highest degree of seasonality throughout the year in terms of crossing volumes. The majority of pedestrians cross between the months of January, February, and March.

The 1.1 million POV passenger crossing total in 2019 was 9% below the historical average, while the 857,724 total pedestrians was 33% below.

Mode share through this POE is estimated at 57% motorized and 43% non-motorized in 2019.

Data

Table 21

Northbound Individual Crossings: Andrade–Los Algodones

Year	Total Individuals (Passengers and Pedestrians)		POV Passengers		Bus Passengers		Pedestrians	
	Value	% Change	Value	% Change	Value	% Change	Value	% Change
1998	3,188,412	-	1,727,063	-	4,340	-	1,457,009	-
1999	3,461,041	8.6%	1,824,197	5.6%	2,689	-38.0%	1,634,155	12.2%
2000	3,574,533	3.3%	1,808,452	-0.9%	3,381	25.7%	1,762,700	7.9%
2001	3,194,688	-10.6%	1,412,177	-21.9%	3,119	-7.7%	1,779,392	0.9%
2002	3,250,865	1.8%	1,544,438	9.4%	2,565	-17.8%	1,703,862	-4.2%
2003	3,227,053	-0.7%	1,477,979	-4.3%	1,705	-33.5%	1,747,369	2.6%
2004	3,600,973	11.6%	1,653,303	11.9%	1,323	-22.4%	1,946,347	11.4%
2005	3,331,017	-7.5%	1,474,275	-10.8%	469	-64.6%	1,856,273	-4.6%
2006	3,076,963	-7.6%	1,367,222	-7.3%	295	-37.1%	1,709,446	-7.9%
2007	2,699,079	-12.3%	1,161,051	-15.1%	0	-100.0%	1,538,028	-10.0%
2008	2,130,065	-21.1%	981,916	-15.4%	0	0.0%	1,148,149	-25.3%
2009	2,401,656	12.8%	883,929	-10.0%	0	0.0%	1,517,727	32.2%
2010	1,689,516	-29.7%	793,770	-10.2%	0	0.0%	895,746	-41.0%
2011	1,621,777	-4.0%	789,113	-0.6%	56	100.0%	832,608	-7.0%
2012	1,721,851	6.2%	828,660	5.0%	0	-100.0%	893,191	7.3%
2013	1,627,512	-5.5%	795,616	-4.0%	0	0.0%	831,896	-6.9%
2014	1,712,164	5.2%	911,988	14.6%	0	0.0%	800,176	-3.8%
2015	1,854,565	8.3%	1,036,699	13.7%	0	0.0%	817,866	2.2%
2016	1,914,153	3.2%	1,080,857	4.3%	0	0.0%	833,296	1.9%
2017	2,008,456	4.9%	1,177,023	8.9%	0	0.0%	831,433	-0.2%
2018	2,020,664	0.6%	1,118,965	-4.9%	0	0.0%	901,699	8.5%
2019	1,977,746	-2.1%	1,120,022	0.1%	0	0.0%	857,724	-4.9%

Source: U.S. DOT, Bureau of Transportation Statistics, Border Crossing/Entry Data

2.7.2 Vehicle Crossings: Andrade–Los Algodones

Analysis

While this POE maintains capacity to process buses and commercial trucks, there have been no crossings of either type since 2013. The 580,028 total POV crossings in 2019 comprised the entire vehicle crossing volume at this facility and was 4% above the historical average.

Data

Table 22

Northbound Vehicle Crossings: Andrade–Los Algodones

Year	Total Vehicles (POVs, Buses and Trucks)		POVs		Buses		Trucks	
	Value	% Change	Value	% Change	Value	% Change	Value	% Change
1998	581,821	-	579,552	-	109	-	2,160	-
1999	614,174	5.6%	612,147	5.6%	68	-37.6%	1,959	-9.3%
2000	608,467	-0.9%	606,863	-0.9%	87	27.9%	1,517	-22.6%
2001	604,875	-0.6%	603,027	-0.6%	81	-6.9%	1,767	16.5%
2002	725,695	20.0%	723,530	20.0%	90	11.1%	2,075	17.4%
2003	706,602	-2.6%	704,294	-2.7%	55	-38.9%	2,253	8.6%
2004	756,648	7.1%	753,921	7.0%	30	-45.5%	2,697	19.7%
2005	732,384	-3.2%	729,637	-3.2%	14	-53.3%	2,733	1.3%
2006	646,922	-11.7%	645,626	-11.5%	17	21.4%	1,279	-53.2%
2007	547,126	-15.4%	546,648	-15.3%	0	-100.0%	478	-62.6%
2008	492,255	-10.0%	491,843	-10.0%	0	0.0%	412	-13.8%
2009	449,474	-8.7%	449,190	-8.7%	0	0.0%	284	-31.1%
2010	390,798	-13.1%	390,456	-13.1%	0	0.0%	342	20.4%
2011	387,709	-0.8%	387,389	-0.8%	1	0.0%	319	-6.7%
2012	415,894	7.3%	415,615	7.3%	0	-100.0%	279	-12.5%
2013	394,548	-5.1%	394,548	-5.1%	0	0.0%	0	-100.0%
2014	453,079	14.8%	453,079	14.8%	0	0.0%	0	0.0%
2015	523,059	15.4%	523,059	15.4%	0	0.0%	0	0.0%
2016	506,230	-3.2%	506,230	-3.2%	0	0.0%	0	0.0%
2017	591,692	16.9%	591,692	16.9%	0	0.0%	0	0.0%
2018	575,493	-2.7%	575,493	-2.7%	0	0.0%	0	0.0%
2019	580,028	0.8%	580,028	0.8%	0	0.0%	0	0.0%

Source: U.S. DOT, Bureau of Transportation Statistics, Border Crossing/Entry Data

Section 3: Charts

Figure 2
Northbound Individual Crossings by Mode: All California–Baja California POEs

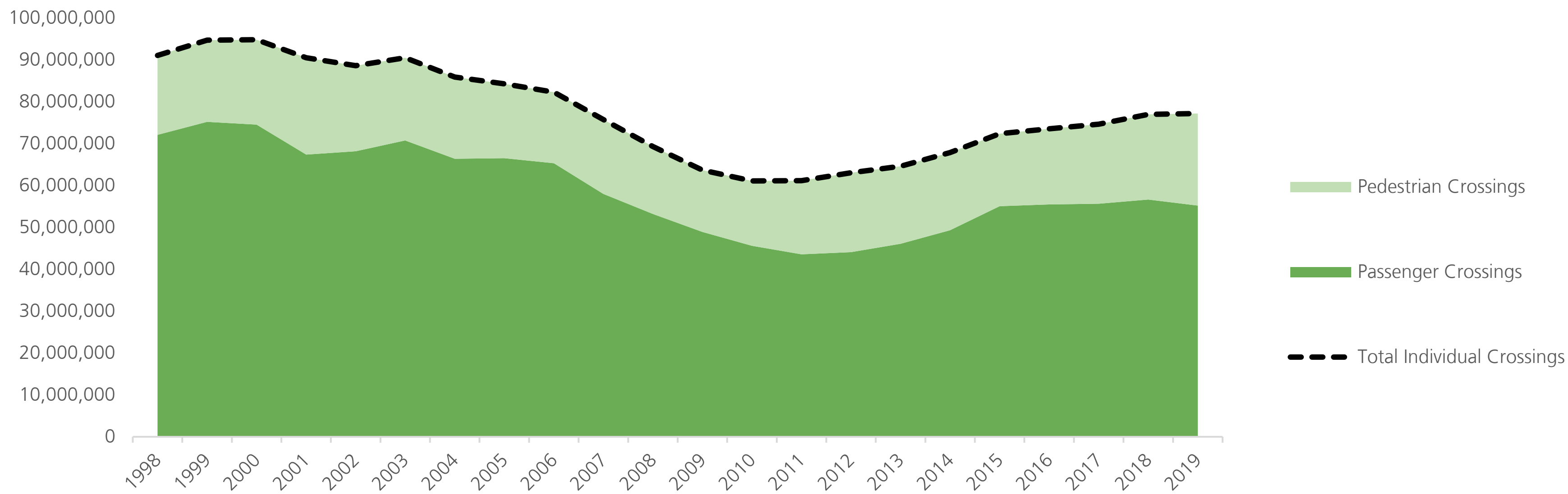


Figure 3
Northbound Individual Crossings - Share by POE: All California–Baja California POEs

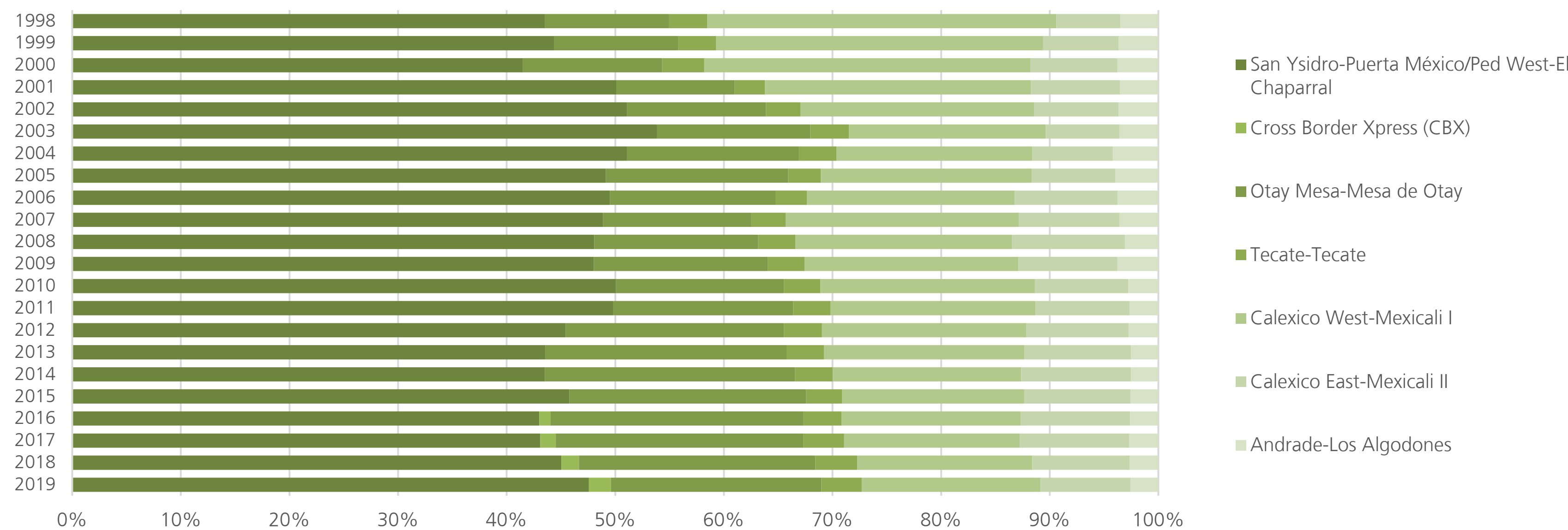


Figure 4
Northbound POV Crossings by POE: All California–Baja California POEs

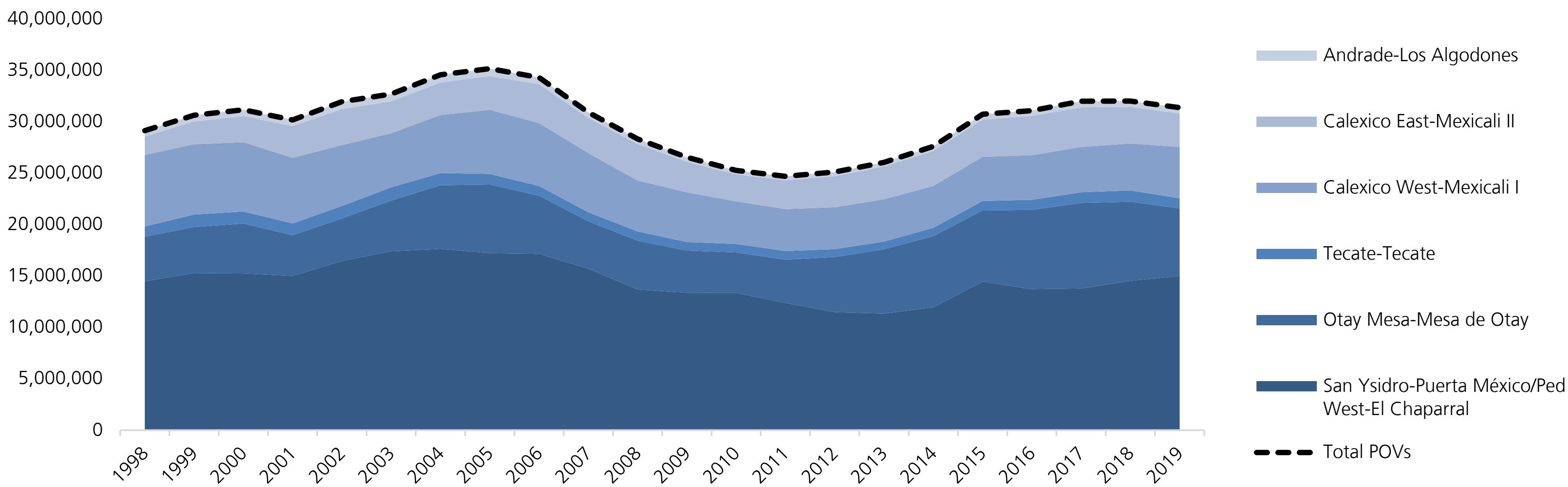


Figure 5
Northbound POV Crossings - Share by POE: All California–Baja California POEs

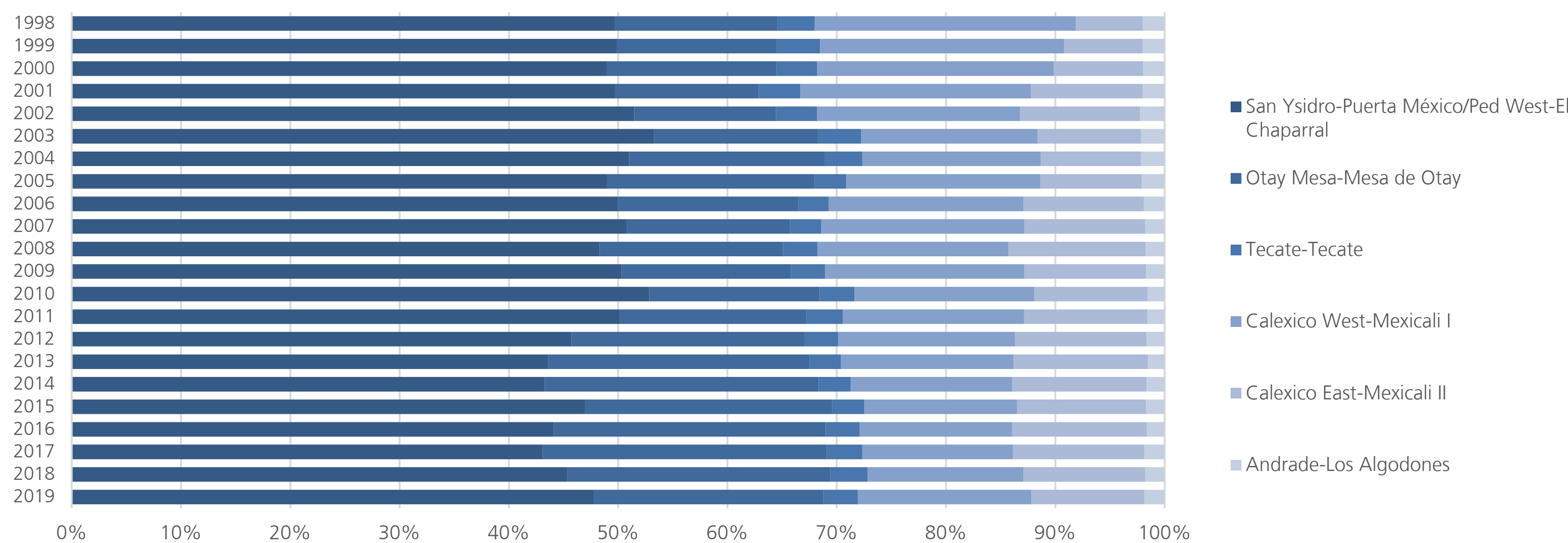


Figure 6
Northbound Truck Crossings by POE: All California–Baja California POEs

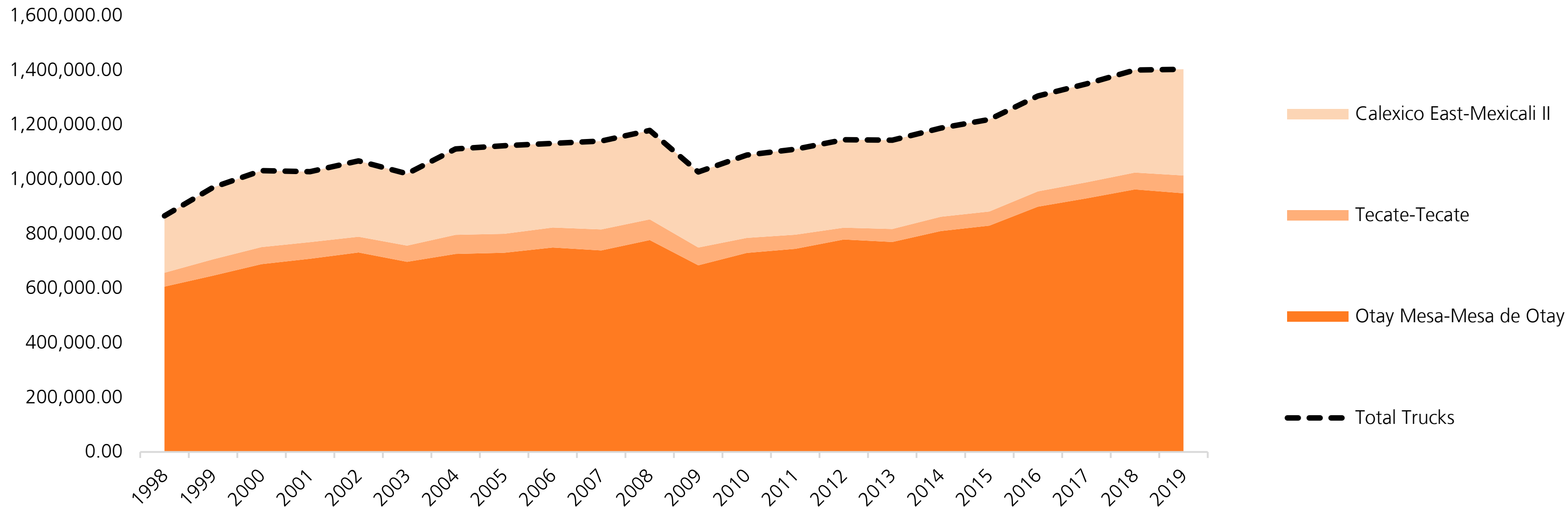


Figure 7
Northbound Truck Crossings - Share by POE: All California–Baja California POEs

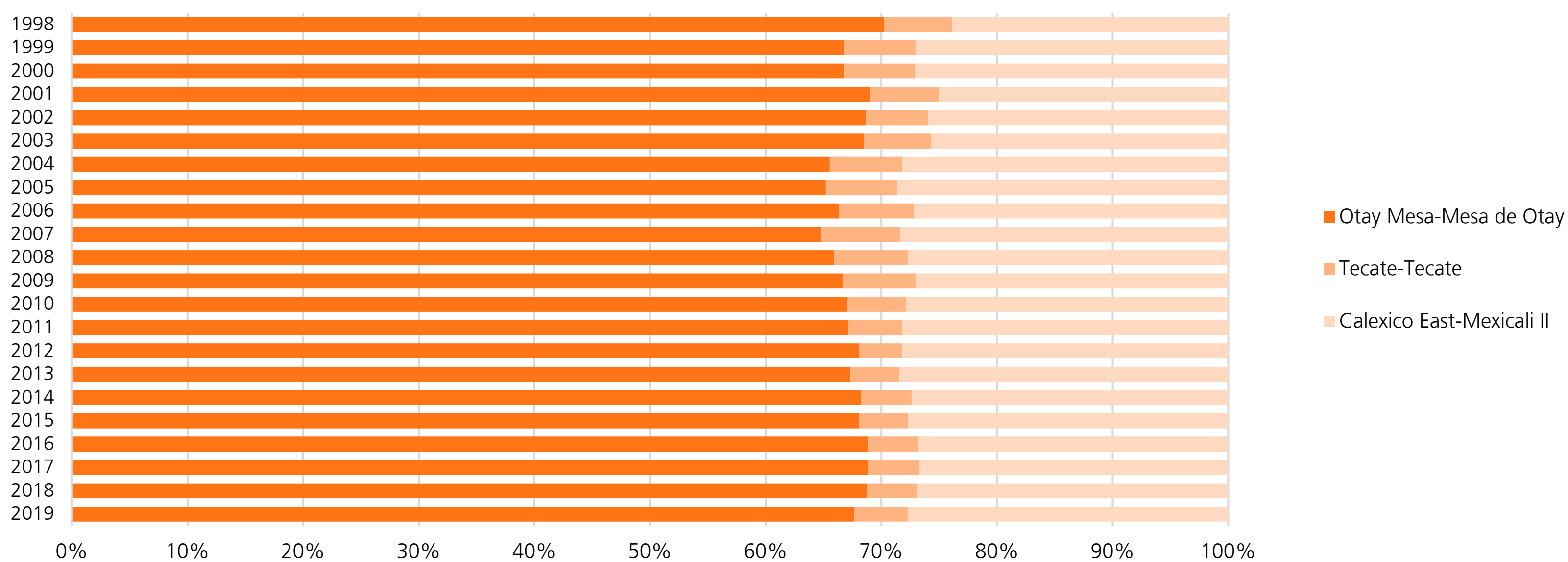


Figure 8
Bilateral Trade Value via Truck: All California–Baja California POEs

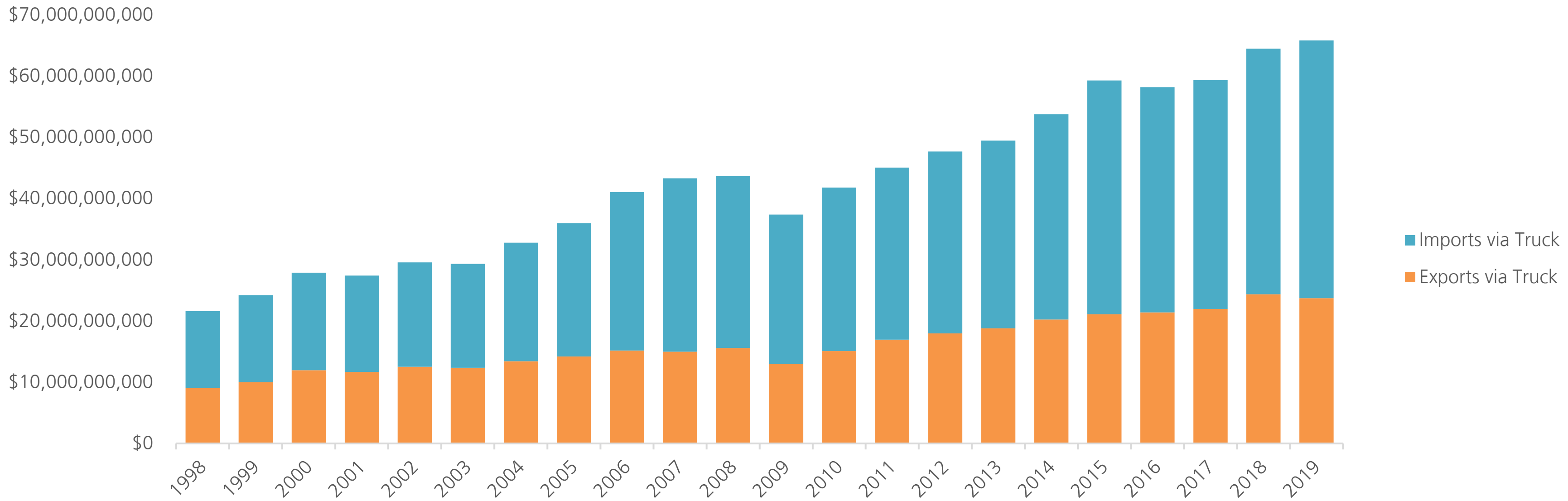


Figure 9
Bilateral Trade Value via Truck - Share by POE: All California–Baja California POEs

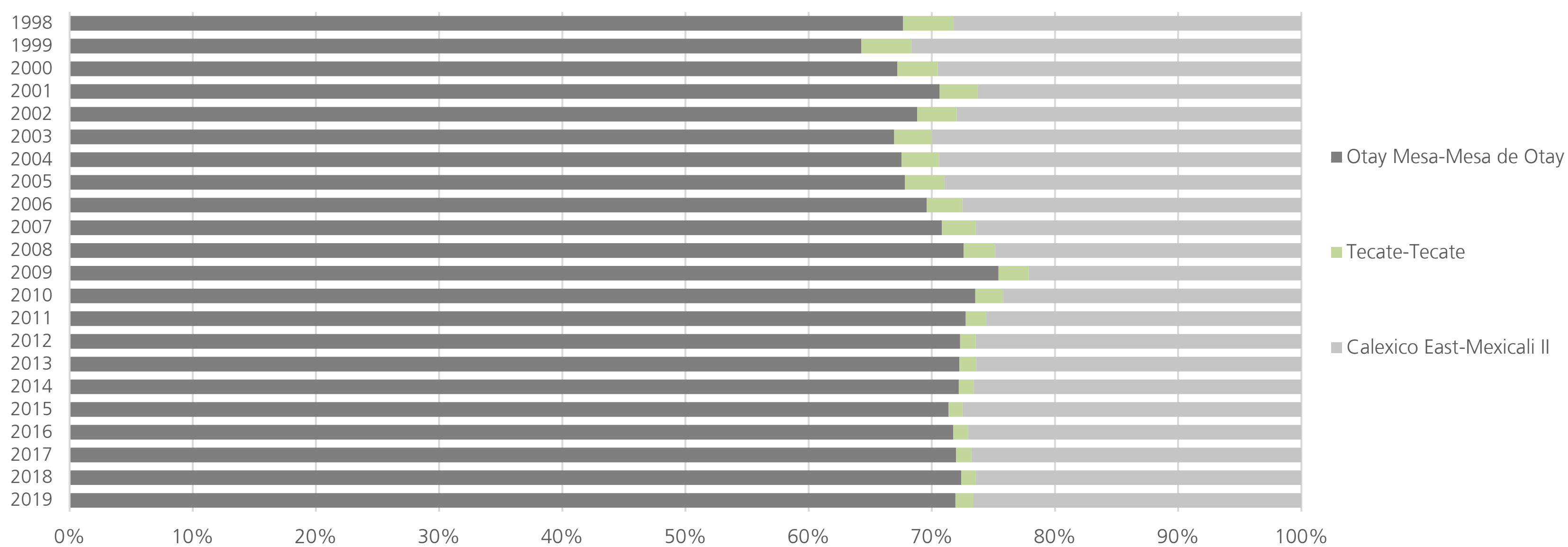


Figure 10
Bilateral Trade Value via Rail: All California–Baja California POEs

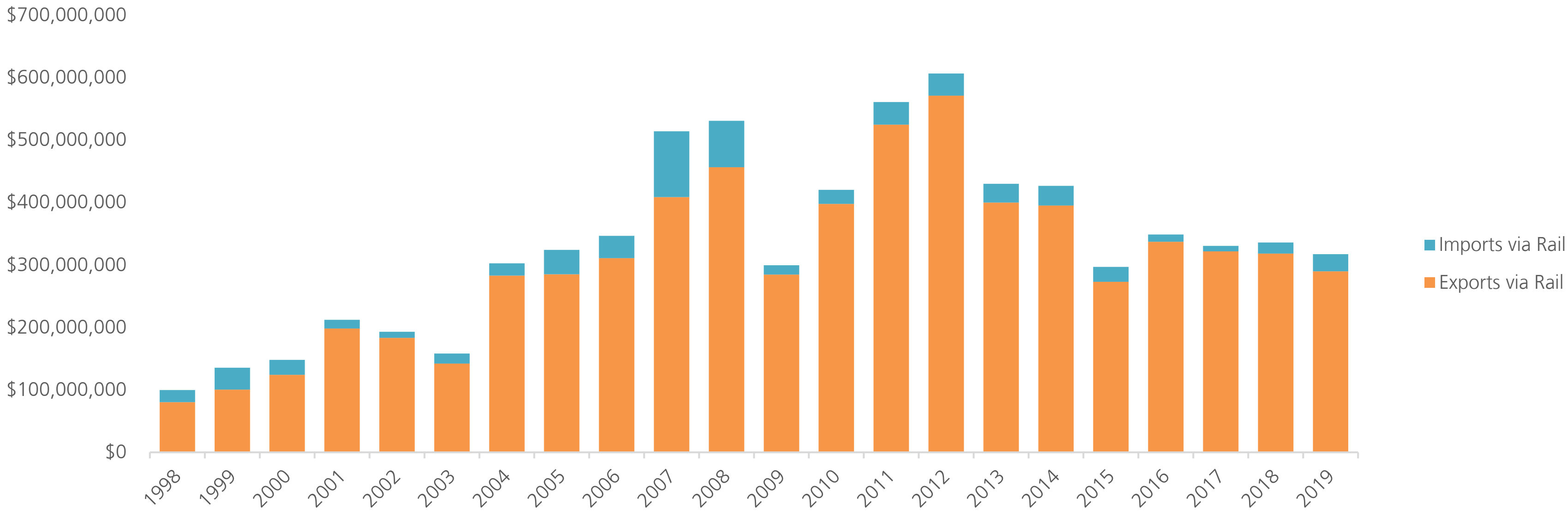
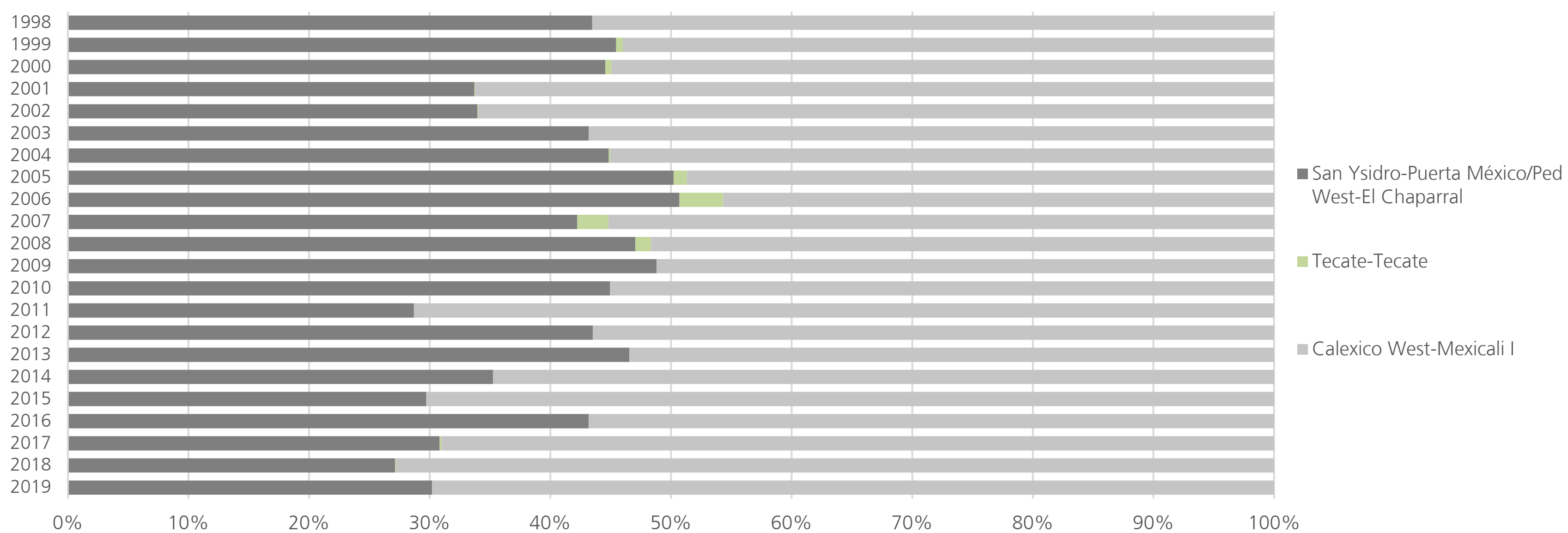


Figure 11
Bilateral Trade Value via Rail - Share by POE: All California–Baja California POEs



CALIFORNIA-BAJA CALIFORNIA 2021 BORDER MASTER PLAN

Goals

- *Maintain and strengthen U.S.-Mexico binational coordination*
- *Expand outreach to gain additional insights on border region issues*
- *Review and update recommendations of previous BMPs*
- *Develop process to manage the border as one integrated system*
- *Identify and address regional mobility impacts of cross border traffic on border communities*
- *Consider policy changes and shifting economic and demographic trends*
- *Improve inter-agency communication and coordination*

Project

The California-Baja California 2021 Border Master Plan (BMP) is a binational, comprehensive effort to coordinate the planning and delivery of land ports of entry (POEs) on the California-Baja California border and the transportation infrastructure projects which support them. The first BMP, completed in 2008, formalized the binational dialogue between the United States and Mexico and established a structure for the BMP process. The 2014 BMP refreshed previous efforts, reprioritizing projects and developing a framework for transportation project sensitivity analysis. Building upon the efforts of the previous two BMPs, the 2021 BMP will broaden outreach activities to gain new insights on border issues, assess current border conditions, determine the status of border transportation projects, and identify new border improvement strategies.

Impact

A long-term goal of the California-Baja California BMP process is to inspire closer binational coordination between stakeholders across the entire U.S.-Mexico border. Based on the success of the first BMP, the California-Baja California approach was adopted by other border regions and customized to address their needs. Since then, Arizona-Sonora, New Mexico-Chihuahua, and Texas-Mexico BMPs have been completed.

Cost and Schedule

The California Department of Transportation (Caltrans) was awarded a $400,000 California State Planning and Research Grant to conduct the 2021 BMP. The study officially kicked off in January 2020 and concludes in early 2021.

Partner Agencies

A critical component to the success of the BMP is the active participation of local, regional, state, and federal agencies from the United States and Mexico. The 2021 BMP will be co-managed by Caltrans and by Baja California's Secretaría de Infraestructura y Desarrollo Urbano y Reordenación Territorial (SIDURT), while policy and technical decisions will be made by participating agencies through the BMP Policy Advisory Committee (PAC) and Technical Working Group (TWG). The San Diego Association of Governments (SANDAG) Service Bureau will perform consulting services to facilitate the planning process.

For More Information

Contacts:
Jose I. Marquez-Chavez, AICP Chief,
International Border Relations and Freight Mobility Branch, Caltrans
(619) 688-3610 | jose.marquez@dot.ca.gov.

Arq. Carlos López Rodríguez
Director de Reordenación Territorial, SIDURT
(686) 558-1062 | clopezr@baja.gob.mx

Caltrans

U.S. Department of Transportation
Federal Transit Administration

SIDURT
GOBIERNO DE BAJA CALIFORNIA

PLAN MAESTRO FRONTERIZO CALIFORNIA-BAJA CALIFORNIA 2021

Metas

- *Mantener y fortalecer la coordinación binacional entre los EE.UU. y México*
- *Ampliar la participación a fin de obtener más información sobre asuntos relacionados con la región fronteriza*
- *Revisar y actualizar las recomendaciones de los planes maestros fronterizos anteriores*
- *Desarrollar un proceso para administrar la frontera como un sistema integrado*
- *Identificar y abordar los impactos sobre las comunidades fronterizas*
- *Considerar cambios en la política y movimientos en las tendencias económicas y demográficas*
- *Mejorar la comunicación y la coordinación interagencial*

Proyecto

El Plan Maestro Fronterizo (BMP, por sus siglas en inglés) California-Baja California 2021 es una estrategia integral binacional para coordinar la planeación y desarrollo de puertos de entrada terrestre (POE, por sus siglas en inglés) en la frontera de California-Baja California, así como los proyectos de infraestructura de transporte que los conecta. El primer BMP, realizado en 2008, formalizó el diálogo binacional entre los Estados Unidos y México, así como estableció una estructura para el proceso de desarrollo del BMP. El BMP de 2014 reestableció esfuerzos previos, volviendo a priorizar proyectos y desarrollando un marco para el análisis de sensibilidades de los proyectos de transporte. En base a los esfuerzos de los dos BMP anteriores, el BMP de 2021 ampliará las actividades de participación ciudadana para obtener información sobre asuntos relacionados con la frontera, evaluar sus condiciones actuales, determinar la condición de los proyectos de transporte fronterizo, e identificar nuevas estrategias de mejora de la frontera.

Impacto

Un objetivo a largo plazo del proceso del BMP de California-Baja California es fomentar una coordinación binacional más estrecha entre los grupos de interés en toda la frontera de EE.UU. y México. En base al éxito del primer BMP, otras regiones fronterizas adoptaron el enfoque de California-Baja California y lo adaptaron de acuerdo a sus necesidades. Desde entonces, se han realizado los BMPs de Arizona-Sonora, Nuevo México-Chihuahua y Texas-México.

Costo y cronograma

El Departamento de Transporte de California (Caltrans) recibió un Subsidio de Investigación y Planeación del Estado de California de $400,000 USD para realizar el BMP de 2021. El proyecto empezó oficialmente en enero de 2020 y concluye a principios del 2021.

Agencias asociadas

Un componente crítico para el éxito del BMP es la participación activa de agencias locales, regionales, estatales, y federales de los Estados Unidos y México. El BMP de 2021 será cogestionado por Caltrans y la Secretaría de Infraestructura, Desarrollo Urbano, y Reordenamiento Territorial (SIDURT) de Baja California, mientras que todas las políticas y decisiones las tomarán las agencias participantes a través del Comité Asesor de Políticas (PAC, por sus siglas en inglés) y el Grupo de Trabajo Técnico (TWG, por sus siglas en inglés). La Oficina de Servicio de la Asociación de Gobiernos de San Diego (SANDAG) prestará servicios de consultoría para facilitar el proceso de planeación.

Para más información

Contactos

Jose I. Marquez-Chavez, AICP Director,
División Internacional de Relaciones Fronterizas y Movilidad de Carga, Caltrans
(619) 688-3610 | jose.marquez@dot.ca.gov.

Arq. Carlos López Rodríguez
Director de Reordenación Territorial,
SIDURT
(686) 558-1062 | clopezr@baja.gob.mx

Caltrans

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SECRETARÍA DE INFRAESTRUCTURA, DESARROLLO URBANO Y REORDENACIÓN TERRITORIAL
GOBIERNO DE BAJA CALIFORNIA

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Item 4.J

Report out of WRCOG Representatives on Various Committees

Attachment 2

SANDAG Borders Committee meeting agenda of July 17, 2020

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Transportation, Regional Planning, and Borders Committees Joint Meeting Agenda

Friday, July 17, 2020
10 a.m. to 12 noon
****Teleconference Meeting****

Agenda Highlights

- **What We Are Learning from COVID-19 and How It Could Impact Transportation Planning in the San Diego Region**

MEETING ANNOUNCEMENT AMIDST COVID-19 PANDEMIC:

The joint meeting of the Transportation Committee, Regional Planning Committee, and Board Committee will be conducted virtually in accordance with Governor Newsom's State of Emergency declaration regarding the COVID-19 outbreak, Executive Order N-29-20, and the Guidance for Gatherings issued by the California Department of Public Health. Members will primarily participate in the meeting virtually, while practicing social distancing, from individual remote locations.

There are a few options for public participation:

- At the time of the meeting, listen to the meeting audio stream through sandag.org
- Submit comments via email to clerk@sandag.org
- Observe the meeting via Zoom
- To participate via Zoom webinar, click the link to join the meeting: https://zoom.us/j/93295397421
- To participate via Telephone, dial a number based on your current location:

US: +1 669 900 6833 or 932 953 97421# or +1 346 248 7799 or +1 253 215 8782 or +1 301 715 8592 or +1 312 626 6799 or +1 929 205 6099

The Webinar ID is: 932 9539 7421

International numbers available: https://zoom.us/u/abRmcwiqa

SANDAG is relying on commercial technology to broadcast the meeting via Zoom. With the recent increase of virtual meetings, platforms such as Microsoft Teams, WebEx, GoToMeeting, and Zoom are working to scale their systems to meet the new demand. If we experience technical difficulty or you are unexpectedly disconnected from the broadcast, please close and re-open your browser and click the link to re-join the meeting. SANDAG staff will take all possible measures to ensure a publicly accessible experience. Please note that the meeting will continue to be broadcast audio-only via the "Listen to the meeting" link on sandag.org.

Public Comments: 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 clerk@sandag.org (please reference: "July 17, Joint Meeting" in your subject line and identify the item number(s) to which your comments pertain). Comments received by 4 p.m. on Thursday, July 16, will be provided to members prior to the meeting. If you desire to provide a live verbal comment during the meeting, please join the Zoom meeting either by computer or phone. At the time for public comments, members of the public will be advised to 'Raise Hand' if they wish to provide comments. The 'Raise Hand' feature can be found on the Zoom toolbar for those who join via computer or by entering *9 for those who join via telephone only. The Chair will call on members of the public by name for those joining via a computer and by the last three digits of your telephone number for those joining via telephone. All comments received prior to the close of the meeting will be made part of the meeting record.

Welcome to SANDAG. Members of the public may speak to the Transportation Committee, Regional Planning Committee, and Borders Committee on any item at the time the Committee is considering the item. Public speakers are limited to three minutes or less per person. The Committees may only take action on any item appearing on the agenda.

In order to keep the public informed in an efficient manner and facilitate public participation, SANDAG also provides access to all agenda and meeting materials online at sandag.org/meetings. Additionally, interested persons can sign up for email notifications at sandag.org/subscribe.

SANDAG operates its programs without regard to race, color, and national origin in compliance with Title VI of the Civil Rights Act. SANDAG has developed procedures for investigating and tracking Title VI complaints, and the procedures for filing a complaint are available to the public upon request. Questions concerning SANDAG nondiscrimination obligations or complaint procedures should be directed to the SANDAG General Counsel, John Kirk, at (619) 699-1997 or john.kirk@sandag.org. Any person who believes himself or herself or any specific class of persons to be subjected to discrimination prohibited by Title VI also may file a written complaint with the Federal Transit Administration.

In compliance with the Americans with Disabilities Act (ADA), SANDAG will accommodate persons who require assistance in order to participate in SANDAG meetings. If such assistance is required, please contact the SANDAG ADA Coordinator, the Director of Diversity and Equity, at (619) 699-1900, at least 72 hours in advance of the meeting. To request this document or related reports in an alternative format, please call (619) 699-1900 or (619) 699-1904 (TTY), or fax (619) 699-1905.

SANDAG agenda materials can be made available in alternative languages. To make a request, call (619) 699-1900 at least 72 hours in advance of the meeting.

Los materiales de la agenda de SANDAG están disponibles en otros idiomas. Para hacer una solicitud, llame al (619) 699-1900 al menos 72 horas antes de la reunión.

如有需要, 我们可以把SANDAG议程材料翻译成其他語言.

请在会议前至少 72 小时打电话 (619) 699-1900 提出请求.

Closed Captioning is available

To access Closed Captioning: click the closed caption icon on the toolbar at the top of your screen and follow the prompts. The closed captioning will be shown at the bottom of your screen. Or, open your browser and paste the link: https://www.streamtext.net/player?event=SANDAG-Joint

Mission Statement

The 18 cities and county government are SANDAG serving as the forum for regional decision-making. SANDAG builds consensus; makes strategic plans; obtains and allocates resources; plans, engineers, and builds public transit; and provides information on a broad range of topics pertinent to the region's quality of life.

San Diego Association of Governments · 401 B Street, Suite 800, San Diego, CA 92101-4231
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Joint Meeting
Transportation, Regional Planning, and Borders Committees

Friday, July 17, 2020

Item No.		Action
1.	**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 Transportation, Regional Planning, and Borders Committees on any issue within the jurisdiction of SANDAG that is not on this agenda. Other public comments will be heard during the items under the heading "Reports."	
2.	**Executive Director's Report** *Hasan Ikhrata, SANDAG* An update on key programs, projects, and agency initiatives, including the agency's response to COVID-19, San Diego Forward: The 2021 Regional Plan, and the Airport Connectivity project, will be presented.	Discussion
	Report	
+3.	**What We Are Learning from COVID-19 and How It Could Impact Transportation Planning in the San Diego Region** *Antoinette Meier; Elisa Arias, and Ray Major, SANDAG* *Matt Tucker, North County Transit District* *Sharon Cooney, Metropolitan Transit System* An overview of regional economic and transportation impacts of COVID-19 will be presented.	Discussion/Possible Action
4.	**Continued Public Comments** If the five-speaker limit for public comments was exceeded at the beginning of this agenda, other public comments will be taken at this time. Subjects of previous agenda items may not again be addressed under public comment.	
5.	**Upcoming Meetings** The next Transportation, Regional Planning, and Borders Committees meeting will be a joint meeting and it is scheduled for Friday, August 7, 2020, at 9 a.m.	Information
6.	**Adjournment**	

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Item 4.J

Report out of WRCOG Representatives on Various Committees

Attachment 3

CALCOG Board of Directors meeting agenda of July 1, 2020

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California Association of Councils of Governments

Effective Regions Through Partnership

BOARD OF DIRECTORS

MEETING AGENDA

July 1, 2020

1:00 pm to 2:30 pm

Zoom
Join Zoom Meeting via laptop, computer, or smartphone by clicking:

https://zoom.us/j/6334525293

Meeting ID: 633 452 5293
Password: CALCOG

*Follow prompts for connecting audio and video

CALL-IN INFORMATION

Phone: 1-669-900-6833
Meeting ID: 633 452 5293
Password: 976112

Audio can be accessed via phone or through your computer's speakers/mic. If you are using video, its generally better to use your computer's microphone. The popup to make your selection defaults to your computer audio –
If you use your phone, you must select the phone tab in the popup to access full instructions for accessing audio by phone.

AGENDA

TIME	ITEM	DESCRIPTION	PURPOSE	PAGE
1:00 pm	1	**Welcome, Virtual Meeting Protocols, & Roll Call** To speed the process, we take roll as you enter the Zoom meeting. For member agency staff monitoring the meeting, we ask that you turn off your video.		
1:05 pm	2	**Approval of the Minutes**	Action	3
1:07 pm	3	**Executive Directors Report.** An overview of recent activities and how the work program is being implemented in these extraordinary times	Information	6
		POLICY ISSUES		
1:15 pm	4	**Addressing Racism, Equity & Fairness.** Check-in on how members are dealing with these issues and begin the conversation with how CALCOG moves forward.	Discussion	7
1:45 pm	5	**Legislative Update.** An update on the bills that we have taken action on.	Action	12
1:50 pm	6	**Briefing on Regulatory Advocacy**	Discussion	16
		ORGANIZATIONAL ISSUES		
2:00 pm	7	**Current Financials.**	Information	18
2:05 pm	8	**Budget and Dues Schedule for FY 20-21.** For board approval	Action	21
2:20 pm	9	**Officer Slate.** A proposal to extend the term of the current officers for another year.	Action	26
2:30 pm	10	**Final Announcements & Adjourn.**		

Establishing Quorum. A quorum requires a majority of active directors. A member has an active director when it has had a representative attend a board meeting within the last twelve months (including attendance at the current meeting). Staff develops a list of active members prior to each meeting and makes adjustments to the count if a formerly inactive member attends the current meeting.

Item 4.J
Report out of WRCOG Representatives on Various Committees

Attachment 4
SAWPA OWOW Steering Committee meeting agenda of July 23, 2020

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One Water One Watershed

…A United Voice for the Santa Ana River Watershed

OWOW Steering Committee Members

Kati Parker, Convener | SAWPA Commissioner
Kelly E. Rowe, SAWPA Commissioner
Doug Chaffee, Orange County Supervisor
Karen Spiegel, Riverside County Supervisor
Curt Hagman, San Bernardino County Supervisor
Rusty Bailey, Mayor, City of Riverside
Jose Solorio, Councilmember, City of Santa Ana
James Hessler, Altman Plants
Garry W. Brown, Orange County Coastkeeper
Linda Ackerman, Regional Water Quality Control Board
Deborah Robertson, Mayor, City of Rialto

PURSUANT TO THE PROVISIONS OF EXECUTIVE ORDER N-25-20 ISSUED BY GOVERNOR GAVIN NEWSOM ON MARCH 12, 2020, AND EXECUTIVE ORDER N-29-20 ISSUED BY GOVERNOR GAVIN NEWSOM ON MARCH 17, 2020, ANY COMMITTEE MEMBER MAY CALL INTO THE COMMITTEE MEETING WITHOUT OTHERWISE COMPLYING WITH THE BROWN ACT'S TELECONFERENCING REQUIREMENTS.

VIRTUAL ACCESSIBILITY FOR THE GENERAL PUBLIC:

Due to the spread of COVID-19, and until further notice, the Santa Ana Watershed Project Authority will be holding all upcoming Board and Committee meetings by teleconferencing and virtually through Zoom.

This meeting will be accessible as follows:

Meeting Access Via Computer (Zoom)*:	Meeting Access Via Telephone*:
• https://sawpa.zoom.us/j/92015188715	• 1 (669) 900-6833
• Meeting ID: 920 1518 8715	• Meeting ID: 920 1518 8715
***Participation in the meeting via the Zoom app (a free download) is strongly encouraged; there is no way to protect your privacy if you elect to call in by phone to the meeting.**	

All votes taken during this meeting will be conducted by oral roll call.

REGULAR MEETING OF THE

OWOW STEERING COMMITTEE

Thursday, July 23, 2020 – 11:00 a.m.

AGENDA

1. **CALL TO ORDER | PLEDGE OF ALLEGIANCE (Kati Parker, Convener)**

2. **PUBLIC COMMENTS**
Members of the public may address the Committee on items within the jurisdiction of the Committee; however, no action may be taken on an item not appearing on the agenda unless the action is otherwise authorized by Government Code §54954.2(b).

3. APPROVAL OF MEETING MINUTES: May 28, 2020

4. BUSINESS ITEMS

A. Proposition 1 Round 1 Integrated Regional Water Management (IRWM) Final Funding Award (SC#2020.14)

Presenter: Ian Achimore
Recommendation: Receive and file.

B. Final Report from Departing CivicSpark Water Resiliency Fellows (SC#2020.13)

Presenter: Rick Whetsel
Recommendation: Receive and file.

C. Disadvantaged Communities Involvement (DCI) Program Status (SC#2020.12)

Presenter: Mark Norton
Recommendation: Receive and file.

5. COMMITTEE MEMBERS' COMMENTS

6. REQUEST FOR FUTURE AGENDA ITEMS

7. ADJOURNMENT

PLEASE NOTE:
Americans with Disabilities Act: Meeting rooms are wheelchair accessible. If you require any special disability related accommodations to participate in this meeting, please contact (951) 354-4220 or kberry@sawpa.org. Notification at least 48 hours prior to the meeting will enable staff to make reasonable arrangements to ensure accessibility for this meeting. Requests should specify the nature of the disability and the type of accommodation requested.

Materials related to an item on this agenda submitted to the Commission after distribution of the agenda packet are available for public inspection during normal business hours at the SAWPA office, 11615 Sterling Avenue, Riverside, and available at www.sawpa.org, subject to staff's ability to post documents prior to the meeting.

Declaration of Posting

I, Kelly Berry, Clerk of the Board of the Santa Ana Watershed Project Authority declare that on July 14, 2020, a copy of this agenda has been uploaded to the SAWPA website at www.sawpa.org and posted at the SAWPA office, 11615 Sterling Avenue, Riverside, California.

/s/
____
Kelly Berry, CMC

Item 4.K

Western Riverside Council of Governments
Executive Committee

Staff Report

Subject: **Records Retention Schedule Update**

Contact: **Janis Leonard, Administrative Services Manager, jleonard@wrcog.us, (951) 405-6702**

Date: **August 3, 2020**

The purpose of this item is to *update WRCOG's Records Retention Schedule, adding new Types of Records and updating various Government Codes in order to keep WRCOG compliant with current law.*

Requested Action:

1. Receive and file.

Current policy provides the Executive Director (and designee) ongoing authority to update the Schedule as needed to stay in compliance with state and federal laws and to make administrative changes as needed.

The Schedule has been updated to include the following new Types of Records:

1. Behested Payment Report
2. Routine Employee Medical Records
3. At-will and Temporary Employee Employment Agreements
4. Public Safety Certifications
5. Lobbying or Lobbyist Forms
6. Promotional Marketing Materials
7. PACE Documents
8. Settlement Agreements

Prior Action:

None.

Fiscal Impact:

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

Attachment:

1. Redlined Records Retention Schedule.

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Item 4.K
Records Retention Schedule Update

Attachment 1
Redlined Records Retention Schedule

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Destruction of any WRCOG record shall be administered by the Executive Director, or his designee, unless otherwise required by law.

Type of Record	Category	Description or Example of Record	Legal Authority	Minimum Legal Retention Period
Accident / Illness Reports	Administration	Exempt from public disclosure; for Employee Medical Records & Employee Exposure Records regarding exposure to toxic substances or harmful physical agents -- includes Material Safety Data Sheets (MSDS). Does NOT include records of health insurance claims maintained separate from employer's records; first aid records of one-time treatments for minor injuries; records of employees who worked less than one (1) year if records are given to employee upon termination.	GC 6254(c) 8 CCR 3204(d)(1)(A)(B)	Length of employment plus 30 years.
Accidents / Damage to WRCOG Property	Administration	Risk management administration.	CCP 337.15	10 years.
Accounting Records – General Ledger	Finance	General Ledger.	CCP 337 Sec. of State Local Gov't. Records Retention Guidelines.	Until audited + 4 years. Published articles show 4 – 7 years retention as typical. Sec. of State Guidelines recommends permanent retention.

Legal Authority Abbreviations

CCP	Code of Civil Procedure (California)	GC	Government Code (California)	LC	Labor Code (California)
CCR	California Code of Regulations	H&S	Health & Safety Code	PC	Penal Code (California)
CRF	Code of Federal Regulations	IRC	Internal Revenue Code	R&TC	Revenue & Taxation Code (California)
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Type of Record	Category	Description or Example of Record	Legal Authority	Minimum Legal Retention Period
Accounting Records – Permanent Books of Accounts	Finance	Records showing items of gross income, receipts and disbursement (including inventories, per IRS regulations).	26 CFR 1.6001-1(c) & (e)	Permanent.
Accounts Payable	Finance	Journals, statements, asset inventories, account postings with supporting documents, vouchers; investments, invoices and back-up documents, purchase orders, petty cash, postage, PERS reports, check requests, etc. Expense reimbursements to employees & officers; travel expense reimbursements or travel compensation.	CCP 337 26 CFR 31.6001-1(e)(2) Sec. of State Local Gov't. Records Mgmt. Guidelines recommendation.	Until audited + 4 years. 7 years after date of payment.
Accounts Receivable	Finance	Receipts for deposited checks, coins, currency; checks received, reports, investments, receipt books, receipts, cash register tapes, payments for fees, permits, etc.	CCP 337 26 CFR 31.6001-1(e)(2) Sec. of State Local Gov't Records Mgmt. Guidelines recommendation.	Until audited + 4 years.
Affidavits of Publication / Posting	Administration	Legal notices for public hearings, publication of ordinances, etc.	GC § 26202	2 years.

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Type of Record	Category	Description or Example of Record	Legal Authority	Minimum Legal Retention Period
Agency Report of Public Official Appointments (FPPC Form 806)	Administration	Report of additional compensation received by agency officials when appointing themselves to committees, boards or commissions of other public agencies, special districts, joint powers agencies or joint powers authorities. Current report must be posted on the agency's website.	FPPC Reg. 18702.5(b)(3) GC § 26202	Recommended retention: Keep a paper copy of report for 2 years after removal from the agency's website.
Agenda / Agenda Packets	Administration	Original agendas / special meeting notices / certificates of posting, etc. - Board of Directors meetings.	GC § 26202 Sec. of State Local Gov't Records Mgmt. Guidelines recommendation.	Current + 2 years.
Agenda reports (staff reports)	Administration	Documentation received, created and/or submitted to Board of Directors.	GC § 26202 Sec. of State Local Gov't Records Mgmt. Guidelines recommendation.	Current + 2 years.

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Destruction of any WRCOG record shall be administered by the Executive Director, or his designee, unless otherwise required by law.

Type of Record	Category	Description or Example of Record	Legal Authority	Minimum Legal Retention Period
Agreements (see also Contracts)	Administration	Original contracts and agreements and back-up materials, including leases, license agreements, service / maintenance contracts, etc. Original contracts / agreements regarding the development of real property, design, specifications, surveying, planning, supervision, testing, or observation of construction or improvement to real property; may include records of retention releases, retention withheld, change orders, etc.	CCP 337 CCP 337.2 CCP 343 CCP 337.15	4 years after termination/ completion. 10 years after termination / completion.
Annexations / Reorganizations	Development	Notices, Resolutions, Certificates of Completion.	GC 26202 GC 60201(d)(1) requires special districts to keep these records permanently.	Permanent.
Annual Financial Report	Finance	May include independent auditor analysis.	GC 26202 Sec. of State Local Gov't Records Mgmt. Guidelines recommendation.	Until audited + 7 years.

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Destruction of any WRCOG record shall be administered by the Executive Director, or his designee, unless otherwise required by law.

Type of Record	Category	Description or Example of Record	Legal Authority	Minimum Legal Retention Period
Appraisals	Development	For real property owned by WRCOG – Not a public record until real estate transaction is complete.	GC 26202 GC 6254(h)	2 years.
Articles of Incorporation	Administration	Articles of Incorporation.	GC 26202 GC 60201(d)(1) requires special districts to keep these records permanently.	Permanent.
Audit Reports	Finance	Internal and/or external reports; financial services; independent auditor analysis.	GC 26202 CCP 337, 343 Sec. of State Local Gov't Records Mgmt. Guidelines recommendation.	Current + 4 years. Sec. of State Guidelines recommend permanent retention.
Audit Hearing or Review	Finance	Documentation created and or received in connection with an audit hearing or review.	GC 26202	2 years.
Bank Account Reconciliations	Finance	Bank statements, receipts, certificates of deposit, etc.	26 CFR 31.6001-1(e)(2)	4 years. Sec. of State Guidelines recommended retention until audited + 5 years.

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Type of Record	Category	Description or Example of Record	Legal Authority	Minimum Legal Retention Period
Behested Payment Report (FPPC Form 803)	Administration	GFPPC form used by elected officials to disclose payments made at their behest ($5,000 or more from same source) for legislative, governmental, or charitable purposes.	GC 81009; 82015(b)(2)(B)(iii)	7 years.
Bids, Successful	Development	Includes plan and specifications; notices / affidavits.	GC 26202 CCP 337, 337.1	4 years.
Bids, Unsuccessful	Development	Unsuccessful bid packages only.	GC 26202.1	2 years.
Bonds	Finance	Authorization / public hearing records / prospectus / proposals / certificates / notices (transcripts) / registers / statements.	CCP 337.5	Upon cancellation, redemption, or maturity + 10 years.
Bonds – Paid / Cancelled	Finance	Paid or cancelled bonds; warrant certificates; interest coupons.	CCP 337.5; GC § 26907.1	10 years.
Bonds – Unsold / Unused	Finance	Unsold / unused bonds.	GC 26202	2 years.
Bonds – Final	Finance	Final bond documentation; monthly statement of transactions; supporting documents.	CCP 337.5	Upon cancellation, redemption, or maturity + 10 years.
Bonds, Development	Finance	Housing; Industrial Development.	CCP 337.5	Upon cancellation, redemption, or maturity + 10 years.

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Type of Record	Category	Description or Example of Record	Legal Authority	Minimum Legal Retention Period
Bonds, Surety	Finance	Documentation created and/or received in connection with the performance of work / services for the District.	CCP 337	4 years.
Brochures / Publications	Administration	Retain selected documents only for historic value.	GC 26202	2 years.
Budget, Annual	Finance	Annual operating budget approved by WRCOG.	GC 26202 Sec. of State Local Gov't. Records Mgmt. Guidelines recommendation.	Sec. of State recommends permanent retention.
Cal-OSHA	Administration	Log of work-related injuries & illnesses (Form 300), Annual Summary (Form 300A), Incident reports (Form 301).	LC 6410 8 CCR 14300.33	5 years.
California State Tax Records	Finance	Forms filed annually; quarterly and year-end reports.	R&TC 19530 R&TC 19704	6 years.
Capital Improvements, Construction	Public Works	Records on planning, design, construction, conversion or modification of WRCOG-owned facilities, structures and systems.	GC 26202 H&S 19850 Sec. of State Local Gov't. Records Mgmt. Guidelines recommendation.	Permanent.

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Type of Record	Category	Description or Example of Record	Legal Authority	Minimum Legal Retention Period
Checks – WRCOG-issued	Finance	WRCOG checks paid – expense reimbursement to employees; payments to independent contractors, etc. Includes check copies; canceled or voided checks; electronic versions of checks. WRCOG checks paid to vendors; other WRCOG payments. Includes check copies; canceled or voided checks; electronic versions of checks.	GC 60201(d)(12) requires special districts to keep these records permanently. CCP 337 Sec. of State Local Gov't. Records Mgmt. Guidelines recommendation. CCP 337 26 CFR 31.6001-1(e)(2)	Permanent Until audited + 4 years.
Citizen Feedback	Administration	General correspondence.	GC 26202	2 years.
Claims Filed Against WRCOG	Administration	Paid / Denied.	GC 60201(d)(4) requires special districts to keep these records permanently. GC 26202	Permanent

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Type of Record	Category	Description or Example of Record	Legal Authority	Minimum Legal Retention Period
Complaints / Miscellaneous	Administration	Miscellaneous complaints, not related to specific lawsuits involving WRCOG and not otherwise specifically covered by the retention schedule.	GC 26202	2 years.
Comprehensive Annual Financial Reports (CAFR)	Finance	May include independent auditor analysis; Finance.	GC 26202 CCP 337	Until audited + 4 years.
Conflict of Interest Code	Administration	Conflict of Interest Code – required under Political Reform Act; must be reviewed by October 1st of every even-numbered year and amended within 90 days of review, if necessary.	GC 87300, et seq.	Permanent.
Contracts (see also Agreements)	Administration	Original contracts and agreements and back-up materials, including leases and settlement agreements. Original contracts / agreements regarding the development of real property, design, specifications, surveying, planning, supervision, testing, or observation of construction or improvement to real property.	CCP 337 CCP 337.2 CCP 337.15	4 years after termination / completion. 10 years after termination / completion.

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Type of Record	Category	Description or Example of Record	Legal Authority	Minimum Legal Retention Period
Correspondence	Administration	General correspondence, including letters and e-mail; various files, not otherwise specifically covered by the retention schedule.	GC 26202	2 years.
Credit Cards, WRCOG-owned	Finance	Credit card bills or statements, and other records related to use of WRCOG-owned credit cards.	GC 60201(d)(12) requires special districts to keep these records permanently.	Permanent.
Deeds, Real Property (Grant Deeds)	Development	File with recorded documents; originals may not be destroyed.	GC 26202 Sec. of State Local Gov't. Records Mgmt. Guidelines recommendation.	Permanent.
Deferred Compensation Reports	Finance	Finance – pension / retirement funds.	29 CFR 516.5 29 CFR 1627.3 Sec. of State Local Gov't. Records Mgmt. Guidelines recommendation.	Termination + 5 years.
Demographic / Statistical Data	Administration		GC 26202	Current + 2 years.

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Type of Record	Category	Description or Example of Record	Legal Authority	Minimum Legal Retention Period
DMV Driver Information / Driver's Records Reports (DMV Pulls – Notice System)	Administration	Motor vehicle pulls – Personnel – Exempt from public disclosure.	GC 26202 GC 6254(c) VC 1808.1(c) Sec. of State Local Gov't. Records Mgmt. Guidelines recommendation.	Until superseded (should receive new report every 12 months). Sec. of State recommends until termination + 7 years.
Easements, Real Property	Development	File with recorded documents; originals may not be destroyed.	GC 60201(d)(8) requires special districts to keep these records permanently.	Permanent.
EEOC Records (Equal Employment Opportunity Commission)	Human Resources	Records, reports showing compliance with federal equal employment requirements (EEO-4 Reports, etc.).	29 CFR 1602.30	3 years.

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Emails – Official WRCOG Records	Administration	Emails that are created or received in connection with official WRCOG business; show how a WRCOG policy was created or how a decision was made by WRCOG staff; begins, authorizes, or completes an item/transaction of official WRCOG business; documents significant official decisions/commitments reached verbally and not otherwise documented in WRCOG files; etc.	GC 26202 GC 6252(e)	2 years. To be preserved by either (a) printing email and placing printed copy in appropriate file; or (b) electronically moving the email out of WRCOG's email system and storing it on a network drive.
Emails – Not Official WRCOG Records	Personal	Personal messages and announcements not related to official WRCOG business; emails transmitting duplicate documents distributed for convenience or reference; messages containing no substantive information that merely assist the flow of work; and emails containing drafts, notes, interagency or intra-agency memos that are NOT retained in the ordinary course of business.	GC 26202 GC 6254(a)	None. To be deleted from WRCOG personnel inboxes on a daily basis. If required for work, WRCOG personnel are to either print and file the email or create a PDF version and store in electronic folder on WRCOG's network drive.

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Employee Benefits	Administration	Benefit plans (including "cafeteria" and other plans); health insurance programs; records regarding COBRA – extension of benefits for separated employees, insurance policies (health, vision, dental, deferred compensation, etc.).	29 USC 1027 28 CCR 1300.85.1 11 CCR 560 29 CFR 1627.3(b)(2)	For life of plan / policy + 6 years.
Employee Files	Administration	Personnel files – Exempt from disclosure.	GC 12946 GC 6254(c), 29 CFR 1627.3	While current + 3 years.
Employee Information, General	Administration	Name, address, date of birth, occupation.	29 CFR 1627.3(a) LC 1174	3 years.
Employee Information, Payroll	Administration	Rate of pay and weekly compensation earned.	29 CFR 1627.3(a)	7 years.
Employee Information - CEIR	Administration	Personnel – California Employer Information Report (for employers of 100 or more employees).	2 CCR 11013(a), (c)(2) GC 12946	Current + 2 years.
Employee Information & Applicant Identification Records	Administration	Personnel – Data regarding race, sex, national origin of non-hired applicants & employees. (Employee data must be kept separate from personnel files.)	2 CCR 11013(b), (c)(2), (c)(3)	Current + 2 years.

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Employee, Medical & Exposure Records (toxic substances or harmful physical agents)	Administration	Medical records are part of personnel file – not a public record. Includes medical records made or maintained by a physician, nurse, or other health care personnel, or technician pertaining to employees exposed to toxic substances or harmful physical agents. Does not include first-aid records of one-time treatment made on-site by a non-physician or observation of minor scratches, cuts, burns, splinters, etc., which do not involve medical treatment, loss of consciousness, restriction of work or motion, or transfer to another job. (For employees of less than 1 year, no need to retain medical records regarding exposure to toxic substances/harmful physical agents if they are returned to employee upon termination).	GC 6254(c) 29 CFR 1910.1020 8 CCR 3204 (d)(1)(A)(B)	Length of employment + 30 years.
Employee, Medical Records (routine)	Administration	Records of first aid treatment for minor injuries (burns, splinters, etc.); records relating to medical leave taken, etc.	GC 12946, 29 CFR 1627.3	Length of employment + 3 years.

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Employee, Non-safety	Administration	Non-safety employee records may include: Release Authorizations; Certifications; Reassignments; outside employment; commendations, disciplinary actions; terminations; evaluations-pre-employee medicals; fingerprints; identification cards (ID's).	29 CFR 1627.3 GC 12946	Length of employment + 3 years.
Employee Programs	Administration	Includes EAP and Recognition.	GC 26202 GC 12946	Current + 2 years.
Employee, Recruitment	Administration	Alternate lists / logs, ethnicity disclosures, examination materials, examination answer sheets, job bulletins.	GC 12946 GC 26202 29 CFR 1602.31 29 CFR 1627.3	Current + 2 years.
Employee, Reports	Administration	Employee statistics, benefit activity, liability loss.	GC 26202	Current + 2 years.
Employee Rights – General	Administration		GC 12946 29 CFR 1602.14	Length of employment + 2 years.
Employment Agreements – At-Will Employees; Temporary Employees	Administration	Original agreements / contracts for at-will employees or temporary employees	CCP 337, CCP 343	Length of employment + 4 years.

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Employment Applications – Not Hired	Administration	Applications submitted for existing or anticipated job openings, including any records pertaining to failure or refusal to hire applicant.	GC 12946 29 CFR 1627.3(b)(1)(i)	2 years.
Employment Eligibility Verification (I-9 Forms)	Administration	Federal Immigration and Nationality Act.	8 USC 1324a (b)(3)	3 years after date of hire, or 1 year after date of termination, whichever is later.
Employment - Personnel (by name)	Administration	Paperwork documenting internal and external training.	GC 12946	Length of employment + 2 years.
Employment - Public Safety Certifications	Administration	Certification / designations	GC 26202	Length of employment + 2 years.
Employment - Surveys and Studies	Administration	Includes classification, wage rates	29 CFR 516.6(a)(2)	2 years
Employment – Training Records, Non-Safety	Administration	Volunteer program training – class training materials, internships.	GC 26202 GC 12946	Length of employment + 2 years.
Employment – Vehicle Mileage Reimbursement Rates	Administration	Annual mileage reimbursement rates.	GC 26202	Until superseded.
Environmental Quality Air Quality (AQMD)	Development	Participants / voucher logs, Total Daily Mileage Survey (TDM); various local authorities; Commute Alternative.	CCP 338(k) GC 26202	3 years.

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Environmental Quality Asbestos	Development	Documents, abatement projects, public buildings.	GC 26202	Permanent.
Environmental Quality California Environmental Quality Act (CEQA)	Development	Exemptions, Environmental Impact Report, Mitigation monitoring, negative declaration, notices of completion and determination, comments, statements of overriding considerations.	GC 26202 CEQA Guidelines	Permanent.
Environmental Quality Congestion Management	Development	Ride sharing, trip management.	GC 26202	Completion + 2 years.
Environmental Quality Environmental Review	Development	Correspondence, consultants, issues, conservation.	GC 26202	Completion + 2 years.
Environmental Quality Pest Control	Development	Pesticide applications, inspections and sampling documents.	GC 26202	Completion + 2 years.
Environmental Quality Soil	Development	Analysis, construction recommendations.	GC 26202	Completion + 2 years.
Environmental Quality Soil Reports	Development	Final Reports.	GC 26202	Permanent.
ERISA Records (Employee Retirement Income Security Act)	Administration	Employee Retirement Income Security Act of 1974 - plan reports, certified information filed, records of benefits due.	29 USC 1027	6 years after date filed.

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Ethics Training Records	Administration	Records required to be kept. Records must show dates that local officials and designated staff satisfied the training requirements and the entity that provided the training.	GC 53235.2	5 years after receipt of training.
Family and Medical Leave Act	Administration	Records of leave taken, WRCOG policies relating to leave, notices, communications relating to taking leave.	29 CFR 825.500 GC 12946	While employed +3 years (Federal) or 2 years (State).
Federal Tax Records	Finance	May include as attachments copies of Forms 1095-C, 1096, 1099, W-4 and W-2.	26 CFR 31.6001.1-4 26 CFR 31.6001-1(e)(2) 29 CFR 516.5-516.6	Current + 4 years.
Fixed Assets Inventory	Finance	Reflects purchase date, cost, account number.	GC 26202 CCP 337, 343	Until audited + 4 years.
Fixed Assets Surplus Property	Finance	Auction; disposal – Listing of property; sealed bid sales of equipment.	GC 26202 CCP 337, 343	Until audited + 4 years.
Fixed Assets Vehicle Ownership & Title	Finance	Title transfers when vehicle is sold.	VC 9900 et. seq.	Until sold.
Fund Transfers	Finance	Internal; bank transfers & wires.	CCP 337; 26 CFR 41.6001-1(e)(2)	Until audited + 4 years.

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General Ledgers	Finance	All annual financial summaries – all agencies.	GC 26202 CCP 337 Published articles show 4 – 7 years retention as typical	Until audited + 4 years. Sec. of State Guidelines recommends permanent retention.
Gift to Agency Report (FPPC Form 801 / 802)	Administration	Tickets / Passes --- FPPC form showing payment or donation made to the agency or to an agency official and which can be accepted as being made to the agency.	2 CCR 18944; 18944.1; and 18950.1; FPPC Fact Sheet: "Gifts to an Agency – Part 2	Must be posted on the agency website for 4 years. Copy must be posted on WRCOG website.
Gifts / Bequests	Finance	Receipts or other documentation.	GC 26202	Until completed + 2 years.
Grants – Successful Community Development Block Grant (CDBG); Urban Development; other Federal and State grants	Development	Grant documents and all supporting documents: applications, reports, contracts, project files, proposals, statements, sub-recipient dockets, environmental review, inventory, consolidated plan, etc.	GC 26202 24 CFR 570.502 24 CFR 85.42	Until completed + 4 years.
Grants – Unsuccessful	Development	Applications; Documents showing rejection or denial of application.	GC 26202	2 years.
Information Systems – Internet	Administration	Management, policies and supporting documentation.	GC 26202, 34090	Until superseded + 2 years.

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RECORDS RETENTION SCHEDULE
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS

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Type of Record	Category	Description or Example of Record	Legal Authority	Minimum Legal Retention Period
Information Systems – Inventory	Administration	Hardware / software inventory logs; systems manuals.	GC 26202, 34090	Until superseded + 2 years.
Insurance	Finance	Personnel-related.	GC 26202	Current + 2 years.
Insurance, Joint Powers Agreement	Finance	Accreditation, MOU, agreements and agendas.	GC 26202 Sec of State Guidelines.	Current + 2 years. Sec. of State recommends permanent retention.
Insurance Certificates, WRCOG	Finance	Liability, performance bonds, employee bonds, property; Insurance certificates filed separately from contracts, includes insurance filed by licensees.	GC 26202 Sec of State Guidelines.	Current + 2 years Sec. of State recommends permanent retention.
Insurance, Liability / Property	Finance	May include liability, property, Certificates of Participation, deferred, use of facilities.	GC 26202 Sec of State Guidelines.	Current + 2 years Sec. of State recommends permanent retention.
Insurance, Risk Management Reports	Finance	Federal OSHA Forms; Loss Analysis Report; Safety Reports; Actuarial Studies.	29 CFR 1904.44 GC 26202	5 years (Federal); 2 years (State).
Investment Reports, Transactions	Finance	Summary of transactions, inventory and earnings report	GC 26202 CCP 337 Sec of State Guidelines.	Permanent.

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Invoices	Finance	Invoices from vendors and back-up documents.	CCP 337 26 CFR 31.6001-1(e)(2) Sec. of State Local Gov't Records Mgmt. Guidelines recommendation.	Until audited + 4 years.
Job Descriptions	Human Resources	Descriptions of duties, qualifications, responsibilities for each position / classification / job title.	29 CFR 1627.3	While current + 3 years.
Lease Agreement	Administration	Property or equipment.	CCP 337 CCP 337.2 CCP 343	Until terminated + 4 years.
Legal Notices / Affidavits of Publication	Administration	Notices of public hearings, proof of publication of notices.	GC 26202	Current + 2 years.
Legal Opinions	Administration	Confidential – not for public disclosure (attorney-client privilege).	GC 26202	Until superseded + 2 years.
Litigation	Administration	Case files.	GC 26202	Until settled or adjudicated + 2 years.

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Lobbying or Lobbyist Forms (FPPC forms)	Administration	FPPC Form 602 – Lobbying Firm Activity Authorization; FPPC Form 635 – Report of Lobbyist Employer & Report of Lobbying Coalition – forms used when employing or contracting with a lobbying firm.	FPPC Reg. 18615(d)	5 years.
Maintenance Manuals	Administration	Equipment service/maintenance.	GC 26202	Current + 2 years.
Maintenance / Repair Records	Administration	Equipment.	GC 26202	2 years.
Marketing, Promotional	Administration	Brochures, announcements, etc.	GC 34090	2 years.
Minutes	Administration	General Assembly and Executive Committee – Minutes of meetings. Documents may be imaged immediately.	GC 26202, 60201	Permanent.
Notices – Public Meetings	Administration	Special Meetings.	GC 26202	2 years.
OSHA	Administration	OSHA 300 Log, privacy case list, OSHA 300A annual summary, OSHA 301 incident report forms.	LC 6410 8 CCR 14300.33 29 CFR 1904.33	5 years.

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OSHA (Accident / Illness Reports)	Administration	Personnel – Employee Exposure Records & Employee Medical Records regarding exposure to toxic substances exempt from disclosure.	LC 6410 8 CCR 14307 8 CCR. 3204(d)(1)(A) GC 6254(c)	Duration of employment + 30 years.
PACE Documents	Administration	Recorded PACE assessments.	GC 26202	Complete + 2 years.
Payroll – Federal / State Reports	Finance	Annual W-2's, W-4's, Form 1099s, etc.; quarterly and year-end reports.	29 USC 436 26 CFR 31.6001-4 R&TC 19530 R&TC 19704 26 USC 6001 26 CFR 301.6501(a)-1 26 CFR 31.6001-1(e) 29 CFR 516.5 – 516.6	6 years.

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Payroll Deduction / Authorizations	Finance	Finance.	29 CFR 516.6(c) Sec. of State Local Gov't. Records Mgmt. Guidelines recommendation.	Termination + 4 years.
Payroll records	Finance	Records that specify compensation paid to employees, officers.	Sec. of State Local Gov't. Records Mgmt. Guidelines recommendation for local agency checks that include payroll.	Audit + 5 years.
Payroll records – employee information	Finance	Records showing employee information/data – names, addresses, etc.	29 CFR 516.5 LC 1174(d)	3 years from date of last entry.
Payroll records, terminated employees	Finance	Finance files.	29 CFR 516.5	7 years from date of last entry.
Payroll, registers	Finance	Payroll registers, payroll reports Registers that show labor costs by employee and program.	29 CFR 516.5(a) LC 1174(d) GC 60201 Sec. of State Local Gov't. Records Mgmt. Guidelines.	7 years from date of last payment. Sec of State recommends Permanent retention.

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Payroll, time cards / sheets	Finance	Employee	29 C.F.R. 516.6 Labor Code § 1174 Sec. of State Local Gov't. Records Mgmt. Guidelines.	3 years from date of last entry Sec. of State Guidelines recommendation until audited + 6 years.
Payroll – Wage Rates / Job Classifications	Finance	Employee records.	LC 1197.5(d) LC 1174(d) GC 12946 29 CFR 516.6 29 CFR 1602.4 29 CFR 1627.3	While current + 3 years.
PERS – Employee Benefits	Human Resources	Retirement Plan – annual reports required to be filed under ERISA PERS Employee benefit plan – original documents or copies.	29 USC 1027 29 CFR 1627.3(b)(2) GC 26202	Termination + 2 years.
Personnel Policies -- Rules and Regulations	Human Resources	Including employee handbooks, employee manuals, and other policies / procedures.	29 CFR 516.6 29 CFR 1627.3(a)	Current + 3 years.

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Personnel Records	Human Resources	Other records (not payroll) job applications, resumes, records relating to promotion, demotion, transfer, lay-off, termination; results of employment tests, etc.	GC 12946 29 CFR 1627.3	Current + 2 years.
Petitions	Administration	Submitted to legislative bodies.	GC 26202	Current + 2 years.
Policies, Procedures – Administrative	Administration	All policies and procedures, directives rendered by the General Assembly, Executive Committee or other committee not assigned a resolution number; includes procedure manuals; does NOT include personnel or employee related policies / procedures.	GC 26202	Current + 2 years.
Policies, Non-administrative Board	Administration	Original policies adopted by the General Assembly, Executive Committee or other committee.	GC 26202	Current + 2 years.
Political Support / Opposition, Requests & Responses	Administration	Related to legislation.	GC 26202	2 years.
Press Releases	Administration	Related to WRCOG actions / activities.	GC 26202	2 years.
Property, Abandonment	Development	Buildings, condemnation, demolition.	GC 26202	Permanent.

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Property Acquisition / Disposition	Development	WRCOG owned. Supporting documents regarding sale, purchase, exchange, lease or rental of property by WRCOG.	CCP 337.15	10 years.
Public Records Request	Administration	Requests from the public to inspect or copy public documents.	GC 26202	2 years.
Public Records Request – Responsive Records WITHHELD	Administration	Records responsive to a request from the public to inspect or copy public documents which were withheld under privilege or protection from the requester.	GC 26202	2 years after the request has been denied in writing (and longer if the documents are required to be retained longer under the retention schedule).
Purchasing RFQ's, RFP's	Finance	Requests for Qualifications; Requests for Proposals regarding goods and services.	GC 26202	Current + 2 years.
Purchasing, Requisitions, Purchase Orders	Finance	Original Documents.	GC 26202CCP 337	Until audited + 4 years.
Recordings – audio (e.g., for preparation of meeting minutes)	Administration	General Assembly / Executive Committee – recordings of public meetings made for whatever purpose ant the request of the local agency.	GC 54953.5(b)	Minimum of 30 days.

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Legal Authority Abbreviations

CCP	Code of Civil Procedure (California)	GC	Government Code (California)	LC	Labor Code (California)
CCR	California Code of Regulations	H&S	Health & Safety Code	PC	Penal Code (California)
CRF	Code of Federal Regulations	IRC	Internal Revenue Code	R&TC	Revenue & Taxation Code (California)
EC	Elections Code (California)	IRS	Internal Revenue Service	USC	United States Code

Destruction of any WRCOG record shall be administered by the Executive Director, or his designee, unless otherwise required by law.

Type of Record	Category	Description or Example of Record	Legal Authority	Minimum Legal Retention Period
Recordings – routine video monitoring, telephone, and radio communications	Administration	Routine daily recording of telephone communications & radio communications; recordings of routine video monitoring, monitoring systems, or building security systems.	GC 26202.6	Videos – 1 year; Phone & Radio communications – 100 days (destruction must be approved by legislative body and with written consent of agency attorney). If recordings relate to a claim or pending litigation, they must be preserved until the matter is resolved. If another record of the video recording is kept (written minutes or audio recording), video needs to be kept for only 90 days after the recorded event.
Recordings, videotaped or digitally recorded – meetings of legislative bodies	Administration	Videotapes or digital recordings of public meetings made by or at the direction of WRCOG (e.g., General Assembly meetings; Executive Committee meetings).	GC 54953.5	Minimum 30 days.
Recordings, videotaped or digitally recorded – other events (Duplicate – See Description or Example of Record)	Administration	Other than videotapes or digital recordings of public meetings; Considered duplicate records if another record of the same event is kept (i.e., written minutes or audio recording).	GC 53161 85 Ops. Cal. Atty. Gen. 256 (2002)	Minimum 90 days after event is recorded; if another record of the same event is kept (e.g., written minutes).

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Legal Authority Abbreviations

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Destruction of any WRCOG record shall be administered by the Executive Director, or his designee, unless otherwise required by law.

Type of Record	Category	Description or Example of Record	Legal Authority	Minimum Legal Retention Period
Records Management Disposition / Destruction Certification	Administration	Documentation of final disposition / destruction of records.	GC 26202	Permanent.
Records Retention Schedules	Administration	Records Retention Schedules	GC 26202	Current + 2 years.
Recruitments and Selection	Administration	Records relating to hiring, promotion, selection for training.	29 CFR 1627.3	3 years.
Resolutions	Administration	Vital records – may be imaged immediately.	GC 26202	Permanent.
Returned Checks	Finance	Adjustments-NSF, etc. (not District checks).	GC 26202 CCP 337, 343	Until audited + 4 years.
Salary / Compensation Studies Surveys	Human Resources	Studies or surveys of other agencies regarding wages, salaries and other compensation or benefits.	GC 26202	While current + 2 years.
Settlement Agreements	Administration	Final, signed / approved settlement agreements for litigation matters, claims, citations, etc. For Workers Compensation claims – final, signed / approved settlement agreements.	GC 26202 8 CCR 10102 8 CCR 15400.2	Permanent. 5 years after signed / approved.
State Controller	Finance	Annual reports.	GC 26202	2 years.

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Destruction of any WRCOG record shall be administered by the Executive Director, or his designee, unless otherwise required by law.

Type of Record	Category	Description or Example of Record	Legal Authority	Minimum Legal Retention Period
State Tax Records	Finance	Forms filed annually; quarterly and year-end reports.	R&TC 19530 R&TC 19704	6 years.
Statements of Economic Interest (SEI) – Form 700 (copies – elected officials)	Administration	Copies of original Form 700s of elected officials forwarded to County.	GC 81009(f), (g)	4 years (can image after 2 years).
Statements of Economic Interest (SEI) – Form 700 Paper Form (originals – non-elected)	Administration	Original Form 700s of designated employees.	GC 81009(e), (g)	7 years (can image after 2 years).
Statements of Economic Interest (SEI) – Form 700 Electronic Form (originals – non-elected)	Administration	Original Form 700s of designated employees (e-copies).	GC 84615 (i)	10 years.
Stop Payments	Finance	Finance - bank statements.	GC 26202	2 years.
Studies, various	Administration	Studies prepared at direction of WRCOG.	GC 26202, 34090	Current + 2 years.
Taxes, Special	Finance	Special tax levied by a local agency on a per parcel basis.	CCP 338	Until audited + 3 years.
Unemployment Insurance Records	Finance	Records relating to unemployment insurance – claims, payments, correspondence, etc.	26 USC 3301-3311	While current + 4 years.

Legal Authority Abbreviations

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CCR	California Code of Regulations	H&S	Health & Safety Code	PC	Penal Code (California)
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Destruction of any WRCOG record shall be administered by the Executive Director, or his designee, unless otherwise required by law.

Type of Record	Category	Description or Example of Record	Legal Authority	Minimum Legal Retention Period
Wage Garnishment	Finance	Wage or salary garnishment.	CCP 337	Active until garnishment is satisfied; then retain until audited + 4 years.
Warrant Register / Check Register	Finance	Record of checks issued.	GC 26202	Until audited + 2 years.
Workers Compensation Files	Finance	Work-injury claims (including denied claims); claim files, reports, etc.	8 CCR 10102	Until the latest of the following dates: 5 years from date of injury; or 1 year from date compensation was last provided; or when all compensation due has been paid.

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NOTE: RECEIPT OF CLAIMS FILED AGAINST WRCOG, SERVICE OF SUMMONS / COMPLAINTS, SERVICE OF SUBPOENAS, ISSUANCE OF LITIGATION HOLDS, RECEIPT OF COMPLAINTS, RECEIPT OF PUBLIC RECORDS ACT REQUESTS, AUDITS OR INVESTIGATIONS SUSPEND NORMAL RETENTION PERIODS. RETENTION RESUMES AFTER SETTLEMENT, RESOLUTION, OR COMPLETION OF ANY SUCH MATTER.

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Legal Authority Abbreviations

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Item 4.L

Western Riverside Council of Governments
Executive Committee

Staff Report

Subject: WRCOG Climate Adaptation Efforts Update

Contact: Casey Dailey, Director of Energy & Environmental Programs, cdailey@wrcog.us, (951) 405-6720

Chris Gray, Director of Transportation & Planning, cgray@wrcog.us, (951) 405-6710

Date: August 3, 2020

The purpose of this item is to *provide an update of WRCOG's current efforts related to Climate Adaptation and discuss two forthcoming grant-funded projects that will commence work in Fiscal Year 2020/2021.*

Requested Action:

1. Receive and file.

Introduction

Western Riverside County has long been challenged by climate events including droughts, extreme heat, and seasonal storms. These climate events often lead to even more damaging secondary effects such as fires and flooding. An example of these types of challenges occurred in 2018 when a large fire near Lake Elsinore was followed by extreme storms which in turn caused flooding.

As the subregion continues to grow, climate events continue impacting local residents, employees, and visitors. While the impacts to privately-owned land are significant, the infrastructure such as the streets are also impacted. While most publicly owned infrastructure is designed to withstand these climate events, there have been numerous instances in which these events have caused this infrastructure to fail. One needs to look no farther than the catastrophic damage inflicted on several State Highways in the region as documented by WRCOG at https://www.youtube.com/watch?v=L9_9ZhMG0Ko&t=2s.

While these climate events are challenging, they do lend themselves to regional solutions. Recognizing the benefits of a regional approach, WRCOG recently undertook a series of studies to further assist the jurisdictions in Western Riverside County to prepare for and mitigate risks associated with climate threats within the subregion. A summary of each effort is provided below.

Resilient IE Phase I – Completed February 2020

Resilient IE was developed in collaboration with the San Bernardino County Transportation Authority (SBCTA) with funding from Caltrans. Resilient IE worked to support regional and local efforts to prepare for and mitigate risks associated with climate adaptation on the region's transportation infrastructure with five primary project components:

1. A newly established regional climate collaborative, the Inland Southern California Climate Collaborative (ISC3) – Launched in early 2020, ISC3 is a diverse, cross-sectoral network of agencies, organizations, companies, and institutions working together to advance equitable solutions to create a resilient and

thriving inland southern California. ISC3 covers all of Riverside, San Bernardino, and Imperial Counties, and continues to recruit new members.

2. Subregional vulnerability assessments and adaptation strategies – Resilient IE updated Vulnerability Assessments and Adaptation Strategies to identify effects of the anticipated increases in the frequency and intensity of climate-related hazards and assets in the subregion that are vulnerable, as well as opportunities and methods to mitigate identified vulnerabilities and increase resilience. WRCOG and SBCTA have secured additional funding from Caltrans' SB 1 Adaptation Planning Grant program to expand the pilot into a rigorous region-wide analysis of the climate risks associated with critical assets within the transportation network (Resilient IE Phase II).
3. City-level, climate-related transportation hazards and evacuation maps – An interactive web map was created to depict city-level evacuation routes and hazards (i.e., flood plains, extreme heat days, and wildfire burn areas) that can be used for a variety of climate adaptation and resiliency planning efforts, including insertion into local hazard mitigation plans, safety elements of the General Plan, or local adaptation plans / strategies.
4. A regionally-tailored climate resilient transportation infrastructure guidebook – The Climate Resilient Transportation Infrastructure Guidebook provides insights on current policy, procedures, local and regional challenges and solutions, and resilient infrastructure strategies. The Guidebook also includes case studies, design examples, and implementation guidance.
5. A template regional climate adaptation and resiliency element – The template is a timely resource for jurisdictions to incorporate into its General Plans and/or use in other policy documents to meet newly enacted requirements under Senate Bill (SB) 379, which mandates that the safety elements of General Plans must now include climate adaptation and resiliency strategies, or that these strategies must otherwise be included in local hazard mitigation plans. This template builds on work previously conducted by WRCOG and provides the necessary framework for jurisdictions to comply with SB 379 and other mandates.

The combination of Items 2, 3, 4, and 5 are referred to as the Resilient IE Toolkit and can be found at https://wrcog.us/DocumentCenter/View/8019/Resilient-IE-Toolkit

Resilient IE Phase II – to be Complete by February 2022

Resilient IE Phase II – Analyses for Smart Climate Resilient Transportation Planning and Investments – will expand and advance the pilot Toolkit by conducting risk assessments on a sample of vulnerable transportation assets that provide full asset value, including the needs of disadvantaged and/or vulnerable communities and transit dependent populations. The project will continue engagement and collaboration of partnerships across state, regional, and local governments and stakeholders. Critical partners will include transportation users who rely on an operating regional transportation network to gain access to businesses, hospitals, and shelters. The Analyses will research and develop adaptation strategies, with their associated costs, by projecting the cost of damages and repairs to various asset classes as well as the impact of the assets' failure on the community. Furthermore, the project will incorporate co-benefits to public health, natural ecosystems, social equity, the economy, and greenhouse gas reduction. Ultimately the Analyses will provide local jurisdictions with concrete tools, methods, and resources for the region to incorporate asset risk into their planning processes for sound transportation project prioritization and investment.

California Resilience Challenge: Energy Resiliency Plan

In April 2020, the Bay Area Council Foundation awarded WRCOG a grant as part of the California Resilience Challenge, a statewide initiative to assist communities with planning grants to increase their resilience against the effects of climate change. WRCOG will be developing a regional energy resiliency plan addressing the climate change impacts such as wildfires, extreme heat, and resulting public safety power shutoffs (PSPS) on the region's power supply. As climate change impacts such as extreme heat days and wildfires are predicated to increase, this leaves the region in a precarious situation with regards to PSPS as extremely dry, hot, windy events and wildfires are the typical cause for power shutoffs. The ability of each city to locally respond to climate-related events and disasters depends heavily on the dependability of 24/7 energy and power.

The proposed Western Riverside Energy Resiliency Plan will build resilience in the region by developing a blueprint for energy resiliency technologies, projects, and applications for its member jurisdictions. The Plan will identify critical infrastructure and loads in each member city and identify projects and strategies to maintain power supply during power interruptions from environmental events resulting from climate change or PSPS. Furthermore, this Plan will identify both short- and long-term projects and strategies for each city, varying from local generation and energy storage (short-term), to development of local power microgrids and energy-independent 'islands' across the subregion (long-term).

Outreach and engagement will occur throughout the subregional Energy Resiliency Plan process and are critical to help ensure continued success. As such, WRCOG has partnered with UC Riverside's Center for Environmental Research and Technology (CE-CERT).

Prior Action:

July 16, 2020: The Technical Advisory Committee received and filed.

Fiscal Impact:

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

Attachment:

None.

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Western Riverside Council of Governments
Executive Committee

Staff Report

Subject: **Report from the League of California Cities**

Contact: **Erin Sasse, Regional Public Affairs Manager, League of California Cities, esasse@cacities.org, (951) 321-0771**

Date: **August 3, 2020**

The purpose of this item is to *provide an update of activities undertaken by the League of California Cities.*

Requested Action:

1. Receive and file.

This item is reserved for a presentation from the League of California Cities Regional Public Affairs Manager for Riverside County.

Prior Action:

July 16, 2020: The Technical Advisory Committee received and filed.

Fiscal Impact:

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

Attachment:

None.

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Item 5.B

Western Riverside Council of Governments
Executive Committee

Staff Report

Subject: **Riverside County Economic Recovery Task Force Update**

Contact: **Juan Perez, Director of Transportation and Land Management, jcperez@rivco.org, (951) 955-6742**

Date: **August 3, 2020**

The purpose of this item is to *receive an update on COVID-19 activities as they relate to the Riverside County reopening processes and procedures in conjunction with the State of California requirements.*

Requested Action:

1. Receive and file.

This item is reserved for a presentation from Juan Perez, Director of Transportation and Land Management Agency for the County of Riverside.

Prior Action:

July 16, 2020: The Technical Advisory Committee received and filed.

Fiscal Impact:

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

Attachment:

None.

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Item 5.G

Western Riverside Council of Governments
Executive Committee

Staff Report

Subject: **SCAG Connect SoCal Plan Update**

Contact: **Darin Chidsey, Chief Operating Officer, Southern California Association of Governments, chidsey@scag.ca.gov, (213) 236-1836**

Date: **August 3, 2020**

The purpose of this item is to *provide an update of the Southern California Association of Governments' (SCAG) Connect SoCal Plan.*

Requested Action:

1. Receive and file.

Introduction

One essential duty of SCAG is the preparation of a Regional Transportation Plan/Sustainable Community Strategy (RTP/SCS). Approval of the document is a requirement of both the federal and state government and is a prerequisite for transportation projects to receive a variety of funds. The RTP/SCS is prepared every four years and SCAG has been working over the past several years towards approval of the document in 2020.

After receiving comments on the RTP/SCS and the associated Connect SoCal Program Environmental Impact Report (PEIR), the SCAG Regional Council adopted Resolution No. 20-621-1 certifying the PEIR and approving Connect SoCal for federal conformity purposes only. The Resolution postponed for up to 120 days, the date by which the Regional Council would be asked to consider approval of Connect SoCal in its entirety and outlined a series of activities to be undertaken by staff prior to reconsideration of the plan for all other purposes, including but not limited to submittal to the California Air Resources Board (CARB). The Resolution provided direction to staff to report back to the Regional Council within 60 days on progress related to items in the Resolution, including modifications to the SCS and associated modeling analysis.

Darin Chidsey, SCAG Chief Operating Officer, will be providing an update the SCAG Connect SoCal Plan adoption process.

Prior Action:

None.

Fiscal Impact:

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

Attachment:

None.

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Western Riverside Council of Governments
Executive Committee

Staff Report

Subject: **Innovation 2030 Activities Update**

Contact: **Elisa Laurel, Program Manager, elaurel@wrcog.us, (951) 405-6752**

Date: **August 3, 2020**

***The purpose of this item is to** provide an update on Innovation 2030. This initiative was born out of the former Experience Subregional Innovation Center Project and focuses on delivering world-class programming that connects employers to entrepreneurs, coupled with a mission to build an innovation-driven economy by the year 2030.*

Requested Actions:

1. Direct Staff to continue with current efforts to secure funding for this initiative.
2. Provide an update to the Executive Committee on the results of these efforts by March 31, 2021.

Background

Western Riverside County is one of the fastest growing subregions in the State of California and the United States. In 2012, WRCOG's leadership identified six interrelated components critically important to achieving a premier quality of life in Western Riverside County and incorporated these into the WRCOG Economic Development & Sustainability Framework, which serves as a guide to grow strategically and achieve a vibrant and livable community. The six Framework goal areas pertain to: 1) Economic Development; 2) Water and Wastewater; 3) Education; 4) Health; 5) Transportation; and 6) Energy and the Environment.

In 2016, staff introduced Experience, the concept of a dynamic program that would serve to advance the goals of the Framework. In 2017, WRCOG initiated a 14-month Experience Feasibility Analysis to explore the concept further and identify the real viability of developing the concept to support the Framework. The Analysis included establishment of a Steering Committee composed of members of WRCOG's Executive and Technical Advisory Committees, as well as stakeholders from the region's public and private sectors. The Steering Committee established the initial mission and more than 20 goals for Experience and created a broad vision of what it would be, including a range of programming options from agricultural innovation to sustainability education as well as a robust facility idea complete with a conference center, restaurant, and edible garden. The Analysis concluded that the general concept of Experience would be financially viable and that the City of Riverside would be the most suitable jurisdiction to host Experience.

Feasibility Analysis and Recommended Actions

In December 2018, the Executive Committee took action to approve the findings of the Analysis, selected the City of Riverside as the preferred Experience host, and directed staff to move forward with the next phase of Experience development. These approved next steps involved entering into a Memorandum of Understanding (MOU) with the City of Riverside to clarify the responsibilities of each agency and retaining a consultant to lead the next phase of work, including program and fund development.

Consultant Selection: WRCOG sought a consultant team with experience, bringing unique concepts to market, particularly those supporting economic development and sustainability. Staff conferred with the Los Angeles Cleantech Incubator (LACI), which was identified as a strong model for Experience development through the Feasibility Analysis Process. LACI staff referred WRCOG to Fred Walti, who founded LACI and served as CEO for the first six years of LACI operation, and who has launched similar concepts throughout the United States and across the globe. Mr. Walti was complementary of the Experience Feasibility Analysis and, after touring the City of Riverside and meeting with WRCOG and City staff, agreed to lead Experience through the next phase of development through his company, Network for Global Innovation (NGIN). Also supporting the next phase of Experience through NGIN is Tom White, former Executive Director of the LACI University Incubator at California State University Northridge. Mr. White also has an extensive background as a marketing executive leading campaigns for global corporations. Following approval from the WRCOG Executive Committee, WRCOG executed a contract with NGIN in June of 2019.

Summary of NGIN's Work

NGIN's preliminary analysis found that the Experience concept required some level of refinement to ensure implementation. NGIN recognized that of the 21 goals emerging from the Feasibility Analysis process, a majority were focused on economic development. Putting this interest in context with the region's high susceptibility of jobs being automated, NGIN identified an opportunity for Experience to serve as the catalyst for developing an innovation-driven economy in the region.

From there, NGIN set out to identify an appropriate innovation-centric program for region-wide economic development. This involved conducting a comprehensive, interview-focused analysis aimed at understanding the region's complete economic landscape (a general listing of people and organizations consulted with is included as Attachment 1 to this report). This has included interviews with more than 50 stakeholders from the public, private, nonprofit, and education sectors, which generally provided positive feedback for this effort. This process confirmed the region's jobs-housing imbalance and the daily pilgrimage of the region's many medium- and high-skilled workers to jobs outside of the area. NGIN saw this as an opportunity, identifying that the talented resident population includes an unmatched skill set that, when organized and effectively communicated, could generate a powerful magnet to attract resources and position the region to compete on the national level for employers. To do this, NGIN proposes utilizing an innovation ecosystem model for economic growth, which would facilitate participation of all interested parties across the region, thereby maximizing participation, collaboration, and communication. In practice, this hub-and-spoke model would likely establish a regional framework of organizations for leveraging resources to support entrepreneurship and innovation.

Conclusions

The NGIN contract has now concluded and WRCOG is moving forward to implement many of the findings of this study to more fully develop the innovation ecosystem concept. Some challenges related to this effort include:

- Lack of dedicated funding
- Competing proposals from entities such as UCR
- On-going economic impacts of COVID-19

WRCOG, NGIN, and the Milken Institute partnered on several grant applications, including a submittal to the JP Morgan Chase Foundation and the Federal Economic Development Agency (EDA) though neither application was unsuccessful. A forthcoming statewide funding opportunity (AB 3205) offers significant promise to implement this approach in the WRCOG subregion. This pending legislation will create a grant program for innovative economic development activities and feedback from legislative staff is that our proposed approach is consistent with the aims of AB 3205.

Given the substantial benefits to the WRCOG subregion that a successful innovation ecosystem would provide, WRCOG staff will continue to work towards this effort. Three specific actions WRCOG will undertake include:

- Coordinating with the City of Riverside and the University of California, Riverside, to merge our efforts in an equitable manner to benefit all the parties involved.
- Continuing to apply for any available grant funding to implement the Program.
- Developing a coalition of partners to pursue funding through AB 3205.

Prior Actions:

October 9, 2019: The Administration & Finance Committee received and filed.

June 3, 2019: The Executive Committee authorized the Executive Director to enter into a Professional Services Agreement between the Western Riverside Council of Governments and Network for Global Innovation to lead Phase II development of Experience subregional innovation center.

May 16, 2019: The Technical Advisory Committee recommended the Executive Director to enter into a Professional Services Agreement between the Western Riverside Council of Governments and Network for Global Innovation to lead Phase II development of Experience subregional innovation center.

May 8, 2019: The Administration & Finance Committee recommended the Executive Director to enter into a Professional Services Agreement between the Western Riverside Council of Governments and Network for Global Innovation to lead Phase II development of Experience subregional innovation center.

December 3, 2018: The Executive Committee 1) accepted the Experience Feasibility Analysis as to form; 2) authorized staff to proceed with the next phase regarding the implementation of the Experience Center; 3) selected the City of Riverside as the host jurisdiction; 4) directed staff to negotiate a MOU with the City of Riverside to implement the Experience Center; 5) directed staff to include a cost sharing mechanism in the MOU to limit future WRCOG expenditures to share staffing costs to support Experience; 6) directed staff to include specific milestones for the development and implementation of the MOU, including deadlines related to funding commitment and site selection; and 7) appointed two members to represent WRCOG in negotiating an MOU with the City of Riverside.

October 18, 2018: The Technical Advisory Committee received and filed.

Fiscal Impact:

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

Attachment:

1. NGIN Innovation 2030 Brochure.

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Item 5.D

Innovation 2030 Activities Update

Attachment 1

NGIN Innovation 2030 Brochure

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FRONT COVER

We Are Innovation 2030

A REGION-WIDE ECONOMIC RESILIENCY INITIATIVE

WRCOG
Western Riverside Council of Governments

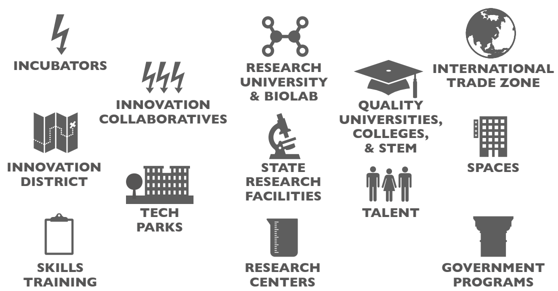
NGIN
Network for Global Innovation
ECOSYSTEMS THAT INVENT THE FUTURE

WWW.WEAREINNOVATION2030.ORG

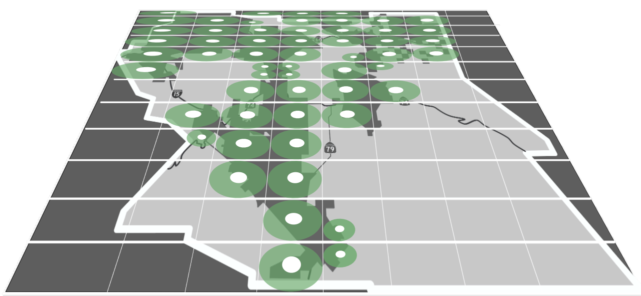
INSIDE 2

OUR REGION'S CHALLENGE

Western Riverside County and the greater Inland Empire have unique strengths that can be harnessed to overcome today's economic challenges.



MANY INNOVATION ASSETS EXIST…
across the region from which to build.



BUT THE REGION'S INNOVATION ASSETS ARE SILOED,
and lack the collaboration to achieve region-wide impact.

WESTERN RIVERSIDE COUNTY'S ECONOMY IS VULNERABLE…
to current and projected external risk factors. The subregion must act now to facilitate near- and long-term future proofing.

INSIDE 1

A NEW ORGANIZATION

WRCOG invested two years to create *We Are Innovation 2030*, a new organization to build a region-wide innovation-driven economy by 2030.

We Are Innovation 2030

ACTIVATE
A New Independent, Non-Profit Organization

CREATE
Best-in-Class Acceleration Programs for Entrepreneurs at All Stages

COMMERCIALIZE
Innovation for the Benefit of All

5x

RESULTS
A dollar invested in the innovation economy delivers five times the yield over the conventional economy

INSIDE 3

CUSTOMIZED PROGRAMMING BY THE WORLD'S EXPERTS

Programs inspired by working with thousands of entrepreneurs across the globe.

CULTIVATING TALENT

POST-COVID-19 IMPACT AWARD
Coaching, connections, and capital for entrepreneurs throughout the Inland Empire

STORYTELLING MASTERCLASS FOR INNOVATORS
Storytelling that attracts investment and makes sales

YOUNG ENTREPRENEURS
Paid internships for the region's most promising students in the region's most exciting startups

FIRST CHANCE PROGRAM
Entrepreneurship opportunities for underserved groups

ENTREPRENEURS IN RESIDENCE
"For Entrepreneurs by Entrepreneurs" programming that employs the coaching techniques that have successfully helped hundreds of entrepreneurs

HARNESSING RESOURCES

INVESTMENT MASTERCLASS PROGRAM
Proven techniques to raise millions for new ventures

INNOVATION 2030 IMPACT INVESTMENT FUND
Harnessing sources of capital for the region's entrepreneurs

DEVELOPING THE ECOSYSTEM

CITIES INNOVATE PROGRAM
Training for cities to serve entrepreneurs better, faster, cheaper, from one-stop "create a business" to regional pilot programs

COORDINATED COMMUNICATION PROGRAM
Robust outreach that builds multi-market awareness of this initiative, attracting the attention of founders, funders, suppliers, and strategic partners

INNOVATION 2030 NETWORK
A coordinated economic development network that improves the region's job building opportunities

SUCCESS STORIES

Innovative organizations that have been built using the *"For Entrepreneurs By Entrepreneurs"* method that combines technology, finance, and communications coaching, will be available to advise entrepreneurs.

Sanjay Poojary
Founder, Saya Life

"I didn't realize how little I knew about the value of my technology. Becoming involved with this Innovation process set Saya on the path to rapid growth at levels I could not have imagined."

saya knowledge of water

REGION-WIDE BENEFITS

We Are Innovation 2030 will deliver benefits to people, businesses, and organizations over the near- and long-term.

MORE FAMILY SUPPORTING JOBS
Attracting the right kind of economic growth to generate the right kind of jobs

IMPROVED FIRST-TIME ACCESS TO NEW JOBS
Making it easier for young entrants to the job market to start their careers

REDUCING THE TALENT GAP
Matching innovation talent with innovation opportunities

REDUCING THE SKILLS GAP
Preparing new job opportunities to offset the effects of automation

REGIONAL BRAND
Building a regional brand creates growth that fuels economic prosperity for communities across the region

QUALITY OF LIFE
Increasing the tax base to support enhanced social services

EXTERNAL FUNDING
A singular voice for the region is needed to secure external funding

JOIN *WE ARE INNOVATION 2030!*

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Western Riverside Council of Governments
Executive Committee

Staff Report

Subject: **Activities Update from the Eastern Municipal Water District / Western Municipal Water District**

Contact: **Ronald Sullivan, Board President, EMWD, Boardmember@emwd.org**
Brenda Dennstedt, Secretary-Treasurer, WMWD, Bdennstedt@wmwd.com

Date: **August 3, 2020**

The purpose of this item is to *provide an update of activities undertaken by WRCOG's water district representatives.*

Requested Action:

1. Receive and file.

This item is reserved for a presentation from the Eastern and Western Municipal Water District's on current initiatives taking place.

Prior Action:

None.

Fiscal Impact:

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

Attachment:

None.

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Western Riverside Council of Governments
Executive Committee

Staff Report

Subject: **Activities Update from the Riverside County Office of Education Superintendent of Schools**

Contact: **Dr. Judy White, Riverside County Superintendent of Schools, jdwhite@rcoe.us, (951) 826-6670**

Date: **August 3, 2020**

The purpose of this item is to *provide an update of activities undertaken by the Riverside County Office of Education.*

Requested Action:

1. Receive and file.

This item is reserved for a presentation from Dr. Judy White with an update on the reopening of schools in Riverside County for this next school year.

Prior Action:

None.

Fiscal Impact:

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

Attachment:

None.

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