



Western Riverside Council of Governments Executive Committee

REVISED AGENDA - MEETING LOCATION

**Monday, August 2, 2021
2:00 PM**

**WRCOG's OFFICES ARE CURRENTLY CLOSED TO THE PUBLIC DUE TO COVID-19
BECAUSE OF THE CDC MANDATE, MEMBERS OF THE PUBLIC MAY ONLY ATTEND
THIS MEETING VIRTUALLY VIA ZOOM**

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

Members of the public are encouraged to participate in this meeting via Zoom

**Join Zoom Meeting
ID: 874 0786 6415
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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 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 2, 2021, at 2:00 p.m. will be held in-person at the location listed on the agenda and virtually, on the Zoom platform. Members of the public may submit public comments before or during the meeting, prior to the close of public comment to snelson@wrcog.us.

Any member of the public requiring a reasonable accommodation to participate in this meeting in light of this announcement shall contact Suzy Nelson 72 hours prior to the meeting at (951) 405-6703 or at snelson@wrcog.us. Later requests accommodated to the extent feasible.

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

- 1. CALL TO ORDER (Karen Spiegel, Chair)**
- 2. PLEDGE OF ALLEGIANCE**

3. ROLL CALL

4. PUBLIC COMMENTS

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

5. CONSENT CALENDAR

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

A. Summary Minutes from the July 12, 2021, Executive Committee Meeting

Requested Action(s): 1. Approve the Summary Minutes from the July 12, 2021, Executive Committee meeting.

B. WRCOG Committees and Agency Activities Update

Requested Action(s): 1. Receive and file.

C. Appointment of one WRCOG Representative to a SCAG Policy Committee

Requested Action(s): 1. Appoint Jonathan Ingram, City of Murrieta, to the SCAG Energy & Environment Policy Committee for a term commencing August 2, 2021, through December 31, 2022.

D. Report out of WRCOG Representatives on Various Committees

Requested Action(s): 1. Receive and file.

E. Finance Department Activities Update

Requested Action(s): 1. Receive and file.

F. PACE Programs Activities Update: Requests to Enter into a PSA with First National Assets and Making Certain Determinations with Respect to the Placement of Assessments on the Tax Roll in Ventura County

Requested Action(s):

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 21-21; A Resolution of the Executive Committee of the Western Riverside Council of Governments approving a Purchase and Sales Agreement for the sale of Assessment Installment

Receivables.

3. Adopt Resolution Number 22-21; A Resolution of the Executive Committee of the Western Riverside Council of Governments making certain determinations with respect to the placement of Assessments on the Tax Roll in Ventura County.

G. TUMF Program Activities Update: Approval of Reimbursement Agreements

Requested Action(s):

1. Authorize the Executive Director to execute a TUMF Reimbursement Agreement with the City of Calimesa for the Construction Phases of the I-10 / Singleton Interchange Project in an amount not to exceed \$2,000,000.
2. Authorize the Executive Director to execute a TUMF Reimbursement Agreement with the City of Wildomar for the Project Approval and Environmental Documentation Phase of the I-15 / Bundy Canyon Interchange Project in an amount not to exceed \$1,000,000.
3. Authorize the Executive Director to execute a TUMF Reimbursement Agreement with the City of Wildomar for the Project Approval and Environmental Documentation Phase of the I-15 / Wildomar Trail Project in an amount not to exceed \$1,000,000.
4. 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 \$3,261,517.

H. 4th Quarter Draft Budget Amendment for Fiscal Year 2020/2021

Requested Action(s):

1. Approve the 4th Quarter Draft Budget Amendment for Fiscal Year 2020/2021.

I. First Amendment to PSA for GIS Assistance for Housing Element Updates

Requested Action(s):

1. Authorize the Executive Director to execute a First Amendment to the PSA with Houseal Lavigne Associates for GIS technical and advisory support for Housing Element updates to WRCOG member agencies, and to increase the total not to exceed amount from \$480,000 to \$624,000.

6. REPORTS / DISCUSSION

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

A. Cal Cities Activities Update

Requested Action(s):

1. Receive and file.

B. SAWPA OWOW Grant Funding Opportunity

Requested Action(s): 1. Receive and file.

C. Updates to Various Agency Policies and Procedures

Requested Action(s): 1. Approve the updates to the various Agency Policies and Procedures.

D. PACE Compliance Activities Update

Requested Action(s): 1. Direct staff to develop a coalition to pursue legislation to allow claims to be filed with the California Alternative Energy and Advanced Transportation Financing Authority (CAEATFA) PACE Loan Loss Reserve Program for fraud and identity theft.

7. REPORTS FROM THE TECHNICAL ADVISORY COMMITTEE CHAIR

Jeff Van Wagenen, County of Riverside

8. REPORT FROM COMMITTEE REPRESENTATIVES

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

9. REPORT FROM THE EXECUTIVE COMMITTEE CHAIR

Karen Spiegel, County of Riverside - District 2

10. REPORT FROM THE EXECUTIVE DIRECTOR

Dr. Kurt Wilson

11. ITEMS FOR FUTURE AGENDAS ~ Members

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

12. GENERAL ANNOUNCEMENTS ~ Members

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

13. CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: 2 cases.
Exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: 8 cases

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

(Paragraph (1) of subdivision (d) of Section 54956.9)
Renovate America, Inc., et al. Case Number: 20-13172 (LSS)
San Diego County Superior Court Case No. 37-2021-00007702-CU-MC-NC
San Diego County Superior Court, Case No. 37-2019-00055692-CU-OR-CTL
Orange County Superior Court, Case No. 30-2019-01104434-CU-CO-CJC
Orange County Superior Court, Case No. 30-2019-01108410-CU-FR-CJC
San Diego Superior Court, Case NO. 37-2021-00018483-CU-MC-CTL

14. OPEN SESSION

15. NEXT MEETING

The next Executive Committee meeting is scheduled for Monday, September 13, 2021, at 2:00 p.m., virtually on the Zoom platform and in-person at the County of Riverside Administrative Center, 1st Floor Board Chambers.

16. ADJOURNMENT

Western Riverside Council of Governments Executive Committee

Minutes

1. CALL TO ORDER

The meeting of the Executive Committee was called to order by Chair Karen Spiegel at 2:00 p.m. on July 12, 2021.

2. PLEDGE OF ALLEGIANCE

Chris Gray, WRCOG Deputy Executive Director, led the Committee members and guests in the Pledge of Allegiance.

3. ROLL CALL

- City of Banning - David Happe
- City of Calimesa - Wendy Hewitt
- City of Canyon Lake - Kasey Castillo
- City of Corona - Jacque Casillas
- City of Eastvale - Christian Dinco
- City of Hemet - Russ Brown
- City of Jurupa Valley - Chris Barajas
- City of Lake Elsinore - Brian Tisdale
- City of Menifee - Matt Liesemeyer
- City of Moreno Valley - Victoria Baca
- City of Murrieta - Lori Stone
- City of Norco - Kevin Bash
- City of Perris - Rita Rogers
- City of Riverside - Ronaldo Fierro
- San Jacinto - Crystal Ruiz
- City of Temecula - Maryann Edwards*
- City of Wildomar - Ben Benoit
- County, District 2 - Karen Spiegel
- County, District 5 - Jeff Hewitt
- Eastern Municipal Water District (EMWD) - Phil Paule
- Western Municipal Water District (WMWD) - Brenda Dennstedt
- WRCOG Executive Director - Kurt Wilson

*Arrived after roll call

Chair Spiegel introduced WRCOG's new Executive Director, Kurt Wilson.

4. PUBLIC COMMENTS

There were no public comments.

5. CONSENT CALENDAR

RESULT: APPROVED AS RECOMMENDED

MOVER: San Jacinto

SECONDER: Jurupa Valley

AYES: Banning, Calimesa, Canyon Lake, Corona, Eastvale, Hemet, Jurupa Valley, Lake Elsinore, Menifee, Moreno Valley, Murrieta, Norco, Perris, Riverside, San Jacinto, Temecula, Wildomar, District 2, District 5, EMWD, WMWD

ABSENT: Beaumont, District 1, District 3

A. Summary Minutes from the May 27, 2021, Executive Committee Special Meeting

Action:

1. Approved the Summary Minutes from the May 27, 2021, Executive Committee Special meeting.

B. Summary Minutes from the June 7, 2021, Executive Committee Meeting

Action:

1. Approved the Summary Minutes from the June 7, 2021, Executive Committee meeting.

C. Report out of WRCOG Representatives on Various Committees

Action:

1. Received and filed.

D. WRCOG Committees and Agency Activities Update

This item was pulled for discussion by Committee member Wendy Hewitt who expressed a concern with a TUMF Nexus Study and adding fees in addition to a 3% fee increase.

After discussion by Committee members it was noted that this item is a monthly recap of items discussed at other WRCOG Committees. Any action regarding any increase in TUMF will be presented to this Committee for discussion and action.

Action:

1. Received and filed.

RESULT: APPROVED AS RECOMMENDED

MOVER: Lake Elsinore

SECONDER: Temecula

AYES: Banning, Calimesa, Canyon Lake, Corona, Eastvale, Hemet, Jurupa Valley, Lake Elsinore, Menifee, Moreno Valley, Murrieta, Norco, Perris, Riverside, San Jacinto, Temecula, Wildomar, District 2, District 5, EMWD, WMWD

ABSENT: Beaumont, District 1, District 3

E. Finance Department Activities Update

Action:

1. Received and filed.

F. SCAG Activities Update

Action:

1. Received and filed.

6. REPORTS / DISCUSSION

A. Cal Cities Activities Update

Erin Sasse, Cal Cities Representative, reported that the State Budget recently passed; however, there are several details to still be worked out.

Cal Cities has been advocating for funding for homelessness and housing, broadband, SB 1383 implementation, and also advocating for cities that still have a deficit even after receiving federal ARPA funds - this piece was left out of the Budget.

AB 215 would require cities to have a mid-cycle housing element consultation if housing production is low. Cal Cities has released an action alert for opposition to this item.

SB 555 would create an authority to collect Transit Occupancy Tax (TOT) on short-term rentals. Cal Cities is concerned that this could result in less effective and transparent TOT collections, and could result in the termination of current contracts with collection agreements.

Cal Cities is supporting SB 15, which would allow incentives for rezoning idle retail sites.

Cal Cities is supporting SB 341, which would require the California Public Utilities Commission to establish a backup power requirement for certain wire line telecommunications providers to ensure services can be maintained for at least 72 hours during an electrical outage.

The City of Desert Hot Springs is hosting the Cal Cities virtual Division meeting tonight.

Action:

1. Received and filed.

B. TUMF Appeal for Vesting Tentative Tract Map 31620 and 31620-1 in the City of Hemet

Chris Gray, WRCOG Deputy Executive Director, reported that the TUMF Program has an established process to ensure uniformity in TUMF fee assessments, and includes an Administrative Plan, Fee Calculation Handbook, and an online TUMF Calculation and Payment Portal.

When TUMF disputes arise they are usually resolved at the staff level. In the event that is not possible, the matter is presented to the Administration & Finance Committee, which then makes a

recommendation to the Executive Committee.

Today's appeal involves a Development Agreement and Vesting Tentative Tract Map (VTTM) for a project within the City of Hemet, and whether a VTTM provides an exemption from paying TUMF. The way the Administrative Plan is written indicates that if there is a VTTM or development agreement that was approved while TUMF was being paid, and had an exemption, that exemption was still valid providing certain conditions are met - the most important being whether that agreement has expired or not.

In 2017, WRCOG conducted a review of all Development Agreements and VTTMs and the results were sent to all member agency City Managers. A letter for VTTM 31620 was sent to the City of Hemet in November 2018 and stated that WRCOG had determined a TUMF exemption existed, but had expired based on state law and city code. This was communicated again to the City and the developer, DR Horton, in September 2020. The developer has appealed the denial of exemption on VTTMs 31620 and 31620-1 and has paid its fee in protest. This item is now being presented to this Committee for discussion and recommendation.

WRCOG staff and legal counsel are of the opinion that these projects are not exempt from TUMF based upon language in state law which indicates that vesting maps have a limited duration. These projects being discussed was first proposed in 2003, and staff argue that 18 years later that TUMF exemption is no longer valid.

Colin Pearce, representative for DR Horton, indicated that DR Horton paid the TUMF fees on these two VTTMs in protest. Government Code Section 66498.1 provides that if a final map is approved and recorded than the terms and conditions, including exemptions for development fees, becomes fixed and final, no different than the recorded document.

The property DR Horton has and continues to develop on was originally exempt from TUMF. Prior development in 2006 took place without payment of fees. The maps were approved and recorded by the City of Hemet in December 2005. DR Horton's position is that once the VTTMs were recorded, they became legal binding documents, therefore, any TUMF fees applied would remain in affect and cannot be changed by any later action.

Steve DeBaun, WRCOG Legal Counsel, indicated that Government Code Section 66498.1 states that if there was a final map approved, the rights conferred by this Section shall be subject to the time periods set forth in subdivisions B, C, and D of Section 66498.5. Subdivision B indicates that the rights conferred by a VTTM shall last for a period of time as provided by ordinance, but shall not be less than one year, or more than two years beyond the recording of the final map.

The City of Hemet Municipal Code provides that if a final map is approved prior to the expiration of the VTTM, the tentative map vesting rights for the final map shall last for an initial time period of one year following the recordation of the final map.

It is our conclusion that under state law and local municipal code that the protections provided by the vesting map, particularly those conditions, expired after one year of recordation and does not allow for the fee exemption the developer is arguing for.

Action:

1. Denied the appeal from DR Horton for the payment of TUMF fees for Vesting Tentative Tract Maps 31620 and 31620-1.

RESULT: APPROVED AS RECOMMENDED

MOVER: Norco

SECONDER: Jurupa Valley

AYES: Banning, Calimesa, Canyon Lake, Corona, Eastvale, Hemet, Jurupa Valley, Lake Elsinore, Menifee, Moreno Valley, Murrieta, Norco, Perris, Riverside, San Jacinto, Temecula, Wildomar, District 2, District 5

ABSENT: Beaumont, District 1, District 3

The Water Districts do not vote on TUMF matters.

C. 2021 TUMF CCI Adjustment Update

Chris Gray, WRCOG Deputy Executive Director, reported that TUMF is a fee assessed only on new development and is intended to build facilities to offset the traffic associated with new development. TUMF funding for projects can only be used to build new infrastructure, not maintain existing infrastructure.

Staff are required to present a TUMF Construction Cost Index (CCI) adjustment annually. No CCI was presented in 2020 due to uncertainties surrounding COVID-19. Approving a CCI provides for a smaller fee increase when a Nexus Study is completed. The next Nexus Study is scheduled to begin in the fall of 2020 and will take between 12 and 18 months to complete. No changes in TUMF are anticipated until 2023.

The Executive Committee adopted two indices in the last Nexus Study as the basis for completing CCI adjustments to the TUMF schedule of fees; the Engineering News Record (ENR) CCI and the National Association of Realtors (NAR) median sales price of existing single-family homes.

Since the CCE was not implemented in 2020, the ENR CCI and NAR adjustment encompasses two years since the last CCI adoption. Since then, the ENR CCI increased 3.7% and the NAR increased 17.4%.

The WRCOG Public Works Committee has recommended implementing the 2021 CCI adjustment, including eliminating the current freeze on the Retail land use and adjusting it to the level it would be at without the freeze policy. It was determined that a reduction in Retail land use was not incentivizing development and was actually creating a revenue shortfall in the Program.

The WRCOG Technical Advisory Committee (TAC) recommended that each land use type not be adopted at the full 2021 CCI adjustment rate of approximately 9%, and instead increase by only 3%.

Adjustments to how TUMF is applied to Retail projects have been made - small Retail uses have been exempted. Any project of 3,000 square feet or smaller does not have to pay TUMF. Secondly, the Retail fee has been frozen at \$7.50 since the last Nexus Study was adopted in 2017. While there has been a cost to the Program of approximately \$6M, the intent was to spur retail development.

Of the past 10 years, this year so far is the second best year for TUMF collections. If the Executive Committee approves a CCI adjustment, an increase in fees would not go into effect until January 1,

2022.

Staff is recommending approval of the TAC's increased fee structure at 3%.

If a CCI is not approved, there will be less funding available for projects.

Committee member David Happe asked why a flat rate is proposed across all residential regardless whether the community is advantaged or disadvantaged.

Mr. Gray responded that per the TUMF Administrative Plan, the fee is to be consistent across the region.

Committee member Crystal Ruiz asked who pays the TUMF.

Mr. Gray responded that the fee is paid by the developer, who passes that along as much as they can to the home purchaser.

Action:

1. Approved a 3% 2021 Construction Cost Index adjustment for all TUMF land use types.

RESULT: APPROVED AS RECOMMENDED

MOVER: Corona

SECONDER: Temecula

AYES: Corona, Eastvale, Hemet, Jurupa Valley, Lake Elsinore, Moreno Valley, Norco, Perris, Riverside, San Jacinto, Temecula, Wildomar, District 2

NAYS: Banning, Calimesa, Canyon Lake, Murrieta, District 5

NO ANSWER: Menifee

ABSENT: Beaumont, District 1, District 3

The Water Districts do not vote on TUMF matters.

D. Recognition of the Executive Committee Outgoing Chair

Rachel Singer, WRCOG Program Manager, reported that the outgoing Chair is usually acknowledged at the annual General Assembly.

Staff and Committee members recognized Committee member Kevin Bash for his leadership over the past year.

Action:

1. Received and filed.

E. Recognition of WRCOG Staff Service Milestones

Princess Hester, WRCOG Administrative Services Director, recognized staff who are celebrating service milestones:

- Andrew Ruiz, Chief Financial Officer
- Chris Gray, WRCOG Deputy Executive Director

- Chris Tzeng, Program Manager

Action:

1. Received and filed.

7. REPORT FROM THE TECHNICAL ADVISORY COMMITTEE CHAIR

The Technical Advisory Committee Chair was not present.

8. REPORT FROM COMMITTEE REPRESENTATIVES

Committee member Brian Tisdale, CALCOG representative, reported that CALCOG registration is open for the California Academy for Regional Leaders. CALCOG continues tracking and monitoring legislation; a listing of what CALCOG supports and opposes can be found on its website. CALCOG will hold its annual event in March 2022 at the Riverside Convention Center. Committee member Tisdale was elected as CALCOG's Board of Director's Vice President.

Committee member Ted Hoffman, SAWPA OWOW Steering Committee representative, reported that Proposition 1 - Round 2 grant funding will be available likely in August 2021.

9. REPORT FROM THE EXECUTIVE COMMITTEE CHAIR

Chair Spiegel asked for members interested in serving on the Administration & Finance Committee to email her at ksspiegel@rivco.org and cc Janis Leonard at jleonard@wrcog.us.

10. REPORT FROM THE INTERIM EXECUTIVE DIRECTOR

Kurt Wilson thanked WRCOG and County staff for managing the hybrid meeting. Mr. Wilson introduced Carlos Castellanos, WRCOG's newest Staff Analyst working in the Transportation & Planning Department. Projects Mr. Wilson will be working on include a fiscal long-range forecasting plan, internal processes and procedures, and Agency sustainability. Mr. Wilson will be onsite with RCHCA staff for trapping and surveying Stephens' Kangaroo Rat. Mr. Wilson would like to know the Executive Committee's vision of / for WRCOG.

11. ITEMS FOR FUTURE AGENDAS

There were no item requests for future agendas.

12. GENERAL ANNOUNCEMENTS

Committee member Jeff Hewitt commended Chris Gray for leading WRCOG through its recent transition.

13. NEXT MEETING

The next Executive Committee meeting is scheduled for Monday, August 2, 2021, at 2:00 p.m., both in person and on the Zoom platform.

16. ADJOURNMENT

The meeting was adjourned at 4:01 p.m.



Western Riverside Council of Governments Executive Committee

Staff Report

Subject: WRCOG Committees and Agency Activities Update
Contact: Chris Gray, Deputy Executive Director, cgray@wrcog.us, (951) 405-6710
Date: August 2, 2021

Requested Action(s):

1. Receive and file.
-

Purpose:

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

Background:

Attached are summary recaps of actions and activities from recent WRCOG standing Committee meetings that occurred during the month of July 2021.

Prior Action(s):

July 12, 2021: The Executive Committee received and filed.

Fiscal Impact:

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

Attachment(s):

[Attachment 1 - Committee Recaps July 2021](#)



**Western Riverside Council of Governments
Executive Committee
Meeting Recap
July 12, 2021**

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

Agenda Packet: <https://wrcog.us/DocumentCenter/View/9086/ec-071221>

PowerPoint Presentation: <https://wrcog.us/DocumentCenter/View/9091/ec-0721>

TUMF Appeal: DR Horton

- The Executive Committee denied the appeal from DR Horton for the payment of TUMF fees for Vesting Tentative Tract Maps 31620 and 31620-1.

2021 TUMF CCI Adjustment

- The Executive Committee approved a 3% 2021 Construction Cost Index Adjustment for all TUMF land use types.

Recognition of Outgoing Executive Committee Chair

- Outgoing Executive Committee Chairs are usually recognized at the Agency's in-person General Assembly event. Given this year's General Assembly was held virtually, staff formally recognized Mayor Kevin Bash, City of Norco, for his efforts as the Executive Committee Chair for Fiscal Year 2020/2021.

Recognition of WRCOG Staff Service Milestones

- Similar to the item above, staff recognition is usually recognized at the annual General Assembly. This year we honor three WRCOG staff members for their five years of commitment and dedication to the Agency.
- Chris Gray, Deputy Executive Director
- Andrew Ruiz, Chief Financial Officer
- Chris Tzeng, Transportation Program Manager

Executive Committee Chair Comments

- The Executive Committee welcomed Kurt Wilson as the new WRCOG Executive Director.

Next Meeting

The next Executive Committee meeting is scheduled for Monday, August 2, 2021, at 2:00 p.m., virtually via Zoom and in-person at the County of Riverside Administrative Center, 1st floor Board Chambers.



**Western Riverside Council of Governments
Administration & Finance Committee
Meeting Recap
July 14, 2021**

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

Agenda Packet: <https://wrcog.us/DocumentCenter/View/9088/af-071421>

PowerPoint Presentation: <https://wrcog.us/DocumentCenter/View/9101/af-071421ppt>

PSA Amendment approved for GIS Assistance

- WRCOG released an RFP in December 2020 to solicit interested firms to provide technical assistance to jurisdictions in Western Riverside County with GIS assistance and Affirmatively Furthering Fair Housing (AFFH) / AB 686 assistance.
- The Executive Committee authorized the Executive Director to execute a PSA with Houseal Lavigne Associates to begin work on the GIS assistance project only. Ten jurisdictions have requested assistance in order to enhance existing efforts.
- The PSA specifically did not include AB 686 / AFFH because the California Department of Housing and Community Development (HCD) still had not finalized the requirements for jurisdictions to demonstrate compliance with AB 686 requirements.
- WRCOG has received requests from four member jurisdictions for technical assistance on meeting AB 686 / AFFH requirements. WRCOG anticipates additional requests will be made in the coming months.
- This amendment covers the technical assistance to assist jurisdictions meet its AB 686 requirements and will be offered by request from the jurisdictions.

Energy Department Update

- WRCOG commenced with the Smart Streetlights Implementation Plan, which will provide a framework for each member agency to leverage streetlights as smart city assets. At the request of the City of Jurupa Valley, the Smart Streetlights Implementation Plan will also include a broadband assessment.
- Since February 2021, staff have completed a community assessment and are nearly complete with peer agency interviews. Staff are hosting a workshop on July 20th to discuss member preferences on smart streetlight technologies and smart city solutions.
- The Western Riverside County Energy Resiliency Plan is assessing critical facilities and will identify the feasibility of implementing energy resilience solutions and/or microgrids to help maintain power supply during outage events. Staff have held two workshops for members to discuss findings of the literature review, identify community resilience issues, and to finalize goals and objectives of the Plan.

Policies and Procedures Update

- WRCOG maintains a set of internal policies and procedures related to key agency activities. The last comprehensive update to that document was in June 2019.
- Staff identified four needed updates related to:
 1. Personnel policies and procedures
 2. Procurement policy
 3. RFP Issuance
 4. Device Management Agreement

- The main change to the Personnel Policies & Procedures was related to new Federal and State regulations regarding paid family leave, sick leave, and other changes.
- The Procurement Policy was updated to set the maximum duration of all contracts to 5 years with no more than 2 amendments. The Policy does allow a contract to exceed 5-years only if the WRCOG Executive Director makes specific findings and receives Executive Committee approval.
- The RFP Policy requires RFPs for all contracts over \$100,000 unless the Executive Director makes specific findings under a limited set of circumstances.
- The Device Management Agreement is a new WRCOG policy and applies to all WRCOG-issued devices.
- The Administration & Finance Committee recommended that the Executive Committee approve the updated Policies with minor changes to the Device Management Agreement.

Housing Legislation Update

- SB 6, Local planning: housing: commercial zones: The Bill would make housing developments an “authorized use” in commercial zones. A development project in a commercial zone could be streamlined in the development review process, if 50% or more of the site has been vacant for a period of at least three years. This Bill shares many of the same goals that were part of AB 3107 from the 2020 session.
- SB 12, as amended, McGuire. Planning and zoning: wildfires: The Bill will require cities and counties to make specified findings on fire standards, prior to permitting a development in very high hazard fire severity zones and incorporates fire hazard planning into RHNA allocation objectives and methodology.
- AB 687 would authorize the creation of the Western Riverside Regional Housing Trust and would enable member agencies of WRCOG to voluntarily enter into a joint powers agreement for the purposes of creating and operating an agency to fund housing projects in Western Riverside County. The Trust would be governed by a separate Board of Directors made up of elected officials representing the County of Riverside and cities within the WRCOG subregion.
- Assembly Constitutional Amendment 7, all local land-use controls and zoning regulations to remain within the communities: voter approval. ACA 7 would ensure all decisions regarding local land use control and zoning regulations are made within the affected communities, in accordance with local law. Because ACA 7 is not likely to pass this year, a coalition of various Mayors has developed and circulated a proposed resolution which advocates for local control of land use decisions.
- Additional bills were addressed and can be found in the agenda packet.

SCAG Appointment Recommended

- With the passing of Jordan Ehrenkranz from Canyon Lake, SCAG has requested that WRCOG designate one local official to serve on one of its Policy Committees.
- The Administration & Finance Committee serves as the nominating body and nominated Jonathan Ingram from the City of Murrieta to serve on the Energy & Environment Committee.
- This nomination will be forwarded to the Executive Committee for action at its August meeting.

Next Meeting

The Administration & Finance Committee is **DARK** during the month of August. The next Administration & Finance Committee meeting is scheduled for Wednesday, September 8, 2021, at 12:00 p.m., virtually on the Zoom platform and in-person at the WRCOG’s offices.



**Western Riverside Council of Governments
Technical Advisory Committee
Meeting Recap
July 15, 2021**

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

Agenda Packet: <https://wrcog.us/DocumentCenter/View/9090/tac-071521>

PowerPoint Presentation: <https://wrcog.us/DocumentCenter/View/9107/tac0721pp>

TAC Leadership Elected for Fiscal Year 2021/2022

- Chair: Jeff Van Wagenen, County of Riverside
- Vice-Chair: Rob Johnson, City of San Jacinto
- 2nd Vice-Chair: Rod Butler, City of Jurupa Valley

Update on Early Childhood Education Challenges and Opportunities in the WRCOG Subregion

- Tammi Graham from First 5 Riverside provided an update on some of the recent activities happening in the field of Early Childhood Education.
- Notably, Tammi Graham provided five recommendations for Riverside County: provide childcare vouchers to essential and low-income workers, provide childcare stabilization grants and technical assistance, expand early care and education facilities, improve compensation and qualifications of the workforce, and reduce barriers to professional development.
- First 5 Riverside continues to advocate and support decision makers across the region to leverage resources and support the early childhood education industry.

UCR Presentation on OASIS Park

- Vice Chancellor Rodolfo Torres from UC Riverside provided an update on the Opportunities to Advance Sustainability, Innovation and Social Inclusion (OASIS) Park, a proposed cleantech and sustainability hub in the heart of the Inland Empire.
- OASIS is intended to be built in several phases over the course of the next coming years and has entered phase 1 of its development.
- OASIS recently received \$15 million in State funding for site acquisition and preparation for the project. Additionally, Brailsford and Dunlavey along with Perkins and Will have been brought on as consultants for the project to assist with the project's vision, planning and concept development as well as project economics and partnership structures.
- WRCOG and UCR intend to work in partnership to support OASIS and other economic development and innovation driven initiatives.

Energy Department Activities Update

- WRCOG commenced with the Smart Streetlights Implementation Plan, which will provide a framework for each member agency to leverage streetlights as smart city assets. At the request of the City of Jurupa Valley, the Smart Streetlights Implementation Plan will also include a broadband assessment.
- Since February 2021, staff have completed a community assessment and are nearly complete with peer agency interviews. The Community Assessment surveyed WRCOG members and Streetlight Program participants for information on "smart city pre-requisites." Staff hosted a workshop on July 20th to discuss member preferences on smart streetlight technologies and smart city solutions.

- The Western Riverside County Energy Resiliency Plan is assessing critical facilities and will identify the feasibility of implementing energy resilience solutions and/or microgrids to help maintain power supply during outage events. Staff have held two workshops for members to discuss findings of the literature review, identify community resilience issues, and to finalize goals and objectives of the Plan.

SAWPA OWOW Grant Funding Opportunity

- Staff from the Santa Ana Watershed Project Authority (SAWPA) provided an update on a grant opportunity through the One Water One Watershed (OWOW) Program.
- Through Proposition 1, there is an estimated \$27 million dollars for projects that fit the corresponding criteria: responds to climate change, contributes to regional water self-reliance, and includes multiple and quantifiable benefits.
- Public agencies, non-profits, public utilities, federally recognized Indian Tribes, California Native American Tribes, and mutual water companies are eligible to apply.
- Members interested in more information can sign up for an upcoming workshop via the OWOW email list on the SAWPA webpage: www.sawpa.org/owow/future-funding-opportunities/. The Call for Projects will begin Fall 2021.

Next Meeting

The next Technical Advisory Committee meeting is scheduled for Thursday, August 19, 2021, at 9:30 a.m., in-person at the WRCOG office at 3390 University Avenue, Suite 200, Riverside, and on the Zoom platform.



Western Riverside Council of Governments Executive Committee

Staff Report

Subject: Appointment of one WRCOG Representative to a SCAG Policy Committee
Contact: Chris Gray, Deputy Executive Director, cgray@wrcog.us, (951) 405-6710.
Date: August 2, 2021

Requested Action(s):

1. Appoint Jonathan Ingram, City of Murrieta, to the SCAG Energy & Environment Policy Committee for a term commencing August 2, 2021, through December 31, 2022.

Purpose:

The purpose of this item is to appoint one representative to a SCAG Policy Committee.

Background:

WRCOG's Executive Committee appoints a number of elected officials to represent the Agency and/or the subregion's interests on a number of committees. These include the following:

- California Association of Councils of Governments (CALCOG) (one appointment plus an alternate)
- Riverside County Solid Waste Advisory Council / Local Task Force (two appointments plus two alternates)
- Santa Ana Watershed Project Authority's (SAWPA) One Water One Watershed (OWOW) Steering Committee (one appointment)
- San Diego Association of Governments' (SANDAG) Borders Committee (one appointment plus an alternate)
- Southern California Association of Governments' (SCAG) Policy Committees (six appointments)

Per policy, all WRCOG appointees serve for a two-year term. Also per policy, priority in selection is to be given to elected officials to serve on WRCOG as Executive Committee members or alternates.

This current vacancy exists due to the passing of Council member Jordan Ehrenkranz, who was appointed to the Community, Economic, and Human Development (CEHD) Policy Committee.

The following members currently serve on a SCAG Policy Committee:

Member	Jurisdiction	Committee
Linda Krupa	Hemet	Transportation
Crystal Ruiz	San Jacinto	Transportation
Victoria Baca	Moreno Valley	Energy & Environment

Christi White	Murrieta	CEHD
Wes Speake	Corona	CEHD

The following members expressed interest in serving on a SCAG Policy Committee:

Member	Jurisdiction	Committee
Colleen Wallace	Banning	Transportation
*Tony Dadarrio	Corona	Any
Jonathan Ingram	Murrieta	1) Transportation; 2) Energy & Environment
Michael Vargas	Perris	Transportation
*Ronaldo Fierro	Riverside	Energy & Environment
Patricia Lock Dawson	Riverside	Energy & Environment
*Brian Hawkins	San Jacinto	1) CEHD; 2) Transportation

*Current Executive Committee member or alternate

The following members are current Regional Council Members (not WRCOG-appointed):

Member	Jurisdiction	Committee
Rey Santos	Beaumont	Transportation
Clint Lorimore	Eastvale	Transportation
Steve Manos	Lake Elsinore	Transportation
Marisela Magana	Perris	Transportation
Patricia Lock Dawson	Riverside	Transportation
Zak Schwank	Temecula	Transportation
Karen Spiegel	County	Transportation

Prior Action(s):

July 14, 2021: The Administration & Finance Committee recommended that the Executive Committee appoint Jonathan Ingram, City of Murrieta, to the SCAG Energy & Environment Policy Committee.

Fiscal Impact:

Stipends are allocated in the Fiscal Year 2021/2022 Agency Budget under the General Fund; however, stipends for attendance at SCAG meetings are provided by SCAG.

Attachment(s):

None.



Western Riverside Council of Governments Executive Committee

Staff Report

Subject: Report out of WRCOG Representatives on Various Committees
Contact: Chris Gray, Deputy Executive Director, cgray@wrcog.us, (951) 405-6710
Date: August 2, 2021

Requested Action(s):

1. Receive and file.

Purpose:

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

Background:

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.

CALCOG Board of Directors (Brian Tisdale)

The next CALCOG Board of Directors meeting is scheduled for August 20, 2021.

SANDAG Borders Committee (Crystal Ruiz)

A SANDAG Borders Committee meeting was held on July 23, 2021. Agenda highlights include:

- 2020 State of the Commute Report
- Otay Mesa Ease - Mesa de Otay II Port of Entry Project Updates
- Update on 2021 Bike Anywhere and Tijuaneando enBici Crossborder Celebration
- Tijuana-Tecate Interurban Train Project

The next SANDAG Borders Committee meeting is scheduled for September 24, 2021.

SAWPA OWOW Steering Committee (Ted Hoffman)

A SAWPA OWOW Steering Committee meeting was held on July 22, 2021. Agenda highlights include:

- Proposition 1 Round 2 Integrated Regional Water Management Grant Competition Process
- Disadvantaged Communities Involvement Program Status

The next SAWPA OWOW Steering Committee meeting is scheduled for September 23, 2021.

Prior Action(s):

July 12, 2021: The Executive Committee received and filed.

Fiscal Impact:

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

Attachment(s):

[Attachment 1 - SANDAG Borders Committee agenda 072321](#)

[Attachment 2 - SAWPA OWOW agenda of 072221](#)

Report out of WRCOG
Representatives on Various
Committees

Attachment 1
SANDAG Borders Committee
agenda of July 23, 2021

SANDAG

Borders Committee Agenda

Friday, July 23, 2021

12:30 p.m.

****Teleconference Meeting****

MEETING ANNOUNCEMENT AMIDST COVID-19 PANDEMIC:

The Borders Committee meeting scheduled for Friday, July 23, 2021, 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. Committee members will primarily participate in the meeting virtually, while practicing social distancing, from individual remote locations.

To participate via Zoom webinar, click the link to join the meeting: <https://zoom.us/j/94846418112>

Webinar ID: 948 4641 8112

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

Telephone: US:

+1 (669) 900-6833 or

+1 (253) 215-8782 or

+1 (346) 248-7799 or

+1 (312) 626-6799 or

+1 (929) 205-6099 or

+1 (301) 715-8592

International numbers available: <https://zoom.us/u/ab0svs9cyO>

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 reopen your browser and click the link to rejoin the meeting. SANDAG staff will take all possible measures to ensure a publicly accessible experience.

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 clerkoftheboard@sandag.org (please reference "Friday, July 23, 2021, Borders Committee 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 22, will be provided to members prior to the meeting.

If you desire to provide live verbal comment during the meeting, please join the Zoom meeting by computer or phone and use the "Raise Hand" function to request to provide public comment. On a computer, the "Raise Hand" feature is on the Zoom toolbar. By phone, enter *9 to "Raise Hand" and *6 to unmute. Requests to provide live public comment must be made at the beginning of the relevant item, and no later than the end of any staff presentation on the item. The Clerk will call on members of the public who have timely requested to provide comment by name for those joining via a computer and by the last three digits of for those joining via telephone. All comments received prior to the close of the meeting will be made part of the meeting record. Please note that any available chat feature on the Zoom meeting platform should be used by panelists and attendees solely for procedural or other "housekeeping" matters as comments provided via the chat feature will not be retained as part of the meeting record. All comments to be provided for the record must be made via email or orally per the instructions above.



Welcome to SANDAG. Members of the public may speak to the 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 Committee 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 Clerk of the Board at ClerkoftheBoard@sandag.org or at (619) 699-1985, 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 at least 72 hours in advance of the meeting.

SANDAG agenda materials can be made available in alternative languages. To make a request, call (619) 699-1900 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.

如有需要, 我们可以把SANDAG议程材料翻译成其他语言.

请在会议前至少 72 小时打电话 (619) 699-1900 提出请求.

Vision Statement

Pursuing a brighter future for all.

Mission Statement

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

Our Commitment to Equity

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

We have an obligation to eliminate disparities and ensure that safe, healthy, accessible, and inclusive opportunities are available to everyone. In 2021, SANDAG will develop an equity action plan that will inform how we plan, prioritize, fund, and build projects and programs; frame how we work with our communities; define how we recruit and develop our employees; guide our efforts to conduct unbiased research and interpret data; and set expectations for companies and stakeholders that work with us.

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

San Diego Association of Governments

401 B Street, Suite 800, San Diego, CA 92101-4231 × (619) 699-1900 × Fax (619) 699-1905 × sandag.org

Borders Committee

Friday, July 23, 2021

Item No.		Action
1.	Public Comments/Communications/Member Comments Members of the public shall have the opportunity to address the Borders Committee on any issue within the jurisdiction of the Committee that is not on this agenda. Public speakers are limited to three minutes or less per person. Committee members also may provide information and announcements under this agenda item. If the number of public comments under this agenda item exceeds five, additional public comments will be taken at the end of the agenda. Subjects of previous agenda items may not again be addressed under public comment.	
2.	Executive Director's Report <i>Hasan Ikhata, SANDAG</i> An update on key programs, projects, and agency initiatives will be presented.	Discussion
Consent		
+3.	Approval of Meeting Minutes The Borders Committee is asked to approve the minutes from its June 25, 2021, meeting.	Approve
Reports		
+4.	2020 State of the Commute Report <i>Grace Mino, SANDAG</i> An overview on the regional transportation system performance data shown in the 2020 State of the Commute report based on the review and acceptance of the <i>TransNet</i> Independent Taxpayer Oversight Committee, will be presented.	Information
+5.	Otay Mesa East - Mesa de Otay II Port of Entry Project Updates: Signage of the Memorandum of Understanding Between the State of California, SANDAG, and Mexican Agencies <i>Mario Orso, Caltrans</i> <i>María Rodríguez, SANDAG</i> An update on the Memorandum of Understanding between the State of California, SANDAG, and Mexican agencies signed on July 28, 2021, will be presented.	Information

- | | | |
|-----|---|-------------|
| +6. | <p>Update on 2021 Bike Anywhere and Tijuaneando en Bici Crossborder Celebration</p> <p><i>Elizabeth Hensley-Chaney and Daniel Gómez, Alianza por una Movilidad Activa Alejandra Leal, Coalición Movilidad Segura</i></p> <p>An overview of activities organized by the crossborder bike community for the SANDAG Bike Anywhere Week, which encouraged anyone to bike anywhere and was held from May 16 to May 22, 2021, will be presented.</p> | Information |
| 7. | <p>Tijuana-Tecate Interurban Train Project</p> <p><i>Abel Guzmán, Baja California Expressway</i></p> <p>An overview of the Tijuana-Tecate Interurban Train project, which proposes to implement a passenger rail line serving an approximately 17-mile corridor through Tijuana in its first phase, will be presented.</p> | Information |
| 8. | <p>Upcoming Meetings</p> <p>The next Borders Committee meeting is scheduled for Friday, September 24, 2021, at 12:30 p.m.</p> | Information |
| 9. | <p>Adjournment</p> | |

+ next to an item indicates an attachment

Report out of WRCOG
Representatives on Various
Committees

Attachment 2
SAWPA OWOW Steering Committee
agenda of July 22, 2021

One Water One Watershed

...A United Voice for the Santa Ana River Watershed

OWOW Steering Committee Members

Bruce Whitaker, Convener | SAWPA Commissioner
Mike Gardner, SAWPA Commissioner
Doug Chaffee, Orange County Supervisor
Karen Spiegel, Riverside County Supervisor
Curt Hagman, San Bernardino County Supervisor
James Hessler, Altman Plants

Garry W. Brown, Orange County Coastkeeper
Joe Kerr, Regional Water Quality Control Board
Deborah Robertson, Mayor, City of Rialto
Ted Hoffman, Councilmember, City of Norco
Nicholas Dunlap, Mayor Pro Tem, City of Fullerton

PURSUANT TO THE PROVISIONS OF EXECUTIVE ORDER N-29-20 and N-08-21, THIS MEETING WILL BE CONDUCTED VIRTUALLY. ALL VOTES TAKEN WILL BE AN ORAL ROLL CALL.

This meeting will be accessible as follows:

Meeting Access Via Computer (Zoom)*:	Meeting Access Via Telephone*:
• https://sawpa.zoom.us/j/88689389456 • Meeting ID: 886 8938 9456	• 1 (669) 900-6833 • Meeting ID: 886 8938 9456
* 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.	

**REGULAR MEETING OF THE
OWOW STEERING COMMITTEE
Thursday, July 22, 2021 – 11:00 a.m.**

AGENDA

1. CALL TO ORDER | PLEDGE OF ALLEGIANCE (Bruce Whitaker, 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 27, 2021



...A United Voice for the Santa Ana River Watershed

4. BUSINESS ITEMS

A. Proposition 1 Round 2 Integrated Regional Water Management Grant Competition Process (SC#2021.8)

Presenter: Ian Achimore

Recommendation: Receive and file.

B. Disadvantaged Communities Involvement (DCI) Program Status (SC#2021.9)

Presenter: Rick Whetsel

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 svilla@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 Committee 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, Sara Villa, Clerk of the Board of the Santa Ana Watershed Project Authority declare that on July 15, 2021, 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.

2021 OWOW Steering Committee Regular Meetings

Fourth Thursday of Every Other Month (January, March, May, July, September, November)

(Note: All meetings begin at 11:00 a.m., unless otherwise noticed, and are held at SAWPA.)

January		March	
1/28/21	Regular Committee Meeting [cancelled]	3/25/21	Regular Committee Meeting
May		July	
5/27/21	Regular Committee Meeting	7/22/21	Regular Committee Meeting
September		November	
9/23/21	Regular Committee Meeting	11/18/21*	Regular Committee Meeting*

* Meeting date adjusted due to conflicting holiday.



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 2, 2021

Requested Action(s):

1. Receive and file.
-

Purpose:

The purpose of this item is to provide an update on the Agency Audit for Fiscal Year 2020/2021 and financials through June 2021.

Background:

WRCOG utilizes the services of the audit firm Rogers, Anderson, Malody, and Scott (RAMS), to conduct its financial audit.

Fiscal Year 2020/2021 Agency Audit

WRCOG's annual Agency audit is tentatively scheduled to begin the week of August 9, 2021. The first visit is known as the "interim" audit; in October 2021, RAMS will return to finish its second round, which is known as "fieldwork."

Financial Report Summary Through June 2021

The Agency Financial Report summary through June 2021, a monthly overview of WRCOG's financial statements in the form of combined Agency revenues and costs, is provided as Attachment 1. These are preliminary numbers and have not yet been finalized for the fiscal year.

Prior Action(s):

None.

Fiscal Impact:

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

Attachment(s):

[Attachment 1 - June-2021 Agency Financials](#)



**Western Riverside Council of Governments
Preliminary Budget to Actuals
For the Month Ending June 30, 2021**

	Approved Budget 6/30/2021	Thru Actual 6/30/2021	Remaining Budget 6/30/2021
Revenues and Transfers in			
Member Dues	311,410	286,640	24,770
General Assembly Revenue	300,000	47,000	253,000
Interest Revenue - Other	25,000	11,561	13,439
Operating Transfer In	2,208,432	2,024,396	184,036
Clean Cities	175,000	151,000	24,000
Solid Waste	112,970	112,970	-
Used Oil	376,396	376,396	-
Gas Company Revenue	108,400	99,408	8,992
Regional Streetlights Revenue	201,915	201,915	-
WRCOG HERO	136,290	58,530	77,760
PACE Residential	78,000	41,348	36,652
PACE Commercial	200,000	616,721	(416,721)
CA HERO	1,464,730	3,134,803	(1,670,073)
Commerical/Service	1,028,417	1,723,472	(695,055)
Retail	2,240,810	1,845,580	395,230
Industrial	5,918,236	4,758,736	1,159,500
Single Family Residential	16,306,756	44,613,416	(28,306,660)
Multi-Family	6,685,379	6,543,261	142,118
LTF Revenue	676,500	676,500	-
Grant Revenue	125,000	125,000	-
CAP Grant Revenue	260,000	211,356	48,644
Adaptation Grant Revenue	409,894	138,659	271,235
Local Jurisdiction Match	100,000	90,000	10,000
Total Revenues and Transfers in	\$ 40,539,535	\$ 67,888,668	\$ (27,349,133)
Expenses			
Salaries	2,053,769	1,953,006	100,763
Benefits	1,027,040	930,413	96,627
Overhead	1,443,294	1,323,019	120,275
Legal	285,600	1,350,557	(1,064,957)
Advertising Media	65,667	107,100	(41,433)
Audit Svcs - Professional Fees	35,000	27,825	7,175
Auto Fuels Expense	1,500	337	1,163
Auto Maintenance Expense	500	516	(16)
Bank Fees	33,885	20,706	13,179
Coffee and Supplies	3,000	3,476	(476)
COG HERO Share Expenses	5,000	793	4,207
Commissioner Per Diem	62,500	53,250	9,250
Communications - Web Site	8,000	7,554	446
Communications - Cellular Phones	13,500	12,073	1,427
Communications - Computer Services	53,000	50,455	2,545
Communications - Regular Phone	16,000	12,378	3,622
Compliance Settlements	-	390,108	(390,108)

Computer Equipment/Supplies	13,000	7,799	5,201
Computer Hardware	10,000	8,295	1,705
Computer Software	80,500	57,481	23,019
Consulting Labor	2,268,780	1,651,421	617,359
Equipment Maintenance - General	8,000	1,250	6,750
Event Support	165,736	135,595	30,141
General Assembly Expenses	300,000	41,373	258,627
Insurance - Gen/Busi Liab/Auto	115,500	111,643	3,857
Meals	7,900	2,323	5,577
Meeting Support Services	9,250	692	8,558
Membership Dues	32,750	22,534	10,216
Office Lease	390,000	360,930	29,070
OPEB Repayment	110,526	110,526	-
Other Expenses	9,750	3,291	6,459
Parking Cost	20,000	23,566	(3,566)
Parking Validations	15,827	2,967	12,860
Postage	5,350	1,555	3,795
Printing Services	5,000	1,830	3,170
Program/Office Supplies	14,700	16,279	(1,579)
Recording Fee	173,525	72,121	101,404
Rent/Lease Equipment	20,000	8,285	11,715
Seminar/Conferences	10,650	492	10,158
Staff Recognition	1,000	1,979	(979)
Storage	9,500	6,757	2,743
Subscriptions/Publications	4,250	1,685	2,565
Supplies/Materials	75,478	23,274	52,204
Training	10,000	1,075	8,925
Travel - Airfare	4,250	9	4,241
Travel - Mileage Reimbursement	11,250	1,276	9,974
TUMF Project Reimbursement	30,892,416	19,839,393	11,053,023
Total Expenses	\$ 40,468,538	\$ 28,761,262	\$ 11,707,276



Western Riverside Council of Governments Executive Committee

Staff Report

Subject: PACE Programs Activities Update: Requests to Enter into a PSA with First National Assets and Making Certain Determinations with Respect to the Placement of Assessments on the Tax Roll in Ventura County

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

Date: August 2, 2021

Requested Action(s):

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 21-21; A Resolution of the Executive Committee of the Western Riverside Council of Governments approving a Purchase and Sales Agreement for the sale of Assessment Installment Receivables.
3. Adopt Resolution Number 22-21; A Resolution of the Executive Committee of the Western Riverside Council of Governments making certain determinations with respect to the placement of Assessments on the Tax Roll in Ventura County.

Purpose:

The purpose of this item is to seek authorization to enter into a Purchase and Sale Agreement (PSA) with First National Assets and to make certain determinations required for placement of assessments on the Ventura County tax roll.

Background:

WRCOG's Property Assessed Clean Energy (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 Greenworks, CleanFund, and Twain as commercial PACE providers.

Purchase and Sale Agreement for Delinquent Parcels: First National Assets (FNA) has offered to purchase the delinquencies from residential and commercial parcels of all PACE providers for Tax Year 2020/2021. FNA was initially selected through sole source as they had unique experience providing this financing as a backstop for other public entities. They were originally brought back in 2018/2019 after WRCOG experienced a shortfall of funds needed to pay the bonds in 2017. 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 21-21.

The Agreement with FNA 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.

There is a link between non-payment and foreclosure, for example, if a property owner fails to make regular payments on their PACE assessment, they could be subject to a judicial foreclosure action. However, WRCOG Executive Committee made a policy to not be the cause of foreclosures on residential property owners. This policy places the financial burden on WRCOG to ensure that bonds are paid in full, regardless of where the funds come from. In early years of the Program, Renovate America would pay the difference between what was received through the payments of the assessments and what was owed on the bonds. However, in 2017, Renovate America refused to fill that gap, leaving WRCOG responsible for paying approximately \$350,000 on behalf of delinquent property owner to ensure bond payments were made in full. That was not sustainable, so FNA was brought in to fill the gap left by Renovate America.

It should be noted, it is only the delinquent amount that is assigned to FNA, not the entire amount of the assessment. In practice, FNA provides the funds so bonds can be paid in full. As individual property owners come current on their taxes, any fees or penalties associated with those late payments are assigned to FNA in consideration for them providing the funds to ensure bonds are paid.

It was staff's intent to report on the status of PACE delinquencies at the September 2021 Administration & Finance Committee meeting, and request that the Executive Committee adopt a resolution that would defer the judicial foreclosure proceedings on delinquent residential parcels for the 2020/2021 Tax year, and assign WRCOG's collection rights to FNA. Entering into the FNA Agreement would allow WRCOG to have the funding needed to pay bondholders and opt to defer judicial foreclosure proceedings. 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 2021, when PACE bond investors are paid, staff is requesting the Agreement to be approved now.

Levy of Assessments: Assessment contracts have been entered into within the County of Ventura. At the June 7, 2021, meeting, the Executive Committee authorized the placement of PACE assessments on the tax roll within said County. The County has requested that the Executive Committee make certain additional determinations in order to place assessments on the tax roll which include making a determination regarding the outstanding assessments within the County as set forth in Streets and Highways Code Section 8682(a).

WRCOG's bond counsel has developed Resolution Number 22-21 (Attachment 2) that makes such determinations. Exhibit A of Resolution Number 22-21, which sets forth the outstanding assessments, has been prepared by dta, WRCOG's special assessment administrator.

Prior Action(s):

June 7, 2021: The Executive Committee adopted Resolution Number 06-21; 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.

October 5, 2020: The Executive Committee adopted Resolution Number 27-20; A Resolution of the Executive Committee of the Western Riverside Council of Governments waiving judicial foreclosure proceeding requirements for delinquent payments of assessments of the Energy Efficiency and Water Conservation Program for Western Riverside County and the California HERO Program.

August 3, 2020: The Executive Committee 1) authorized 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; and 2) adopted 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.

Fiscal Impact:

The exact fiscal impact of this item is not known, as the purchase price has not been finalized. WRCOG will receive a 2% fee of the revenue as a result of this agreement.

Attachment(s):

[Attachment 1 - Resolution 21-21 Approving Purchase and Sale Agreement FNA](#)

[Attachment 2 - Resolution 22-21 Tax Roll determinations- Ventura County](#)

PACE Programs Activities
Update: Request to Enter into a Purchase
and Sale Agreement with First National
Assets and Making Certain Determinations
with Respect to the Placement of
Assessments on the Tax Roll in Ventura
County

Attachment 1

Resolution Number 21-21 Approving
Purchase and Sale Agreement with
FNA

RESOLUTION NUMBER 21-21

**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 a 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 the 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 2, 2021.

Karen Spiegel, Chair
WRCOG Executive Committee

Kurt Wilson, 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 _____, 2021

between

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS,

as Seller

and

FNA CALIFORNIA, LLC,

as Purchaser

**Regarding
Assessment Installment Receivables
for the 2021-2022 Tax Year**

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PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this "Agreement"), dated as of _____, 2021, 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

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.

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

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.

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 Installments Purchased” has the meaning set forth in Section 2.01(a) hereof.

“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 _____, 2021.

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.

“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 _____, 2021.

“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 \$_____ of the delinquent Assessment Installments included in Assessment Installment Receivables to be purchased ("Assessment Installments Purchased"), plus a premium equal to _____ percent (____%) of the Assessment Installments Purchased (the "Premium") in the amount of \$_____, 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
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If to WRCOG:	Western Riverside Council of Governments 3390 University Ave. Suite 200 Riverside, California 92501 Attn: Executive Director
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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, 2023, June 30, 2024, and June 30, 2025, 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.

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 & 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 of Trust 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 Refunding Bonds, Series 2020 (Commercial Program).

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

PACE Programs Activities
Update: Request to Enter into a Purchase
and Sale Agreement with First National
Assets and Making Certain Determinations
with Respect to the Placement of
Assessments on the Tax Roll in Ventura
County

Attachment 2

Resolution Number 22-21 Making
certain determinations with respect to
the placement of assessment on the
tax roll in Venture County

RESOLUTION NUMBER 22-21

A RESOLUTION OF THE EXECUTIVE COMMITTEE OF THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS MAKING CERTAIN DETERMINATIONS WITH RESPECT TO THE PLACEMENT OF ASSESSMENTS ON THE TAX ROLL IN VENTURA COUNTY

WHEREAS, the Executive Committee of the Western Riverside Council of Governments (the "Executive Committee" and "WRCOG" respectively) has undertaken proceedings to establish and has established pursuant to Chapter 29 of Part 3 of Divisions 7 of the California Streets and Highways Code ("Chapter 29") the "WRCOG Energy Efficiency and Water Conservation Program for Western Riverside County" and the "California PACE Program" to assist property owners within the jurisdictional boundaries of the program area of each Program (the "Program Areas") with the cost of installing distributed generation renewable energy sources, energy and water efficient improvements and electric vehicle charging infrastructure that are permanently fixed to their properties and other improvements authorized pursuant to Chapter 29 ("Authorized Improvements"); and

WHEREAS, the Executive Committee has by previous resolutions declared its intent to levy assessments for the purpose of financing Authorized Improvements under the provisions of Chapter 29; and

WHEREAS, assessment contracts have been entered into for properties located within the jurisdictional boundaries of Ventura County (the "County") to finance Authorized Improvement for properties located within the County; and

WHEREAS, pursuant to the provisions of Streets and Highways Code Section 8682(a) WRCOG is required to file with the County a copy of the order of this Executive Committee determining the assessments remaining unpaid; and

WHEREAS, such unpaid assessments and the amount of the levy for Fiscal Year 2021-22 are set forth in Exhibit A; and

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 hereby determines that amounts set forth in Exhibit A attached hereto are the unpaid Assessments within the County and the amounts to be levied for such Assessments in Fiscal Year 2021-22.

Section 3. The Executive Director, or any designee of the Executive Director (each, an "Authorized Representative"), is hereby authorized and directed to take any other actions in the judgment of the Executive Director or such Authorized Representative necessary to place the special assessments on the Fiscal Year 2021-2022 tax roll of the County.

Section 4. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED at a meeting of the Executive Committee of the Western Riverside Council of Governments held on August 2, 2021.

Karen Spiegel, Chair
WRCOG Executive Committee

Kurt Wilson, Executive Director
WRCOG Executive Committee

Approved as to form:

Best Best & Krieger LLP,
Bond Counsel

EXHIBIT A

AssessmentContractCode	ParcelNumber	7/2/2021 Principal Balance	FY 2021-2022 Levy Exluding Ventura Add On Fee	Estimated Ventura Add On Fee	Total Estimated Levy
CA111104281	5180022185	16,579.08	1,814.89	-	1,814.89
CA111104242	5180022185	69,862.11	7,704.03	23.66	7,727.69
CA111101489	5180051255	17,045.53	2,368.76	5.70	2,374.46
CA111103307	5180052185	16,046.95	1,463.24	3.43	1,466.67
CA111103514	5200240250	13,988.11	1,874.96	4.46	1,879.42
CA111103180	5210363315	14,277.07	2,544.12	6.14	2,550.26
CA111102804	5210394135	6,019.75	830.58	1.84	832.42
CA111102044	5220011105	22,563.91	4,372.34	10.72	4,383.06
CA111103722	5220162055	20,439.62	2,513.98	-	2,513.98
CA111102603	5220162055	3,608.72	2,072.76	11.25	2,084.01
CA111102335	5230063015	29,069.61	3,016.74	7.32	3,024.06
CA111101736	5230092165	10,378.54	2,062.40	4.93	2,067.33
CA111101025	5230221035	52,510.75	7,099.60	17.56	7,117.16
CA111103278	5240022165	11,720.23	1,162.41	-	1,162.41
CA111102485	5240022165	45,722.86	4,615.57	14.25	4,629.82
CA111103414	5260090580	10,504.75	4,014.38	9.82	4,024.20
CA111102201	5510046160	8,190.32	4,598.00	11.29	4,609.29
CA111103015	5510051490	20,285.79	3,574.88	8.72	3,583.60
CA111102133	5700192585	2,502.45	1,379.30	-	1,379.30
CA111101955	5700192585	14,243.42	7,922.54	23.08	7,945.62
CA111102206	5700260435	19,109.70	2,015.68	4.81	2,020.49
CA111101375	5700341015	22,741.13	3,128.52	7.60	3,136.12
CA111101672	6580071010	42,346.01	4,266.81	-	4,266.81
CA111101538	6580071010	49,650.68	5,570.89	-	5,570.89
CA111101957	6580071010	14,136.84	1,956.14	29.33	1,985.47
CA111103347	6580073095	13,736.83	1,842.98	4.38	1,847.36
CA111101159	6580122035	41,256.60	4,629.05	-	4,629.05
CA111101039	6580122035	17,178.28	2,006.03	16.39	2,022.42
CA111101224	6580122105	12,545.85	6,992.66	17.29	7,009.95
CA111101567	6580123035	31,990.05	6,159.20	15.20	6,174.40
CA111101345	6580123090	6,612.09	3,730.30	9.11	3,739.41
CA111101613	6580143150	16,377.13	2,279.60	5.48	2,285.08
CA111102598	6600062170	7,022.64	939.12	-	939.12
CA111102474	6600062170	8,059.62	1,167.74	5.04	1,172.78
CA111103225	6600084185	10,128.59	1,383.84	3.23	1,387.07
CA111101536	6600144265	6,210.03	923.38	2.08	925.46

CA111101226	6610041235	15,195.26	3,342.98	8.14	3,351.12
CA111102750	6610224095	4,936.54	2,809.10	6.80	2,815.90
CA111102774	6610290155	16,185.13	3,163.12	7.69	3,170.81
CA111101747	6630060095	44,094.52	5,976.92	14.74	5,991.66
CA111101282	6650162225	4,556.34	865.89	-	865.89
CA111101508	6650162225	19,475.49	2,272.53	7.63	2,280.16
CA111101305	6660051095	12,640.43	2,491.18	6.01	2,497.19
CA111102182	6670203345	14,368.55	2,730.60	-	2,730.60
CA111102337	6670203345	15,443.21	1,816.58	11.16	1,827.74
CA111104200	6680242025	81,903.32	8,394.98	20.84	8,415.82
CA111101495	6690132120	40,946.49	5,557.00	13.69	5,570.69
CA111102623	6690132490	45,314.86	5,166.70	12.71	5,179.41
CA111103099	6710280675	7,412.08	1,366.48	3.19	1,369.67
CA111101927	6730450625	9,784.80	5,474.66	13.48	5,488.14
CA111101961	6740111145	13,131.98	2,584.36	6.24	2,590.60
CA111104267	6740233045	45,917.96	4,367.10	10.75	4,377.85
CA111103405	6750012185	18,272.92	2,336.86	5.62	2,342.48
CA111104166	6750041135	11,830.30	1,818.32	-	1,818.32
CA111103483	6750041135	18,194.65	2,321.05	-	2,321.05
CA111103455	6750041135	17,306.79	2,286.91	15.87	2,302.78
CA111101449	6750091225	11,713.05	2,315.38	5.57	2,320.95
CA111101414	6750213105	18,068.92	2,117.28	5.07	2,122.35
CA111101727	6750215045	2,602.23	1,434.27	-	1,434.27
CA111101532	6750215045	18,519.04	2,164.07	8.79	2,172.86
CA111102948	6750242025	13,110.14	2,343.94	5.64	2,349.58
CA111103232	6750252035	26,534.74	2,148.88	5.15	2,154.03
CA111102066	6750321035	28,973.28	3,959.84	9.69	3,969.53
CA111103074	6780092065	6,163.76	673.74	-	673.74
CA111102620	6780092065	9,133.90	1,824.78	6.02	1,830.80
CA111103787	6780223035	45,086.37	3,914.30	9.64	3,923.94
CA111101140	6780340255	28,944.95	4,168.84	10.21	4,179.05
CA111102487	6790082025	12,352.06	1,742.68	4.13	1,746.81
CA111102983	6820022095	23,003.38	3,022.14	7.34	3,029.48
CA111103153	6820113095	12,338.36	1,665.02	3.94	1,668.96
CA111104071	6900340125	35,681.27	3,549.68	8.72	3,558.40
CA111102705	6960141095	40,628.64	3,559.22	8.68	3,567.90
CA111102960	6960162145	14,471.19	1,936.44	4.62	1,941.06
CA111102296	6960182045	29,670.80	4,052.90	9.92	4,062.82
CA111103071	6960322025	5,753.34	889.81	-	889.81
CA111102690	6960322025	15,225.37	2,030.17	7.08	2,037.25

CA111102865	5800350415	13,609.72	1,826.82	4.34	1,831.16
CA111102687	5960021605	11,438.38	6,383.78	15.76	6,399.54
RVT93470N-151021	5960021845	18,574.51	2,709.26	6.55	2,715.81
CA111103577	5960031415	68,252.62	7,536.78	18.65	7,555.43
CA111103155	5960250065	38,681.02	4,579.10	11.24	4,590.34
CA111102709	6110020095	44,275.97	4,475.34	10.98	4,486.32
RVT94979NB-150702	6110090625	3,989.17	854.82	-	854.82
RVT94979N-150702	6110090625	99,673.33	11,578.06	30.93	11,608.99
RVT94325C-150828	6110121145	22,716.22	2,712.56	6.56	2,719.12
CA111103202	6110153105	15,212.75	2,635.28	6.37	2,641.65
CA111102980	6110163055	101,499.25	11,161.76	27.74	11,189.50
RVT93953N-150923	6110232105	10,784.69	1,612.88	3.80	1,616.68
CA111103803	6110263355	38,066.09	3,209.34	7.87	3,217.21
CA111103335	6110280755	9,494.29	3,637.36	8.88	3,646.24
CA111102918	6120042275	4,123.79	1,619.38	3.82	1,623.20
CA111103840	6120061075	24,889.69	2,597.82	6.34	2,604.16
CA111100962	6130065185	19,561.68	2,349.06	5.65	2,354.71
CA111102854	6130083045	10,265.32	1,192.99	-	1,192.99
CA111101419	6130083045	15,347.22	2,139.23	8.11	2,147.34
RVT95582N-150509	6140081225	10,084.06	2,593.74	6.26	2,600.00
CA111103759	6140082175	33,895.71	3,512.50	8.63	3,521.13
CA111102818	6140091145	20,084.26	2,774.10	6.72	2,780.82
CA111102871	6140093055	48,241.23	4,867.62	11.96	4,879.58
CA111103416	6140170575	19,679.30	2,240.68	5.38	2,246.06
RVT95615N-150506	6150481265	20,159.38	2,932.32	7.11	2,939.43
CA111102471	6160020445	39,645.56	4,017.24	9.83	4,027.07
CA111102423	6160054085	41,969.20	4,313.26	10.57	4,323.83
RVT92849C-151210	6160131045	10,269.84	2,290.16	5.50	2,295.66
RVT93263N-151109	6160133035	12,618.84	2,792.26	6.76	2,799.02
RVT94742N-150723	6160143125	12,773.37	1,892.78	4.51	1,897.29
CA111104176	6160144045	8,185.41	1,334.94	3.15	1,338.09
CA111102355	6160190725	80,251.11	8,160.92	20.22	8,181.14
RVT95918N-150324	6170043075	25,892.19	5,629.44	13.87	5,643.31
CA111103898	6170121035	22,830.85	3,607.78	-	3,607.78
CA111103104	6170121035	15,679.09	1,422.86	12.37	1,435.23
CA111104149	6170151065	22,991.21	3,013.78	7.38	3,021.16
RVT94559N-150808	6170203575	20,329.32	2,956.24	7.17	2,963.41
RVT94088N-150913	6170233275	8,912.54	1,349.40	3.14	1,352.54
CA111103092	6170233295	13,931.20	2,244.20	5.39	2,249.59
RVT95552N-150514	6180115045	2,498.66	382.92	0.72	383.64

RVT92993N-151201	6180132095	56,218.39	6,572.94	16.24	6,589.18
RVT92966N-151202	6180134055	24,425.70	3,532.78	8.62	3,541.40
RVT95660N-150504	6180134065	51,543.63	6,034.28	14.89	6,049.17
CA1111103023	6190234085	18,117.50	3,202.92	7.79	3,210.71
CA1111103196	6190270065	89,929.73	7,055.94	17.45	7,073.39
CA1111100992	6250020415	18,201.61	2,656.78	6.42	2,663.20
RVT95903N-150325	6250030130	43,078.87	6,158.12	15.20	6,173.32
CA1111103653	6250091175	22,344.49	2,249.06	5.46	2,254.52
CA1111101705	6250100205	5,766.83	3,265.58	7.95	3,273.53
CA1111102231	6250200195	6,338.88	3,580.10	8.74	3,588.84
CA1111102994	6250210225	17,261.62	3,056.10	7.42	3,063.52
RVT93980C-150921	6260073175	24,578.16	2,927.10	7.10	2,934.20
CA1111103607	6260264135	33,334.26	2,675.20	6.47	2,681.67
CA1111103578	6260272055	32,439.59	4,074.94	9.98	4,084.92
CA1111102414	6260292255	10,297.32	2,047.02	4.89	2,051.91
CA1111102148	6260302045	36,964.35	3,810.22	9.31	3,819.53
CA1111102188	6270122045	22,738.15	3,128.12	7.60	3,135.72
CA1111103080	6270124115	42,404.49	3,710.64	9.06	3,719.70
CA1111103221	6270131035	50,041.22	8,679.22	21.51	8,700.73
RVT94919N-150708	6270145035	8,285.47	1,866.00	4.44	1,870.44
CA1111104224	6270202035	22,437.65	2,530.06	6.14	2,536.20
CA1111103430	6270253075	30,347.35	3,403.84	8.29	3,412.13
CA1111103451	6270263145	28,953.57	3,164.81	-	3,164.81
CA1111103320	6270263145	46,306.13	5,135.99	20.56	5,156.55
CA1111103369	6270279085	41,969.34	4,821.24	11.85	4,833.09
CA1111101659	6270303025	22,225.14	3,059.70	7.43	3,067.13
CA1111102061	6270322015	14,883.44	1,990.34	-	1,990.34
RVT93665N-151008	6270322015	16,329.61	2,388.32	10.74	2,399.06
CA1111101860	6270323125	4,400.97	2,514.64	6.06	2,520.70
RVT91919C-160229	6290041415	32,778.87	3,786.53	-	3,786.53
CA1111100954	6290041415	7,114.08	1,606.15	13.28	1,619.43
RVT95909N-150324	6290101015	19,468.72	4,256.42	10.43	4,266.85
CA1111103627	6290112215	8,032.70	3,109.28	7.62	3,116.90
CA1111103693	6300012085	12,646.81	1,321.16	3.14	1,324.30
CA1111102973	6300031075	16,025.81	2,134.24	5.11	2,139.35
CA1111102387	6300092045	53,562.81	5,478.52	13.49	5,492.01
CA1111102491	6310074145	40,900.41	4,672.62	11.47	4,684.09
CA1111103173	6310074165	26,307.49	3,355.97	-	3,355.97
CA1111102952	6310074165	27,250.31	3,245.59	16.31	3,261.90
CA1111103412	6310126140	18,394.31	1,914.80	4.56	1,919.36

CA111101477	6310132085	27,751.97	3,201.02	7.79	3,208.81
CA111103066	6310132125	24,750.52	2,793.62	6.76	2,800.38
RVT95807A-150409	6310137025	47,106.41	5,702.54	14.05	5,716.59
CA111102549	6310180695	13,814.45	2,713.74	6.56	2,720.30
CA111103501	6320030605	12,993.72	2,264.74	5.44	2,270.18
CA111102327	6320163025	14,325.62	1,534.84	3.61	1,538.45
RVT95039C-150628	6320163075	52,393.42	6,132.20	15.13	6,147.33
CA111102500	6320181015	21,336.78	2,149.91	-	2,149.91
CA111102304	6320181015	17,038.23	1,802.11	9.66	1,811.77
CA111101068	6320201085	19,336.73	2,728.36	-	2,728.36
RVT93356NB-151102	6320201085	24,907.11	2,877.20	-	2,877.20
RVT93356N-151102	6320201085	16,680.10	2,003.00	18.83	2,021.83
CA111102160	6320233055	19,354.37	2,040.28	4.88	2,045.16
CA111102567	6320233075	15,366.97	2,144.86	5.14	2,150.00
CA111101956	6320236135	17,553.93	3,422.60	8.34	3,430.94
CA111103321	6320272035	39,975.56	4,049.88	9.91	4,059.79
CA111101304	6320305025	17,374.37	2,039.56	4.87	2,044.43
CA111103550	6330021025	10,111.12	3,867.50	9.46	3,876.96
CA111102682	6330022205	19,758.46	2,306.38	5.54	2,311.92
RVT93035C-151128	6330024185	21,966.33	2,626.14	6.34	2,632.48
CA111103245	6330041135	21,963.77	2,267.92	5.45	2,273.37
CA111103034	6330041175	16,456.24	1,894.40	4.51	1,898.91
CA111104017	6330044045	12,058.84	1,970.78	4.76	1,975.54
RVT94379C-150824	6330082085	18,028.60	2,632.42	6.36	2,638.78
CA111101181	6330084025	13,603.70	1,526.36	-	1,526.36
CA111100948	6330084025	26,038.72	3,091.58	11.34	3,102.92
RVT95003C-150701	6330121375	10,228.70	1,273.64	2.95	1,276.59
CA111103383	6330132095	17,840.82	6,845.32	16.92	6,862.24
CA111102112	6330151015	29,470.63	4,026.18	9.85	4,036.03
CA111103659	6330154105	64,612.27	5,586.20	13.83	5,600.03
CA111103021	6340031030	16,511.09	1,895.24	4.51	1,899.75
CA111101731	6340103055	5,156.37	2,929.94	7.11	2,937.05
CA111101654	6340132205	24,864.72	3,325.11	-	3,325.11
RVT94118N-150911	6340132205	45,497.85	5,329.33	21.45	5,350.78
CA111101854	6340181145	36,881.37	4,222.80	10.35	4,233.15
CA111103560	6340201025	27,111.79	2,193.56	5.26	2,198.82
RVT93320N-151105	6350122060	15,435.55	3,394.34	8.27	3,402.61
CA111101713	6350240315	16,179.56	1,905.82	4.54	1,910.36
RVT92747P-151217	6360052125	21,776.20	3,159.88	7.68	3,167.56
RVT94487N-150816	6360091055	16,178.04	3,553.04	8.67	3,561.71

CA111104284	6360092105	13,254.19	1,424.90	3.37	1,428.27
CA111102119	6360122175	38,422.40	4,395.28	10.78	4,406.06
RVT94508N-150812	6360133025	23,780.38	2,835.16	6.87	2,842.03
CA111101272	6360135025	18,665.14	2,584.80	6.24	2,591.04
RVT92594N-160111	6360184175	26,281.32	3,123.36	7.59	3,130.95
CA111104239	6360192485	27,319.98	2,852.14	6.95	2,859.09
RVT93893A-150925	6360213155	33,983.97	4,010.92	9.81	4,020.73
CA111102638	6360260145	29,085.13	2,666.44	6.45	2,672.89
CA111103016	6370113105	25,166.02	3,343.48	8.14	3,351.62
CA111103008	6370114075	15,521.73	1,894.36	4.51	1,898.87
CA111102407	6370121025	6,375.47	1,303.56	3.03	1,306.59
CA111103376	6370122065	17,670.58	3,126.26	7.60	3,133.86
CA111102104	6370152080	17,318.27	3,377.94	8.23	3,386.17
CA111101269	6370171205	20,310.92	2,368.22	5.70	2,373.92
CA111101941	6370184065	18,519.42	3,605.62	8.80	3,614.42
CA111101399	6380047065	40,656.32	4,561.70	-	4,561.70
RVT91889N-160302	6380047065	26,818.48	3,858.16	20.86	3,879.02
RVT95093C-150625	6380082285	36,636.40	4,316.56	10.58	4,327.14
RVT95057P-150627	6380083095	21,064.59	2,522.24	6.08	2,528.32
CA111102151	6380132125	14,514.53	2,846.44	6.90	2,853.34
CA111104019	6380152025	32,117.50	5,132.58	12.69	5,145.27
CA111101635	6380181245	4,505.23	949.04	2.14	951.18
CA111101796	6380221175	20,090.29	2,343.52	5.64	2,349.16
CA111103897	6380241085	15,557.19	1,896.92	4.58	1,901.50
CA111104145	6380243125	39,030.07	3,764.64	9.26	3,773.90
CA111103364	6380264225	16,882.89	2,243.32	5.38	2,248.70
CA111103600	6380272075	42,095.77	4,115.51	-	4,115.51
CA111102780	6380272075	10,739.99	1,205.04	-	1,205.04
CA111102715	6380272075	19,010.33	2,132.99	-	2,132.99
CA111101876	6380272075	6,893.91	3,866.62	28.13	3,894.75
RVT92339C-160127	6390042115	13,949.47	1,702.36	4.03	1,706.39
CA111101574	6390062065	19,210.07	2,245.00	5.39	2,250.39
CA111101822	6390063155	9,827.15	5,497.96	13.54	5,511.50
CA111102498	6390072165	3,259.21	1,886.90	4.49	1,891.39
RVT94406CB-150821	6390081125	6,907.78	797.97	-	797.97
RVT94406C-150821	6390081125	13,834.61	3,050.15	9.40	3,059.55
CA111103392	6390081175	24,826.93	4,353.88	10.67	4,364.55
CA111100987	6390081185	34,894.80	4,000.46	9.79	4,010.25
CA111101722	6390097035	24,296.49	2,814.28	6.82	2,821.10
CA111102754	6390101015	18,983.65	1,882.81	-	1,882.81

CA111102755	6390101015	10,506.24	1,374.09	7.93	1,382.02
CA111103704	6390102125	9,256.33	3,572.26	8.78	3,581.04
CA111103422	6390102145	18,655.97	2,129.10	5.10	2,134.20
CA111104286	6390105245	21,778.19	3,171.52	7.75	3,179.27
CA111102683	6390141155	5,064.44	677.26	-	677.26
CA111102688	6390141155	5,970.15	798.38	-	798.38
CA111102624	6390141155	13,808.45	1,933.26	8.31	1,941.57
RVT94775N-150721	6390162065	14,157.75	2,087.62	4.99	2,092.61
RVT93179C-151114	6390210285	3,857.18	919.46	2.07	921.53
RVT95699C-150429	6400152095	11,640.28	1,480.66	3.47	1,484.13
RVT92036A-160104	6400156175	3,851.62	825.34	-	825.34
RVT92651A-160104	6400156175	14,465.14	2,128.82	7.16	2,135.98
CA111103398	6400164015	25,087.10	1,946.72	-	1,946.72
CA111103108	6400164015	15,725.85	1,660.06	8.81	1,668.87
RVT92492N-160119	6400172045	17,079.78	2,063.08	4.93	2,068.01
CA111102922	6400242115	8,140.52	985.12	2.23	987.35
CA111103020	6400243315	34,589.61	4,338.72	10.64	4,349.36
CA111102938	6400243325	59,773.68	5,597.54	13.79	5,611.33
CA111102108	6400252165	16,595.81	2,308.78	5.55	2,314.33
RVT93119A-151118	6400274065	22,912.60	2,735.18	6.62	2,741.80
CA111103834	6400282165	16,610.04	2,107.84	5.11	2,112.95
CA111101421	6400293215	11,672.90	1,401.44	3.27	1,404.71
CA111104053	6400303095	95,450.83	9,378.48	23.33	9,401.81
CA111103047	6400360145	12,978.76	1,514.16	3.56	1,517.72
RVT95816NB-150403	6410035055	13,938.98	1,966.75	-	1,966.75
RVT95816N-150403	6410035055	34,697.34	4,220.45	15.27	4,235.72
CA111103459	6410053105	23,744.34	3,116.44	7.57	3,124.01
CA111102630	6410061025	19,781.33	2,083.20	4.98	2,088.18
CA111103067	6410062155	14,667.13	1,694.20	4.01	1,698.21
CA111101645	6410074105	23,033.76	3,167.56	7.70	3,175.26
CA111103934	6410183045	26,845.20	3,346.44	8.21	3,354.65
CA111101322	6410215065	7,762.30	4,362.68	10.70	4,373.38
CA111102325	6410223105	28,501.74	3,197.94	-	3,197.94
CA111102221	6410223105	22,435.97	2,598.06	14.28	2,612.34
CA111102942	6410241205	18,272.25	1,905.64	4.54	1,910.18
CA111101994	6410252115	29,582.15	3,319.16	-	3,319.16
CA111101848	6410252115	25,040.83	2,889.28	15.32	2,904.60
CA111101381	6410272375	28,826.01	3,321.22	8.09	3,329.31
RVT95162C-150622	6420073105	45,776.36	9,879.68	24.52	9,904.20
CA111102899	6420081045	10,363.57	4,016.20	9.83	4,026.03

CA111104165	6420086055	92,523.34	9,825.48	24.43	9,849.91
RVT92567H-160113	6420087045	11,316.82	2,513.96	6.06	2,520.02
CA111102702	6420092135	18,284.33	3,561.08	8.69	3,569.77
CA111103822	6420117045	24,166.46	3,818.83	-	3,818.83
CA111103980	6420117045	5,173.31	1,575.35	13.35	1,588.70
CA111102010	6420153195	24,684.98	3,387.82	8.25	3,396.07
CA111102844	6420155055	11,059.79	6,175.62	15.24	6,190.86
RVT95915C-150324	6420182185	52,928.46	6,395.58	15.79	6,411.37
RVT93050HB-151125	6420194055	5,054.41	583.87	-	583.87
RVT93050H-151125	6420194055	41,348.28	4,858.03	13.40	4,871.43
CA111102925	6420256185	26,361.68	2,342.74	5.63	2,348.37
CA111101527	6420272165	13,558.87	2,665.30	6.44	2,671.74
CA111102971	6420301205	22,091.59	2,503.70	6.04	2,509.74
CA111103374	6440022135	24,410.43	2,756.54	6.67	2,763.21
CA111101769	6440045345	14,914.08	2,084.42	4.99	2,089.41
CA111102659	6440045355	13,322.68	2,620.52	6.33	2,626.85
CA111103542	6440053025	4,789.44	1,907.14	4.54	1,911.68
CA111102653	6440065265	13,329.84	1,434.76	3.36	1,438.12
RVT94271N-150901	6500051235	17,007.18	3,730.26	9.11	3,739.37
CA111102703	6500052135	13,564.09	1,613.08	3.81	1,616.89
CA111101441	6500063125	23,505.43	2,637.34	-	2,637.34
CA111101176	6500063125	29,928.18	6,485.54	22.62	6,508.16
CA111102773	6500085295	32,139.14	3,325.26	8.10	3,333.36
RVT94517N-150812	6500087045	7,496.56	958.80	2.17	960.97
CA111101907	6500102025	14,369.42	2,011.80	4.80	2,016.60
RVT91847C-160305	6500124025	26,057.01	3,011.32	7.31	3,018.63
RVT92888N-151208	6500133075	10,461.30	1,567.36	3.69	1,571.05
CA111102781	6500242275	58,457.95	6,637.68	16.40	6,654.08
CA111102711	6500302255	23,294.51	3,202.34	7.79	3,210.13
RVT94250C-150902	6510054135	32,981.11	3,895.36	9.53	3,904.89
CA111104310	6510054165	8,420.72	1,121.44	2.61	1,124.05
CA111104143	6510062075	31,817.38	3,081.88	7.55	3,089.43
CA111103490	6510075135	38,707.38	3,091.10	7.51	3,098.61
CA111102568	6510081125	14,854.02	2,910.80	7.06	2,917.86
CA111101549	6510111135	12,289.67	1,734.36	4.11	1,738.47
CA111103919	6510140355	13,525.86	1,720.82	4.14	1,724.96
RVT94655N-150729	6510163025	27,673.30	3,989.86	9.76	3,999.62
CA111102447	6510250555	57,182.44	6,494.92	16.04	6,510.96
CA111102791	6570033170	16,928.95	1,899.46	-	1,899.46
CA111102691	6570033170	18,476.84	2,158.18	9.93	2,168.11

CA111102779	6570042110	12,392.93	1,748.14	4.14	1,752.28
CA111101308	6570043130	8,056.83	903.99	-	903.99
CA111101158	6570043130	39,676.28	4,664.57	13.72	4,678.29
RVT92801C-151214	6570063015	54,364.39	6,359.32	15.70	6,375.02
CA111103223	6570101075	8,527.21	3,276.54	7.97	3,284.51
RVT95609N-150507	6570103395	9,167.01	1,466.96	3.44	1,470.40
CA111104202	0680101065	24,322.11	6,116.40	15.13	6,131.53
CA111101459	0690052235	13,243.50	2,605.50	6.29	2,611.79
RVT93905N-150925	0690121270	13,322.44	2,942.66	7.14	2,949.80
RVT93047C-151125	0690222410	8,902.92	1,997.98	4.77	2,002.75
CA111103106	0690233115	6,955.06	2,666.00	6.44	2,672.44
CA111102200	0710022080	25,655.01	2,878.54	-	2,878.54
CA111102136	0710022080	24,574.20	2,838.16	14.09	2,852.25
CA111102763	0710031030	24,830.91	2,212.22	5.31	2,217.53
RVT94157N-150910	0710053085	14,744.11	2,170.14	5.20	2,175.34
CA111103462	0710240105	7,239.09	890.37	-	890.37
CA111103461	0710240105	8,379.36	1,120.79	4.81	1,125.60
CA111102065	0720134070	2,871.94	1,582.95	-	1,582.95
CA111101144	0720134070	5,707.12	640.35	-	640.35
CA111101222	0720134070	12,662.33	1,871.58	10.03	1,881.61
CA111104123	0740131180	6,957.52	2,088.94	-	2,088.94
RVT95183P-150620	0740131180	24,598.84	2,924.26	12.32	2,936.58
CA111102144	0750033080	24,181.48	2,801.42	6.78	2,808.20
RVT93305C-151105	0750181150	12,952.97	2,863.68	6.94	2,870.62
RVT93272N-151109	0750211075	21,403.23	3,107.38	7.55	3,114.93
RVT93692N-151008	0750212185	25,289.16	5,500.54	13.55	5,514.09
CA111102163	0750293245	22,216.51	2,327.94	5.60	2,333.54
CA111103216	0750301205	13,348.14	1,485.30	3.48	1,488.78
CA111100933	0770082220	24,369.77	2,903.08	7.04	2,910.12
CA111104037	0770092110	37,439.47	3,997.16	-	3,997.16
CA111102679	0770092110	34,474.70	3,768.30	-	3,768.30
CA111102657	0770092110	23,667.76	2,819.26	26.29	2,845.55
CA111104174	0780124055	18,183.34	2,733.12	-	2,733.12
RVT95117C-150624	0780124055	8,736.81	1,955.66	11.51	1,967.17
CA111101968	0780141565	4,990.14	2,838.56	6.88	2,845.44
CA111104142	0780254055	70,893.92	7,644.16	-	7,644.16
RVT93752C-151003	0780254055	27,906.62	3,291.52	27.17	3,318.69
CA111102857	0790061075	23,710.36	3,112.10	7.56	3,119.66
CA111103160	0820184330	19,206.46	2,321.50	5.58	2,327.08
RVT93299N-151106	0830171055	11,878.39	2,634.00	6.36	2,640.36

CA111103458	0830203035	13,415.47	1,741.08	3.95	1,745.03
20151218-1	0840143105	-	19,996.16	48.89	20,045.05
RVT91973N-160226	0860057025	13,476.84	1,647.92	3.89	1,651.81
RVT94310CB-150829	0860114065	8,022.60	1,719.12	-	1,719.12
RVT94310C-150829	0860114065	9,359.74	1,169.20	7.00	1,176.20
CA111103765	0860241275	27,116.92	2,777.10	6.79	2,783.89
RVT93647N-151009	0870061065	10,469.39	2,332.82	5.61	2,338.43
RVT92777N-151215	0870065085	19,681.03	2,865.00	6.94	2,871.94
CA111102611	0870115085	6,033.03	1,238.64	2.87	1,241.51
RVT92069C-160219	0880032135	33,202.33	3,840.88	9.39	3,850.27
CA111102322	0880091055	12,006.88	6,696.34	16.55	6,712.89
CA111101072	0880101025	18,604.87	2,238.80	5.37	2,244.17
RVT95228C-150618	0880115065	8,815.27	1,335.70	3.11	1,338.81
CA111101945	0880161085	22,678.70	3,120.20	7.58	3,127.78
RVT94715C-150724	0880202025	6,621.50	1,510.34	3.55	1,513.89
RVT92090C-160217	0880265015	25,966.71	3,087.10	7.50	3,094.60
CA111103730	0880276140	20,338.99	832.54	1.91	834.45
CA111103169	0890113245	18,168.71	2,324.08	5.59	2,329.67
CA111103231	0890150645	8,329.72	1,394.42	-	1,394.42
CA111101929	0890150645	8,744.61	1,169.40	-	1,169.40
CA111102461	0890150645	16,434.87	2,280.90	11.90	2,292.80
RVT92867N-151210	0890150905	15,070.08	1,831.50	4.35	1,835.85
RVT94313N-150829	0890164125	15,172.42	2,230.44	5.35	2,235.79
RVT93026A-151128	0890165145	28,431.92	4,096.64	10.03	4,106.67
CA111101949	0900263120	9,412.07	1,879.20	4.47	1,883.67
CA111102730	0900271615	2,940.17	1,711.50	4.05	1,715.55
CA111101671	1200152135	29,796.06	3,343.17	-	3,343.17
CA111101564	1200152135	15,299.51	2,127.49	13.48	2,140.97
CA111101884	1280071055	7,186.67	1,457.34	3.41	1,460.75
RVT92186N-160208	1290063065	27,764.65	3,294.28	8.02	3,302.30
CA111101979	1290065055	18,753.15	3,649.94	8.91	3,658.85
CA111103255	1290081145	20,242.19	2,578.48	6.22	2,584.70
CA111103586	1310082085	11,488.26	2,013.34	4.81	2,018.15
CA111103323	1310140315	9,400.40	1,664.72	3.93	1,668.65
CA111102475	1310224015	20,235.69	2,128.86	5.10	2,133.96
CA111101431	1310224145	11,053.29	2,190.32	5.25	2,195.57
RVT91988C-160224	1340251015	9,917.30	1,237.76	2.86	1,240.62
CA111103315	1340261035	7,762.43	1,082.74	2.48	1,085.22
RVT95063N-150626	1340430025	5,421.39	719.68	1.57	721.25
CA111102565	1350113075	8,789.57	1,761.20	4.18	1,765.38

CA111103851	1350193070	11,870.92	1,821.25	-	1,821.25
CA111103507	1350193070	24,787.24	3,131.55	12.17	3,143.72
CA111103549	1350325085	25,923.76	2,659.68	6.43	2,666.11
CA111101121	1350332025	7,190.88	1,632.04	3.85	1,635.89
CA111100931	1360113045	24,369.77	2,903.08	7.04	2,910.12
RVT94499N-150813	1360133055	12,357.64	2,736.44	6.62	2,743.06
RVT91844C-160305	1360215110	11,969.54	1,474.22	3.46	1,477.68
CA111103952	5040051065	21,045.98	2,246.94	-	2,246.94
CA111102752	5040051065	21,696.89	2,235.90	11.00	2,246.90
CA111102632	5040051135	8,454.92	1,697.76	4.02	1,701.78
CA111103322	5050141255	22,323.50	2,420.14	5.83	2,425.97
CA111102468	5050211345	64,166.62	6,465.46	-	6,465.46
CA111102195	5050211345	13,576.31	1,523.28	-	1,523.28
CA111102106	5050211345	25,154.49	3,430.48	28.38	3,458.86
CA111103810	5060093085	38,834.47	3,012.62	7.38	3,020.00
CA111103760	5060100285	20,108.09	2,059.34	4.99	2,064.33
CA111103295	5060121105	25,163.79	2,282.00	5.48	2,287.48
CA111102520	5060250215	15,143.09	2,115.00	5.06	2,120.06
CA111102920	5060302055	24,746.20	2,190.36	5.25	2,195.61
CA111102651	5070141065	49,667.55	5,087.02	12.51	5,099.53
CA111102384	5070292015	5,822.78	3,296.34	8.02	3,304.36
CA111102664	5070310015	21,230.14	2,228.80	5.35	2,234.15
CA111103253	5120111100	21,803.92	2,162.52	-	2,162.52
CA111103146	5120111100	13,072.58	2,332.10	11.03	2,343.13
CA111104187	5120123095	9,701.31	836.28	1.90	838.18
CA111101820	5130173205	12,479.81	6,956.36	17.20	6,973.56
CA111102049	5140181125	17,555.03	2,436.72	5.87	2,442.59
CA111102404	5140274045	16,888.14	2,347.76	5.65	2,353.41
CA111102693	5140322135	37,055.67	4,623.04	11.35	4,634.39
CA111102823	1090101085	31,356.06	3,225.30	7.85	3,233.15
CA111102676	1570080205	22,274.38	3,066.26	7.45	3,073.71
CA111101356	1580171335	11,270.97	6,291.74	15.53	6,307.27
CA111102478	1580222055	52,189.39	5,340.48	13.15	5,353.63
CA111101211	1600170565	20,272.40	4,428.20	10.86	4,439.06
CA111102878	1620142160	9,479.61	1,557.44	3.67	1,561.11
RVT92513C-160117	1620151080	16,334.74	1,977.22	4.72	1,981.94
CA111101197	1630080545	16,558.35	2,425.50	5.84	2,431.34
CA111103182	1630330215	51,604.02	7,424.84	18.37	7,443.21
CA111103213	1650094115	19,584.19	1,764.84	4.19	1,769.03
CA111102405	1650113045	7,018.58	3,953.78	9.67	3,963.45

CA111103779	1650301235	27,745.26	2,371.65	-	2,371.65
CA111103644	1650301235	34,498.04	3,825.47	15.36	3,840.83
CA111102484	1650314025	8,478.08	4,756.22	11.68	4,767.90
CA111102082	1650352045	14,047.31	2,757.88	6.67	2,764.55
CA111103788	1650422365	7,585.26	1,336.62	3.17	1,339.79
RVT91838N-160306	1660043215	34,927.70	4,119.66	10.09	4,129.75
CA111101782	1660082075	20,125.22	3,910.04	9.56	3,919.60
RVT92864P-151210	1660083025	8,198.99	1,248.96	2.89	1,251.85
CA111103330	1660084245	19,668.49	2,239.50	5.38	2,244.88
CA111103995	1660114145	20,868.27	1,947.42	-	1,947.42
CA111102281	1660114145	13,140.63	1,410.88	8.18	1,419.06
CA111102707	1660175095	19,406.81	2,018.06	4.82	2,022.88
CA111101206	1660183095	16,280.90	2,386.44	5.74	2,392.18
RVT92423N-160123	1660194275	25,386.48	3,020.24	7.33	3,027.57
CA111101007	1660224120	34,008.18	3,901.24	9.54	3,910.78
CA111103463	1670044105	11,369.43	1,334.62	3.11	1,337.73
CA111103069	1670045025	18,462.64	2,108.02	5.05	2,113.07
CA111103031	1670241165	12,209.12	4,608.20	11.31	4,619.51
CA111102370	1690251395	24,956.41	2,888.14	7.00	2,895.14
CA111102385	1690263315	6,642.46	3,747.00	9.15	3,756.15
CA111102092	1700050435	15,612.59	2,177.60	5.22	2,182.82
CA111100950	1700090165	11,528.30	1,717.54	4.07	1,721.61
RVT92135C-160211	1700190265	19,903.80	2,388.48	5.75	2,394.23
CA111102343	1700290145	4,858.44	2,766.14	6.70	2,772.84
RVT92216C-160205	1700370065	8,693.23	1,742.94	4.13	1,747.07
RVT92975N-151202	1710024285	9,985.95	2,229.48	5.35	2,234.83
CA111103728	1710071075	13,054.32	2,249.86	5.46	2,255.32
CA111101133	1710203575	20,897.85	2,503.02	6.04	2,509.06
CA111102660	2290115155	8,147.81	1,639.54	3.87	1,643.41
CA111102713	2340270515	5,913.66	883.84	1.98	885.82
RVT93227N-151111	0170315225	27,352.04	3,246.72	7.90	3,254.62
CA111104190	0220120165	30,348.39	3,833.34	9.41	3,842.75
CA111103230	0230081130	41,101.15	4,375.98	10.73	4,386.71
CA111103068	0280171120	14,815.49	2,473.92	5.96	2,479.88
CA111101544	1890231095	23,510.71	13,021.12	32.40	13,053.52
CA111103127	1890380245	3,574.08	708.10	1.54	709.64
CA111104305	1900080340	6,296.66	1,058.26	2.45	1,060.71
CA111103990	1900090625	20,189.98	3,097.57	-	3,097.57
RVT95348C-150606	1900090625	13,079.01	1,594.33	11.52	1,605.85
CA111103408	1900100105	13,412.45	2,370.80	5.77	2,376.57

CA111103476	1900120405	43,016.03	4,350.68	10.67	4,361.35
CA111101553	1900130815	4,472.20	942.76	2.13	944.89
CA111101762	2050431035	15,050.35	1,779.46	4.22	1,783.68
CA111101391	2050471065	13,241.86	2,605.20	6.29	2,611.49
CA111101458	2070052045	11,811.08	1,416.90	3.31	1,420.21
CA111101076	2070114205	7,110.40	821.37	-	821.37
CA111100983	2070114205	19,665.38	2,860.73	8.99	2,869.72
CA111101905	2070150015	9,024.28	1,298.78	3.02	1,301.80
RVT95585NB-150509	2070163315	4,279.20	916.97	-	916.97
RVT95585N-150509	2070163315	27,616.99	6,935.99	19.44	6,955.43
CA111102483	2070163365	27,253.54	3,644.57	-	3,644.57
CA111102073	2070163365	9,013.08	1,094.63	11.64	1,106.27
CA111101225	2070341105	8,266.83	1,771.46	-	1,771.46
CA111100976	2070341105	12,188.75	2,695.90	10.96	2,706.86
CA111101344	2070352205	6,421.18	3,625.34	8.85	3,634.19
CA111102021	0970051395	16,606.76	2,310.24	5.55	2,315.79
CA111100942	0970072075	4,609.56	743.76	1.63	745.39
RVT93020C-151128	0970081145	11,924.94	2,643.94	6.39	2,650.33
CA111101901	0970090565	7,862.34	4,417.70	10.83	4,428.53
CA111101825	1000093025	16,838.74	3,287.04	8.00	3,295.04
CA111101655	1000094055	39,175.98	4,479.62	10.99	4,490.61
CA111101611	1000133055	58,952.93	6,693.08	16.54	6,709.62
CA111102739	1000171105	28,891.10	2,998.80	7.28	3,006.08
RVT93533N-151016	1000191065	25,569.06	3,693.70	9.02	3,702.72
CA111102858	1010080405	12,966.21	1,936.72	4.62	1,941.34
CA111101557	1010123085	10,451.98	5,841.48	14.40	5,855.88
RVT93293N-151106	1010292045	12,871.90	2,846.36	6.90	2,853.26
CA111101741	1010372055	26,167.10	2,935.99	-	2,935.99
RVT93296C-151106	1010372055	16,385.84	1,975.77	12.07	1,987.84
CA111101998	1020023025	47,864.47	4,905.78	12.06	4,917.84
RVT94523C-150811	1030052065	11,066.19	1,652.50	3.90	1,656.40
CA111101643	1030082175	23,689.97	2,658.06	-	2,658.06
RVT91892C-160301	1030082175	29,641.15	3,503.84	15.21	3,519.05
CA111103474	1050041065	5,504.38	545.92	-	545.92
CA111102796	1050041065	46,218.15	5,132.94	13.99	5,146.93
RVT94337C-150827	1050055025	17,694.09	2,133.86	5.11	2,138.97
CA111102629	1070180290	16,452.44	3,126.63	-	3,126.63
RVT94370N-150825	1070180290	24,015.98	2,854.49	14.76	2,869.25
CA111101073	0410310205	9,807.77	2,191.40	5.25	2,196.65
CA111101726	0460290395	26,146.93	3,021.40	7.33	3,028.73

CA111103204	0460290545	27,573.48	4,825.02	11.86	4,836.88
RVT95462N-150526	0500071435	37,125.43	4,372.90	10.72	4,383.62
CA111103158	0500072170	18,793.30	3,112.64	7.56	3,120.20
CA111102107	0500110205	21,257.04	2,930.54	7.11	2,937.65
CA111102028	0500154260	24,076.74	2,514.90	6.07	2,520.97
CA111102508	0500192210	21,677.10	2,521.12	6.08	2,527.20
CA111102321	0500194135	12,838.98	1,807.64	4.29	1,811.93
CA111101710	0520013630	21,619.22	2,514.64	6.06	2,520.70
CA111101730	0520015010	26,545.28	3,065.98	7.45	3,073.43
CA111102186	0520044055	30,327.91	3,143.22	7.64	3,150.86
CA111101044	0520053135	7,848.68	973.44	2.20	975.64
RVT95930C-150311	0520054095	10,353.82	2,660.60	6.43	2,667.03
CA111104156	0520104045	43,604.08	4,759.88	11.75	4,771.63
CA111103533	0520122010	65,301.53	7,215.00	17.85	7,232.85
CA111101694	0520123035	27,190.92	3,138.24	7.63	3,145.87
RVT94400N-150822	0520151065	10,975.69	2,441.04	5.88	2,446.92
CA111103110	0520250035	19,327.44	2,554.38	6.16	2,560.54
CA111101422	0530151310	10,260.94	2,040.12	4.88	2,045.00
RVT95732C-150423	0540040255	21,967.20	2,626.24	6.34	2,632.58
RVT95189N-150620	0540050335	16,756.34	2,025.80	4.84	2,030.64
CA111102444	1390094065	22,511.18	2,614.46	6.31	2,620.77
CA111104042	1390104165	75,125.02	7,159.54	17.77	7,177.31
RVT93731N-151005	1390181095	19,717.17	2,870.08	6.96	2,877.04
CA111102293	1390372255	28,991.47	3,339.76	8.13	3,347.89
CA111101091	1400014035	7,582.76	4,263.98	10.45	4,274.43
RVT94688A-150726	1400051165	13,812.88	3,047.50	7.40	3,054.90
RVT94286C-150901	1420051125	20,363.19	2,961.00	7.18	2,968.18
RVT92636C-160106	1420073125	20,400.46	2,966.24	7.20	2,973.44
RVT93182N-151114	1420134185	27,505.51	3,966.24	9.70	3,975.94
CA111102905	1420142095	19,573.22	2,496.90	-	2,496.90
RVT93713PB-151007	1420142095	22,534.92	2,603.17	-	2,603.17
RVT93713P-151007	1420142095	18,973.83	2,752.71	19.44	2,772.15
RVT94013N-150917	1420181275	18,282.53	2,201.66	5.28	2,206.94
CA111103695	1420254045	26,516.99	3,323.32	8.15	3,331.47
CA111103820	1790061025	81,993.29	8,066.08	20.04	8,086.12
CA111103714	1790094115	39,866.37	4,014.06	9.89	4,023.95
RVT92660N-151231	1790141285	6,886.55	888.52	1.99	890.51
RVT92615N-160108	1790240205	8,679.85	1,950.30	4.65	1,954.95
CA111101337	1790303035	27,089.77	3,708.60	9.06	3,717.66
CA111101427	1830301075	72,106.00	8,165.18	20.23	8,185.41

RVT92378N-160126	1830314045	25,877.82	5,626.36	13.86	5,640.22
CA111102311	1830332235	6,945.31	872.32	1.95	874.27
CA111102350	1830341025	22,986.67	2,667.68	6.45	2,674.13
CA111100940	1850011045	10,237.41	2,283.24	5.48	2,288.72
CA111101751	1850033055	9,765.33	1,946.16	4.64	1,950.80
CA111101288	1850052045	9,581.19	1,911.26	4.55	1,915.81
CA111102424	1850053125	41,162.13	4,232.14	10.37	4,242.51
CA111101806	1850060645	6,048.91	772.00	1.70	773.70
CA111100977	1850081015	26,901.32	3,105.82	7.55	3,113.37
CA111104081	1850082105	26,622.81	2,666.28	6.51	2,672.79
CA111101174	1850141115	30,439.21	4,379.14	10.74	4,389.88
CA111104180	1870027065	10,667.47	1,075.94	2.50	1,078.44
CA111103081	1870121415	7,833.20	3,058.80	7.43	3,066.23
RVT93044N-151127	1870153275	7,037.79	905.96	2.03	907.99
CA111102935	1870201205	8,867.95	1,518.92	3.57	1,522.49
CA111102850	1870202085	76,482.21	8,434.08	20.90	8,454.98
CA111103413	1890051025	15,440.67	1,989.38	4.75	1,994.13
RVT93983N-150921	2000041015	17,007.95	2,488.78	6.00	2,494.78
CA111102612	2000045185	26,123.88	3,018.82	7.33	3,026.15
CA111100960	2000063195	12,890.97	1,580.40	3.72	1,584.12
RVT95027N-150629	2000064055	18,122.54	2,645.64	6.39	2,652.03
RVT93758NB-151003	2000081205	8,824.82	1,245.16	-	1,245.16
RVT93758N-151003	2000081205	44,160.37	6,307.22	18.69	6,325.91
CA111102811	2000092235	13,383.43	1,516.64	3.56	1,520.20
CA111101311	2000143065	10,916.23	1,316.76	3.06	1,319.82
CA111101092	2000143230	51,095.87	6,910.88	17.08	6,927.96
CA111101926	2000161085	36,506.46	4,096.09	-	4,096.09
CA111101511	2000161085	30,923.33	3,545.73	18.91	3,564.64
RVT94358N-150826	2000231100	21,701.29	2,595.60	6.27	2,601.87
CA111101141	2000264040	11,773.32	1,451.62	3.40	1,455.02
RVT92687N-151228	2000304090	18,664.24	4,084.46	10.00	4,094.46
RVT92099A-160216	2000311020	19,048.52	2,200.43	-	2,200.43
RVT94364N-150826	2000311020	10,428.08	2,318.49	11.09	2,329.58
CA111103375	2000323020	16,133.92	2,789.10	6.75	2,795.85
RVT91967C-160226	2010023010	10,465.64	2,332.02	5.61	2,337.63
RVT93062N-151123	2010157025	18,666.88	2,245.96	5.39	2,251.35
RVT94649N-150730	2020235025	11,290.45	1,395.98	3.26	1,399.24
CA111103520	2020321045	20,494.32	3,517.22	8.58	3,525.80
CA111104245	2030012075	29,654.22	2,848.66	6.94	2,855.60
RVT93794N-151001	2030032040	16,363.71	1,980.56	4.73	1,985.29

RVT92963N-151203	2030111230	25,301.68	3,010.46	7.31	3,017.77
CA111103058	2030131280	8,098.38	1,033.80	2.35	1,036.15
RVT92270C-160202	2030191055	38,584.33	4,413.40	10.82	4,424.22
CA111104107	2030221030	63,720.92	5,761.98	14.27	5,776.25
CA111104268	2030222090	23,483.09	2,984.28	7.28	2,991.56
CA111103941	2030223100	27,339.83	2,324.74	5.65	2,330.39
CA111103555	2030242245	14,002.20	1,178.82	2.72	1,181.54
CA111102379	2030272020	10,814.76	2,145.10	5.14	2,150.24
CA111102993	2030275030	52,631.91	4,852.38	11.92	4,864.30
CA111103482	2030333365	8,376.66	809.24	1.79	811.03
CA111101775	2040133190	10,825.84	6,047.02	14.92	6,061.94
CA111102452	2040151040	6,957.49	780.64	-	780.64
RVT95108NB-150624	2040151040	20,628.18	2,382.91	-	2,382.91
RVT95108N-150624	2040151040	19,301.09	2,311.13	13.48	2,324.61
RVT93815N-150930	2050013165	11,746.56	1,448.54	3.39	1,451.93
CA111103626	2050031155	20,518.96	1,844.56	4.39	1,848.95
CA111102456	2050044105	5,784.24	3,275.16	7.97	3,283.13
CA111103610	2050045065	16,388.94	1,467.42	3.50	1,470.92
RVT92027N-160222	2050102055	20,270.52	4,427.80	10.86	4,438.66
CA111101069	2050131135	24,678.06	2,938.60	7.13	2,945.73
CA111101134	2050171135	18,247.11	2,197.58	5.27	2,202.85
CA111101972	2050195215	21,640.40	4,197.28	10.28	4,207.56
CA111102896	2050221095	27,660.65	3,614.76	8.82	3,623.58
CA111101355	2050253055	24,882.86	2,879.90	6.98	2,886.88
CA111103797	2050253125	27,538.13	3,002.70	7.35	3,010.05
CA111101240	2050314085	57,949.40	6,580.76	16.26	6,597.02
RVT95456NB-150526	2050334195	16,477.67	2,324.95	-	2,324.95
RVT95456N-150526	2050334195	25,763.67	3,715.29	14.90	3,730.19
CA111104238	2050344055	26,194.27	2,739.28	6.67	2,745.95
CA111101540	2050457035	7,382.06	1,494.36	3.51	1,497.87
CA111102932	2050457095	17,360.68	1,575.26	3.71	1,578.97
CA111103263	2050462235	26,124.57	2,297.52	5.58	2,303.10
RVT91964C-160226	2140107115	16,622.50	2,434.52	5.86	2,440.38
RVT94778N-150720	2140115115	12,636.17	2,795.96	6.77	2,802.73
CA111103894	2140121055	13,136.60	3,916.78	9.64	3,926.42
CA111101608	2140125105	5,477.76	1,133.40	2.60	1,136.00
CA111103891	2150040175	13,802.78	1,690.90	4.06	1,694.96
CA111101668	2150040305	10,361.89	2,059.26	4.92	2,064.18
CA111101620	2150121025	10,695.02	5,975.10	14.74	5,989.84
RVT94454N-150818	2150135155	14,669.61	1,785.34	4.24	1,789.58

RVT92984C-151202	2160081135	21,801.85	2,607.18	6.30	2,613.48
RVT92081C-160218	2160135135	17,617.79	3,860.78	9.44	3,870.22
CA111101579	2160171185	38,712.98	4,343.66	-	4,343.66
RVT92003C-160223	2160171185	14,165.56	2,077.86	15.86	2,093.72
CA111103502	2160172055	14,840.72	1,640.76	3.87	1,644.63
CA111104220	2160182295	19,929.66	2,179.18	5.26	2,184.44
CA111104009	2190035030	54,668.57	5,229.06	12.93	5,241.99
CA111102833	2190082125	12,722.16	1,569.80	3.70	1,573.50
CA111101573	2190414055	15,965.91	1,881.92	4.48	1,886.40
RVT93581CB-151014	2190414065	32,219.84	3,721.95	-	3,721.95
RVT93581C-151014	2190414065	12,265.49	1,499.03	12.84	1,511.87
RVT93677N-151008	2200077025	11,746.56	1,448.54	3.39	1,451.93
RVT93935CB-150924	2200084165	13,845.74	3,054.52	7.42	3,061.94
CA111102535	2200092025	25,792.84	2,981.74	7.24	2,988.98
CA111102731	2200103025	6,057.77	1,243.32	2.88	1,246.20
CA111103296	2200192055	29,943.44	3,057.38	7.42	3,064.80
RVT93131C-151118	2200241385	19,565.35	2,848.72	6.90	2,855.62
CA111103130	2200254125	13,054.92	1,426.98	-	1,426.98
RVT94607NB-150804	2200254125	35,213.01	4,067.71	-	4,067.71
RVT94607N-150804	2200254125	9,942.21	2,206.39	19.07	2,225.46
RVT94562C-150808	2200255045	16,511.11	2,418.84	5.82	2,424.66
CA111101967	2210024125	7,372.76	1,492.60	3.50	1,496.10
RVT93158N-151116	2210074145	9,186.18	2,058.54	4.92	2,063.46
CA111103881	2210212065	24,531.58	2,682.50	6.55	2,689.05
CA111104044	2210215105	31,367.12	3,410.48	8.37	3,418.85
CA111103429	2220270095	31,637.85	3,225.00	7.85	3,232.85
CA111103850	2220390165	7,333.29	1,009.04	2.35	1,011.39
RVT91772C-160310	2230055085	22,277.00	2,661.94	6.43	2,668.37
RVT94493C-150814	2230064025	8,097.89	1,825.92	4.34	1,830.26
CA111103303	2240032295	16,594.13	1,904.28	4.54	1,908.82
CA111101662	2250061075	26,529.16	3,064.16	7.44	3,071.60
CA111103355	2250065055	19,566.02	2,495.50	6.02	2,501.52
RVT94985N-150702	2250065195	9,403.73	2,105.04	5.04	2,110.08
CA111102306	2250073055	13,150.20	2,587.82	6.25	2,594.07
RVT93536N-151016	2250073065	38,486.05	5,511.70	13.58	5,525.28
CA111102923	2250074045	11,160.26	1,200.90	2.77	1,203.67
CA111103172	2250084015	24,653.12	3,119.64	7.58	3,127.22



Western Riverside Council of Governments Executive Committee

Staff Report

Subject: TUMF Program Activities Update: Approval of Reimbursement Agreements
Contact: Chris Gray, Deputy Executive Director, cgray@wrcog.us, 951-405-6710
Date: August 2, 2021

Requested Action(s):

1. Authorize the Executive Director to execute a TUMF Reimbursement Agreement with the City of Calimesa for the Construction Phases of the I-10 / Singleton Interchange Project in an amount not to exceed \$2,000,000.
2. Authorize the Executive Director to execute a TUMF Reimbursement Agreement with the City of Wildomar for the Project Approval and Environmental Documentation Phase of the I-15 / Bundy Canyon Interchange Project in an amount not to exceed \$1,000,000.
3. Authorize the Executive Director to execute a TUMF Reimbursement Agreement with the City of Wildomar for the Project Approval and Environmental Documentation Phase of the I-15 / Wildomar Trail Project in an amount not to exceed \$1,000,000.
4. 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 \$3,261,517.

Purpose:

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

Background:

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

TUMF Reimbursement Agreements and Amendment

Three Reimbursement Agreements and one Reimbursement Agreement Amendment are being presented for approval. A Reimbursement Agreement is a document between WRCOG and a member agency and allows WRCOG to provide funding for TUMF expenses incurred for the planning, design, and/or construction of a TUMF project. The requested Reimbursement Agreements and Reimbursement Agreement Amendment are listed below by member agency and project.

City of Calimesa:

1. The I-10 / Singleton Interchange Project Agreement sets the amount of funding in the Construction

phase to an amount not to exceed \$2,000,000.

City of Wildomar:

1. The I-15 / Bundy Canyon Interchange Improvement Project Agreement sets the amount of funding in the Project Approval / Environmental Document (PA/ED) phase to an amount not to exceed \$1,000,000.
2. The I-15 / Wildomar Trail Interchange Improvement Project Agreement sets the amount of funding in the PA/ED phase to an amount not to exceed \$1,000,000.
3. The Palomar Road (Mission Trail to Jefferson) Agreement Third Amendment sets the amount of funding in the PA/ED, Engineering, Right-of-Way, and Construction phases to an amount not to exceed \$3,261,517.

Prior Action(s):

August 3, 2020: The Executive Committee authorized 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.

Fiscal Impact:

Transportation Department activities are included in the Agency's adopted Fiscal Year 2020/2021 Budget under the Transportation Department and each Reimbursement Agreement is consistent with the Southwest Zone TIP and Pass Zone TIP.

Attachment(s):

[Attachment 1 - WRCOG - 12-SW-WIL-1058 Agreement Amendment No. 3](#)

[Attachment 2 - WRCOG - 20-SW-WIL-1198 Agreement](#)

[Attachment 3 - WRCOG - 20-SW-WIL-1199 Agreement](#)

[Attachment 4 - WRCOG - 20-PS-CAL-1208 Agreement](#)

TUMF Program Activities Update:
Approval of Reimbursement
Agreement Amendment

Attachment 1

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

**AMENDMENT NO. 3 TO TRANSPORTATION UNIFORM MITIGATION
FEE PROGRAM AGREEMENT
PALOMAR ROAD (MISSION TRAIL TO JEFFERSON)
PLANNING, ENGINEERING, RIGHT OF WAY AND CONSTRUCTION PHASE**

This Amendment No. 3 to Transportation Uniform Mitigation Fee Program Agreement (“Amendment No. 3”) is entered into this _____ day of _____, 2021, 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 amendments to the Agreement titled “Amendment No. 1 to Transportation Uniform Mitigation Fee Program Agreement” that is dated May 7, 2018 (“Amendment No. 1”) and “Amendment No. 2 to Transportation Uniform Mitigation Fee Program Agreement” that is dated October 14, 2020 (“Amendment No. 2”).

C. The Parties desire to amend the Agreement, as amended by Amendment Nos. 1 and 2, by increasing the funding amount pursuant to Sections 6 and 32 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 Nos. 1 and 2 is hereby increased by One Million Nine Hundred Forty-One Thousand Dollars (\$1,941,000) from One Million Three Hundred Twenty Thousand Five Hundred Seventeen Dollars (\$1,320,517) to an amount not to exceed Three Million Two Hundred Sixty-One Thousand Five Hundred Seventeen dollars (\$3,261,517).

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

3. AGENCY's Local Match Contribution. 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 Nos. 1 and 2 are hereby replaced in their entirety by Exhibits "A", "A-1", and "A-2" of this Amendment No. 3, 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: _____
Kurt Wilson, 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.

Construction:

Advertise for construction bids, evaluate bids, award a construction contract and complete construction in conformance with the approved construction documents.

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	\$1,941,000	\$0	\$1,941,000
TOTAL	\$3,261,517	\$0	\$3,216,517

EXHIBIT “A-2”**PROJECT SCHEDULE****TIMETABLE:**

Phase	Estimated Completion Date	Estimated Cost	Comments
PA&ED	FY 21/22*	\$507,000	
PS&E	FY 21/22*	\$391,517	
RIGHT OF WAY	FY21/22 & 22/23*	\$422,000	
CONSTRUCTION	FY 21/22 & 22/23*	\$1,941,000	
TOTAL		\$3,216,517	

- Project Construction will be in several Phases. Two initial Phases are planned

TUMF Program Activities Update:
Approval of Reimbursement
Agreement Amendment

Attachment 2

TUMF Reimbursement Agreement
Amendment with the City of
Wildomar for the I-15 / Bundy
Canyon Interchange Project

**TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM
AGREEMENT TO REIMBURSE TUMF FUNDS
BUNDY CANYON ROAD. & I-15 INTERCHANGE IMPROVEMENTS
PA & ED PHASE**

THIS REIMBURSEMENT AGREEMENT (“Agreement”) is entered into as of this day of ____, 2021, by and between the Western Riverside Council of Governments (“WRCOG”), a California joint powers authority and the City of Wildomar, a California municipal corporation (“AGENCY”). WRCOG and AGENCY are sometimes hereinafter referred to individually as “Party” and collectively as “Parties”.

RECITALS

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

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

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

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

AGREEMENT

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

1. Description of the Qualifying Project. This Agreement is intended to distribute TUMF Program Funds to the AGENCY for the Bundy Canyon Road and I-15 Interchange Improvements, (the “Project”), a Qualifying Project. The Work, including a timetable and a detailed scope of work, is more fully described in Exhibit “A” attached hereto and incorporated herein by reference and, pursuant to Section 20 below, is subject to modification if requested by the AGENCY and approved by WRCOG. The work shall be consistent with one or more of the defined WRCOG Call for Projects phases detailed herein as follows:

- 1) PA&ED – Project Approvals & Environmental Document
- 2) PS&E – Plans, Specifications and Estimates
- 3) R/W – Right of Way Acquisition and Utility Relocation
- 4) CON – Construction

2. WRCOG Funding Amount. WRCOG hereby agrees to distribute to AGENCY, on the terms and conditions set forth herein, a sum not to exceed **One Million Dollars (\$1,000,000)**, to be used for reimbursing the AGENCY for eligible Project expenses as described in Section 3 herein (“Funding Amount”). The Parties acknowledge and agree that the Funding Amount may be less than the actual cost of the Project. Nevertheless, the Parties acknowledge and agree that WRCOG shall not be obligated to contribute TUMF Program Funds in excess of the maximum TUMF share identified in the TUMF Nexus Study (“Maximum TUMF Share”), as may be amended from time to time.

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

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

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

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

(b) Review and Reimbursement by WRCOG. Upon receipt of an invoice from the AGENCY, WRCOG may request additional documentation or explanation of the Project costs for which reimbursement is sought. Undisputed amounts shall be paid by WRCOG to the AGENCY within thirty (30) days. In the event that WRCOG disputes the eligibility of the AGENCY for reimbursement of all or a portion of an invoiced amount, the Parties shall meet

and confer in an attempt to resolve the dispute. If the meet and confer process is unsuccessful in resolving the dispute, the AGENCY may appeal WRCOG's decision as to the eligibility of one or more invoices to WRCOG's Executive Director. The WRCOG Executive Director shall provide his/her decision in writing. If the AGENCY disagrees with the Executive Director's decision, the AGENCY may appeal the decision of the Executive Director to the full WRCOG Executive Committee, provided the AGENCY submits its request for appeal to WRCOG within ten (10) days of the Executive Director's written decision. The decision of the WRCOG Executive Committee shall be final. Additional details concerning the procedure for the AGENCY's submittal of invoices to WRCOG and WRCOG's consideration and payment of submitted invoices are set forth in Exhibit "B", attached hereto and incorporated herein by reference.

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

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

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

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

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

AGENCY shall not be obligated to repay TUMF Program Funds to WRCOG relating solely to PA&ED phase work performed for the Project.

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

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

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

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

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

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

(b) Effect of Termination. In the event that the AGENCY terminates this Agreement, the AGENCY shall, within 180 days, repay to WRCOG any unexpended TUMF

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

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

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

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

18. Indemnification.

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

(b) WRCOG Responsibilities. WRCOG agrees to indemnify and hold harmless the AGENCY, its officers, agents, consultants, and employees from any and all claims, demands, costs or liability arising from or connected with all activities governed by this Agreement including all design and construction activities, due to negligent acts, errors or omissions or willful misconduct of WRCOG or its sub-consultants. WRCOG will reimburse the

AGENCY for any expenditures, including reasonable attorneys' fees, incurred by the AGENCY, in defending against claims ultimately determined to be due to negligent acts, errors or omissions or willful misconduct of WRCOG.

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

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

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

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

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

(iii) Contain standard separation of insured provisions.

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

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

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

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

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

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

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

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

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

26. Attorneys' Fees. If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and costs of suit.

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

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

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

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

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

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

If to AGENCY	City of Wildomar 23873 Clinton Keith Rd, Suite 201 Wildomar, CA 95295 Atten: Mr. Dan York, Assistant City Manager Telephone: (951) 677-7751 Facsimile: (951) 698-1403
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If to WRCOG:	Western Riverside Council of Governments 3390 University Avenue; Suite 200 Riverside, California 92501 Attention: Christopher Gray, Director of Transportation Telephone: (951) 405-6710 Facsimile: (951) 223-9720
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Any notice so given shall be considered served on the other party three (3) days after deposit in the U.S. mail, first class postage prepaid, return receipt requested, and addressed to the

party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred regardless of the method of service.

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS

CITY OF WILDOMAR

By: _____ Date: _____
Kurt Wilson
Executive Director

By: _____ Date: _____
Gary Nordquist
City Manager

Approved to Form:

By: _____ Date: _____
Steven C. DeBaun
General Counsel

EXHIBIT “A”

SCOPE OF WORK

SCOPE OF WORK:

The total project consists of the improvement of the Bundy Canyon Interchange with the I-15 Freeway. This Phase of the project consists of:

- 1. Preparation of a Project Study Report- Project Development Support Project Initiation Document in conformance with Caltrans requirements**
- 2. Preparation of an Environmental Document.**

EXHIBIT “A-1”**ESTIMATE OF COST**

Phase	TUMF	LOCAL	TOTAL
PA&ED	\$1,000,000	\$0	\$1,000,000
PS&E			
RIGHT OF WAY			
CONSTRUCTION			
TOTAL	\$1,000,000		\$1,000,000

EXHIBIT “A-2”
PROJECT SCHEDULE

TIMETABLE:

Phase	Estimated Completion Date	Estimated Cost	Comments
PA&ED	22/23FY	\$1,000,000	
PS&E			
RIGHT OF WAY			
CONSTRUCTION			
TOTAL		\$1,000,000	

Elements of Compensation

EXHIBIT “B”

PROCEDURES FOR SUBMITTAL, CONSIDERATION AND PAYMENT OF INVOICES

1. For professional services, WRCOG recommends that the AGENCY incorporate this Exhibit “B-1” into its contracts with any subcontractors to establish a standard method for preparation of invoices by contractors to the AGENCY and ultimately to WRCOG for reimbursement of AGENCY contractor costs.
2. Each month the AGENCY shall submit an invoice for eligible Project costs incurred during the preceding month. The original invoice shall be submitted to WRCOG’s Executive Director with a copy to WRCOG’s Project Coordinator. Each invoice shall be accompanied by a cover letter in a format substantially similar to that of Exhibit “B-2”.
3. For jurisdictions with large construction projects (with the total construction cost exceeding \$10 million) under construction at the same time, may with the approval of WRCOG submit invoices to WRCOG for payment at the same time they are received by the jurisdiction. WRCOG must receive the invoice by the 5th day of the month in order to process the invoice within 30 days. WRCOG will retain 10% of the invoice until all costs have been verified as eligible and will release the balance at regular intervals not more than quarterly and not less than semi-annually. If there is a discrepancy or ineligible costs that exceed 10% of the previous invoice WRCOG will deduct that amount from the next payment.
4. Each invoice shall include documentation from each contractor used by the AGENCY for the Project, listing labor costs, subcontractor costs, and other expenses. Each invoice shall also include a monthly progress report and spreadsheets showing the hours or amounts expended by each contractor or subcontractor for the month and for the entire Project to date. Samples of acceptable task level documentation and progress reports are attached as Exhibits “B-4” and “B-5”. All documentation from the Agency’s contractors should be accompanied by a cover letter in a format substantially similar to that of Exhibit “B-3”.
5. If the AGENCY is seeking reimbursement for direct expenses incurred by AGENCY staff for eligible Project costs, the AGENCY shall provide the same level of information for its labor and any expenses as required of its contractors pursuant to Exhibit “B” and its attachments.
6. Charges for each task and milestone listed in Exhibit “A” shall be listed separately in the invoice.
7. Each invoice shall include a certification signed by the AGENCY Representative or his or her designee which reads as follows:

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

Signed _____

Title _____

Date _____

Invoice No. _____

8. WRCOG will pay the AGENCY within 30 days after receipt by WRCOG of an invoice. If WRCOG disputes any portion of an invoice, payment for that portion will be withheld, without interest, pending resolution of the dispute, but the uncontested balance will be paid.
9. The final payment under this Agreement will be made only after: (I) the AGENCY has obtained a Release and Certificate of Final Payment from each contractor or subcontractor used on the Project; (ii) the AGENCY has executed a Release and Certificate of Final Payment; and (iii) the AGENCY has provided copies of each such Release to WRCOG.

EXHIBIT “B-1”
[Sample for Professional Services]

For the satisfactory performance and completion of the Services under this Agreement, Agency will pay the Contractor compensation as set forth herein. The total compensation for this service shall not exceed (____INSERT WRITTEN DOLLAR AMOUNT____) (\$__INSERT NUMERICAL DOLLAR AMOUNT__) without written approval of Agency’s City Manager [or applicable position] (“Total Compensation”).

1. ELEMENTS OF COMPENSATION.

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

1.1 DIRECT LABOR COSTS.

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

1.1.1 DIRECT SALARY COSTS

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

1.1.2 MULTIPLIER

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

1.1.2.1 Direct Salary Costs _____

1.1.2.2 Payroll Additives _____

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

1.1.2.3 Overhead Costs _____

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

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

1.2 FIXED FEE.

1.2.1 The fixed fee is \$ _____.

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

1.3 ADDITIONAL DIRECT COSTS.

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

Rates for identified Additional Direct Costs are as follows:

<u>ITEM</u>	<u>REIMBURSEMENT RATE</u>
	<u>[__insert charges__]</u>
Per Diem	\$ /day
Car mileage	\$ /mile
Travel	\$ /trip
Computer Charges	\$ /hour
Photocopies	\$ /copy
Blueline	\$ /sheet
LD Telephone	\$ /call
Fax	\$ /sheet
Photographs	\$ /sheet

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

2. DIRECT SALARY RATES

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

- 2.1 Direct Salary Rates shall be applicable to both straight time and overtime work, unless payment of a premium for overtime work is required by law, regulation or craft agreement, or is otherwise specified in this Agreement. In such event, the premium portion of Direct Salary Costs will not be subject to the Multiplier defined in Paragraph 1.1.2 above.
- 2.2 Direct Salary Rates shown herein are in effect for one year following the effective date of the Agreement. Thereafter, they may be adjusted annually to reflect the Contractor's adjustments to individual compensation. The Contractor shall notify Agency in writing prior to a change in the range of rates included herein, and prior to each subsequent change.

<u>POSITION OR CLASSIFICATION</u>	<u>RANGE OF HOURLY RATES</u>
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/__sample__/

Principal	\$.00 - \$.00/hour
Project Manager	\$.00 - \$.00/hour
Sr. Engineer/Planner	\$.00 - \$.00/hour
Project Engineer/Planner	\$.00 - \$.00/hour
Assoc. Engineer/Planner	\$.00 - \$.00/hour
Technician	\$.00 - \$.00/hour
Drafter/CADD Operator	\$.00 - \$.00/hour
Word Processor	\$.00 - \$.00/hour

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

3. INVOICING.

- 3.1 Each month the Contractor shall submit an invoice for Services performed during the preceding month. The original invoice shall be submitted to Agency's Executive Director with two (2) copies to Agency's Project Coordinator.
- 3.2 Charges shall be billed in accordance with the terms and rates included herein, unless otherwise agreed in writing by Agency's Representative.
- 3.3 Base Work and Extra Work shall be charged separately, and the charges for each task and Milestone listed in the Scope of Services, shall be listed separately. The charges for each individual assigned by the Contractor under this Agreement shall be listed separately on an attachment to the invoice.

- 3.4 A charge of \$500 or more for any one item of Additional Direct Costs shall be accompanied by substantiating documentation satisfactory to Agency such as invoices, telephone logs, etc.
- 3.5 Each copy of each invoice shall be accompanied by a Monthly Progress Report and spreadsheets showing hours expended by task for each month and total project to date.
- 3.6 If applicable, each invoice shall indicate payments to DBE subcontractors or supplies by dollar amount and as a percentage of the total invoice.
- 3.7 Each invoice shall include a certification signed by the Contractor's Representative or an officer of the firm which reads as follows:

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

Signed _____
Title _____
Date _____
Invoice No. _____

4. PAYMENT

- 4.1 Agency shall pay the Contractor within four to six weeks after receipt by Agency of an original invoice. Should Agency contest any portion of an invoice, that portion shall be held for resolution, without interest, but the uncontested balance shall be paid.
- 4.2 The final payment for Services under this Agreement will be made only after the Contractor has executed a Release and Certificate of Final Payment.

EXHIBIT B-2
Sample Cover Letter to WRCOG

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

Re: Project Title - Invoice #__

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

Invoice period covered is from Month/Date/Year to Month/Date/Year .

Total Authorized Agreement Amount:	\$0,000,000.00
Total Invoiced to Date:	\$0,000,000.00
Total Previously Invoiced:	\$0,000,000.00
Balance Remaining:	\$0,000,000.00

Amount due this Invoice:	\$0,000,000.00 =====
---------------------------------	--------------------------------

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

By: _____
Name
Title

cc:

EXHIBIT B-3
Sample Letter from Contractor to AGENCY

Month/Date/Year

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

Invoice # _____

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

Invoice period covered is from Month/Date/Year to Month/Date/Year .

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

TOTAL AUTHORIZED CONTRACT AMOUNT:	\$000,000.00
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Total Invoice to Date:	\$000,000.00
Total Previously Billed:	\$000,000.00
Balance Remaining:	\$000,000.00

Amount Due this Invoice:	\$000,000.00
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I certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed,

By: _____
Name
Title

**EXHIBIT B-4
SAMPLE TASK SUMMARY SCHEDULE
(OPTIONAL)**

EXHIBIT B-5
Sample Progress Report

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

A. Activities and Work Completed during Current Work Periods

TASK 01 – 100% PS&E SUBMITTAL

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

B. Current/Potential Problems Encountered & Corrective Action

Problems	Corrective Action
None	None

C. Work Planned Next Period

TASK 01 – 100% PS&E SUBMITTAL

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

TUMF Program Activities Update:
Approval of Reimbursement
Agreement Amendment

Attachment 3

TUMF Reimbursement Agreement
Amendment with the City of
Wildomar for the I-15 / Wildomar Trail
Interchange Project

**TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM
AGREEMENT TO REIMBURSE TUMF FUNDS
WILDOMAR TRAIL (BAXTER RD.) & I-15 INTERCHANGE IMPROVEMENTS
PA & ED PHASE**

THIS REIMBURSEMENT AGREEMENT (“Agreement”) is entered into as of this day of ____, 2021, by and between the Western Riverside Council of Governments (“WRCOG”), a California joint powers authority and the City of Wildomar, a California municipal corporation (“AGENCY”). WRCOG and AGENCY are sometimes hereinafter referred to individually as “Party” and collectively as “Parties”.

RECITALS

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

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

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

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

AGREEMENT

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

1. Description of the Qualifying Project. This Agreement is intended to distribute TUMF Program Funds to the AGENCY for, The Wildomar Trail (Baxter Rd.) and I-15 Interchange Improvements (the “Project”), a Qualifying Project. The Work, including a timetable and a detailed scope of work, is more fully described in Exhibit “A” attached hereto and incorporated herein by reference and, pursuant to Section 20 below, is subject to modification if requested by the AGENCY and approved by WRCOG. The work shall be consistent with one or more of the defined WRCOG Call for Projects phases detailed herein as follows:

- 1) PA&ED – Project Approvals & Environmental Document
- 2) PS&E – Plans, Specifications and Estimates
- 3) R/W – Right of Way Acquisition and Utility Relocation

4) CON – Construction

2. WRCOG Funding Amount. WRCOG hereby agrees to distribute to AGENCY, on the terms and conditions set forth herein, a sum not to exceed **One Million Dollars (\$1,000,000)**, to be used for reimbursing the AGENCY for eligible Project expenses as described in Section 3 herein (“Funding Amount”). The Parties acknowledge and agree that the Funding Amount may be less than the actual cost of the Project. Nevertheless, the Parties acknowledge and agree that WRCOG shall not be obligated to contribute TUMF Program Funds in excess of the maximum TUMF share identified in the TUMF Nexus Study (“Maximum TUMF Share”), as may be amended from time to time.

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

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

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

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

(b) Review and Reimbursement by WRCOG. Upon receipt of an invoice from the AGENCY, WRCOG may request additional documentation or explanation of the Project costs for which reimbursement is sought. Undisputed amounts shall be paid by WRCOG to the AGENCY within thirty (30) days. In the event that WRCOG disputes the eligibility of the

AGENCY for reimbursement of all or a portion of an invoiced amount, the Parties shall meet and confer in an attempt to resolve the dispute. If the meet and confer process is unsuccessful in resolving the dispute, the AGENCY may appeal WRCOG's decision as to the eligibility of one or more invoices to WRCOG's Executive Director. The WRCOG Executive Director shall provide his/her decision in writing. If the AGENCY disagrees with the Executive Director's decision, the AGENCY may appeal the decision of the Executive Director to the full WRCOG Executive Committee, provided the AGENCY submits its request for appeal to WRCOG within ten (10) days of the Executive Director's written decision. The decision of the WRCOG Executive Committee shall be final. Additional details concerning the procedure for the AGENCY's submittal of invoices to WRCOG and WRCOG's consideration and payment of submitted invoices are set forth in Exhibit "B", attached hereto and incorporated herein by reference.

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

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

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

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

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

AGENCY shall not be obligated to repay TUMF Program Funds to WRCOG relating solely to PA&ED phase work performed for the Project.

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

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

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

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

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

15. Termination.

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

(b) Effect of Termination. In the event that the AGENCY terminates this Agreement, the AGENCY shall, within 180 days, repay to WRCOG any unexpended TUMF

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

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

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

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

18. Indemnification.

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

(b) WRCOG Responsibilities. WRCOG agrees to indemnify and hold harmless the AGENCY, its officers, agents, consultants, and employees from any and all claims, demands, costs or liability arising from or connected with all activities governed by this Agreement including all design and construction activities, due to negligent acts, errors or omissions or willful misconduct of WRCOG or its sub-consultants. WRCOG will reimburse the

AGENCY for any expenditures, including reasonable attorneys' fees, incurred by the AGENCY, in defending against claims ultimately determined to be due to negligent acts, errors or omissions or willful misconduct of WRCOG.

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

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

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

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

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

(iii) Contain standard separation of insured provisions.

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

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

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

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

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

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

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

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

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

26. Attorneys' Fees. If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and costs of suit.

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

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

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

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

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

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

If to AGENCY: City Of Wildomar
23873 Clinton Keith Rd., Suite 201
Wildomar CA, 92595
Attention: Dan York, Assistant City Manager
Telephone: (951)-677-7751
Facsimile: (951) 698-1463

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

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

party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred regardless of the method of service.

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS

CITY OF WILDOMAR

By: _____ Date: _____
Kurt Wilson
Executive Director

By: _____ Date: _____
Gary Nordquist
City Manager

Approved to Form:

By: _____ Date: _____
Steven C. DeBaun
General Counsel

EXHIBIT “A”

SCOPE OF WORK

SCOPE OF WORK:

The total project consists of the improvement of the Wildomar Trail (Baxter Rd.) & i-15 Interchange. This phase consists of the following:

- 1. Preparation of a Project Study Report-Project Development Support Project Initiation Document in conformance to Caltrans Requirements.**
- 2. Preparation of Environmental Document**

EXHIBIT “A-1”**ESTIMATE OF COST**

Phase	TUMF	LOCAL	TOTAL
PA&ED	\$1,000,000	\$0	\$1,000,000
PS&E			
RIGHT OF WAY			
CONSTRUCTION			
TOTAL	\$1,000,000		\$1,000,000

EXHIBIT “A-2”
PROJECT SCHEDULE

TIMETABLE:

Phase	Estimated Completion Date	Estimated Cost	Comments
PA&ED	22/23 FY	\$1,000,000	
PS&E			
RIGHT OF WAY			
CONSTRUCTION			
TOTAL		\$1,000,000	

Elements of Compensation

EXHIBIT “B”

PROCEDURES FOR SUBMITTAL, CONSIDERATION AND PAYMENT OF INVOICES

1. For professional services, WRCOG recommends that the AGENCY incorporate this Exhibit “B-1” into its contracts with any subcontractors to establish a standard method for preparation of invoices by contractors to the AGENCY and ultimately to WRCOG for reimbursement of AGENCY contractor costs.
2. Each month the AGENCY shall submit an invoice for eligible Project costs incurred during the preceding month. The original invoice shall be submitted to WRCOG’s Executive Director with a copy to WRCOG’s Project Coordinator. Each invoice shall be accompanied by a cover letter in a format substantially similar to that of Exhibit “B-2”.
3. For jurisdictions with large construction projects (with the total construction cost exceeding \$10 million) under construction at the same time, may with the approval of WRCOG submit invoices to WRCOG for payment at the same time they are received by the jurisdiction. WRCOG must receive the invoice by the 5th day of the month in order to process the invoice within 30 days. WRCOG will retain 10% of the invoice until all costs have been verified as eligible and will release the balance at regular intervals not more than quarterly and not less than semi-annually. If there is a discrepancy or ineligible costs that exceed 10% of the previous invoice WRCOG will deduct that amount from the next payment.
4. Each invoice shall include documentation from each contractor used by the AGENCY for the Project, listing labor costs, subcontractor costs, and other expenses. Each invoice shall also include a monthly progress report and spreadsheets showing the hours or amounts expended by each contractor or subcontractor for the month and for the entire Project to date. Samples of acceptable task level documentation and progress reports are attached as Exhibits “B-4” and “B-5”. All documentation from the Agency’s contractors should be accompanied by a cover letter in a format substantially similar to that of Exhibit “B-3”.
5. If the AGENCY is seeking reimbursement for direct expenses incurred by AGENCY staff for eligible Project costs, the AGENCY shall provide the same level of information for its labor and any expenses as required of its contractors pursuant to Exhibit “B” and its attachments.
6. Charges for each task and milestone listed in Exhibit “A” shall be listed separately in the invoice.
7. Each invoice shall include a certification signed by the AGENCY Representative or his or her designee which reads as follows:

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

Signed _____

Title _____

Date _____

Invoice No. _____

8. WRCOG will pay the AGENCY within 30 days after receipt by WRCOG of an invoice. If WRCOG disputes any portion of an invoice, payment for that portion will be withheld, without interest, pending resolution of the dispute, but the uncontested balance will be paid.
9. The final payment under this Agreement will be made only after: (I) the AGENCY has obtained a Release and Certificate of Final Payment from each contractor or subcontractor used on the Project; (ii) the AGENCY has executed a Release and Certificate of Final Payment; and (iii) the AGENCY has provided copies of each such Release to WRCOG.

EXHIBIT “B-1”
[Sample for Professional Services]

For the satisfactory performance and completion of the Services under this Agreement, Agency will pay the Contractor compensation as set forth herein. The total compensation for this service shall not exceed (____INSERT WRITTEN DOLLAR AMOUNT____) (\$__INSERT NUMERICAL DOLLAR AMOUNT__) without written approval of Agency’s City Manager [or applicable position] (“Total Compensation”).

1. ELEMENTS OF COMPENSATION.

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

1.1 DIRECT LABOR COSTS.

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

1.1.1 DIRECT SALARY COSTS

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

1.1.2 MULTIPLIER

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

1.1.2.1 Direct Salary Costs _____

1.1.2.2 Payroll Additives _____

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

1.1.2.3 Overhead Costs _____

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

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

1.2 FIXED FEE.

1.2.1 The fixed fee is \$ _____.

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

1.3 ADDITIONAL DIRECT COSTS.

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

Rates for identified Additional Direct Costs are as follows:

<u>ITEM</u>	<u>REIMBURSEMENT RATE</u>
	<i>[__ insert charges __]</i>
Per Diem	\$ /day
Car mileage	\$ /mile
Travel	\$ /trip
Computer Charges	\$ /hour
Photocopies	\$ /copy
Blueline	\$ /sheet
LD Telephone	\$ /call
Fax	\$ /sheet
Photographs	\$ /sheet

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

2. DIRECT SALARY RATES

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

- 2.1 Direct Salary Rates shall be applicable to both straight time and overtime work, unless payment of a premium for overtime work is required by law, regulation or craft agreement, or is otherwise specified in this Agreement. In such event, the premium portion of Direct Salary Costs will not be subject to the Multiplier defined in Paragraph 1.1.2 above.
- 2.2 Direct Salary Rates shown herein are in effect for one year following the effective date of the Agreement. Thereafter, they may be adjusted annually to reflect the Contractor's adjustments to individual compensation. The Contractor shall notify Agency in writing prior to a change in the range of rates included herein, and prior to each subsequent change.

<u>POSITION OR CLASSIFICATION</u>	<u>RANGE OF HOURLY RATES</u>
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[__sample__]

Principal	\$.00 - \$.00/hour
Project Manager	\$.00 - \$.00/hour
Sr. Engineer/Planner	\$.00 - \$.00/hour
Project Engineer/Planner	\$.00 - \$.00/hour
Assoc. Engineer/Planner	\$.00 - \$.00/hour
Technician	\$.00 - \$.00/hour
Drafter/CADD Operator	\$.00 - \$.00/hour
Word Processor	\$.00 - \$.00/hour

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

3. INVOICING.

- 3.1 Each month the Contractor shall submit an invoice for Services performed during the preceding month. The original invoice shall be submitted to Agency's Executive Director with two (2) copies to Agency's Project Coordinator.
- 3.2 Charges shall be billed in accordance with the terms and rates included herein, unless otherwise agreed in writing by Agency's Representative.
- 3.3 Base Work and Extra Work shall be charged separately, and the charges for each task and Milestone listed in the Scope of Services, shall be listed separately. The charges for each individual assigned by the Contractor under this Agreement shall be listed separately on an attachment to the invoice.

- 3.4 A charge of \$500 or more for any one item of Additional Direct Costs shall be accompanied by substantiating documentation satisfactory to Agency such as invoices, telephone logs, etc.
- 3.5 Each copy of each invoice shall be accompanied by a Monthly Progress Report and spreadsheets showing hours expended by task for each month and total project to date.
- 3.6 If applicable, each invoice shall indicate payments to DBE subcontractors or supplies by dollar amount and as a percentage of the total invoice.
- 3.7 Each invoice shall include a certification signed by the Contractor's Representative or an officer of the firm which reads as follows:

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

Signed _____
Title _____
Date _____
Invoice No. _____

4. PAYMENT

- 4.1 Agency shall pay the Contractor within four to six weeks after receipt by Agency of an original invoice. Should Agency contest any portion of an invoice, that portion shall be held for resolution, without interest, but the uncontested balance shall be paid.
- 4.2 The final payment for Services under this Agreement will be made only after the Contractor has executed a Release and Certificate of Final Payment.

EXHIBIT B-2
Sample Cover Letter to WRCOG

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

Re: Project Title - Invoice #__

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

Invoice period covered is from Month/Date/Year to Month/Date/Year .

Total Authorized Agreement Amount:	\$0,000,000.00
Total Invoiced to Date:	\$0,000,000.00
Total Previously Invoiced:	\$0,000,000.00
Balance Remaining:	\$0,000,000.00

Amount due this Invoice:	\$0,000,000.00 =====
---------------------------------	--------------------------------

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

By: _____
Name
Title

cc:

EXHIBIT B-3
Sample Letter from Contractor to AGENCY

Month/Date/Year

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

Invoice # _____

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

Invoice period covered is from Month/Date/Year to Month/Date/Year .

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

TOTAL AUTHORIZED CONTRACT AMOUNT:	\$000,000.00
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Total Invoice to Date:	\$000,000.00
Total Previously Billed:	\$000,000.00
Balance Remaining:	\$000,000.00

Amount Due this Invoice:	\$000,000.00
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I certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed,

By: _____
Name
Title

**EXHIBIT B-4
SAMPLE TASK SUMMARY SCHEDULE
(OPTIONAL)**

EXHIBIT B-5
Sample Progress Report

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

A. Activities and Work Completed during Current Work Periods

TASK 01 – 100% PS&E SUBMITTAL

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

B. Current/Potential Problems Encountered & Corrective Action

Problems	Corrective Action
None	None

C. Work Planned Next Period

TASK 01 – 100% PS&E SUBMITTAL

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

TUMF Program Activities Update:
Approval of Reimbursement
Agreement Amendment

Attachment 4

TUMF Reimbursement Agreement
with the City of Calimesa for the I-10 /
Singleton Road Interchange Project

**TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM
AGREEMENT TO REIMBURSE TUMF FUNDS
I-10/SINGLETON RD INTERCHANGE PROJECT
CONSTRUCTION PHASE**

THIS REIMBURSEMENT AGREEMENT (“Agreement”) is entered into as of this day of ____, 2021, by and between the Western Riverside Council of Governments (“WRCOG”), a California joint powers authority and the CITY OF CALIMESA, a California municipal corporation (“AGENCY”). WRCOG and AGENCY are sometimes hereinafter referred to individually as “Party” and collectively as “Parties”.

RECITALS

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

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

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

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

AGREEMENT

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

1. Description of the Qualifying Project. This Agreement is intended to distribute TUMF Program Funds to the AGENCY for the Construction phase of the I-10/Singleton Interchange Project(the “Project”), a Qualifying Project. The Work, including a timetable and a detailed scope of work, is more fully described in Exhibit “A” attached hereto and incorporated herein by reference and, pursuant to Section 20 below, is subject to modification if requested by the AGENCY and approved by WRCOG. The work shall be consistent with one or more of the defined WRCOG Call for Projects phases detailed herein as follows:

- 1) PA&ED – Project Approvals & Environmental Document
- 2) PS&E – Plans, Specifications and Estimates
- 3) R/W – Right of Way Acquisition and Utility Relocation
- 4) CON – Construction

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

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

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

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

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

(b) Review and Reimbursement by WRCOG. Upon receipt of an invoice from the AGENCY, WRCOG may request additional documentation or explanation of the Project costs for which reimbursement is sought. Undisputed amounts shall be paid by WRCOG to the AGENCY within thirty (30) days. In the event that WRCOG disputes the eligibility of the AGENCY for reimbursement of all or a portion of an invoiced amount, the Parties shall meet

and confer in an attempt to resolve the dispute. If the meet and confer process is unsuccessful in resolving the dispute, the AGENCY may appeal WRCOG's decision as to the eligibility of one or more invoices to WRCOG's Executive Director. The WRCOG Executive Director shall provide his/her decision in writing. If the AGENCY disagrees with the Executive Director's decision, the AGENCY may appeal the decision of the Executive Director to the full WRCOG Executive Committee, provided the AGENCY submits its request for appeal to WRCOG within ten (10) days of the Executive Director's written decision. The decision of the WRCOG Executive Committee shall be final. Additional details concerning the procedure for the AGENCY's submittal of invoices to WRCOG and WRCOG's consideration and payment of submitted invoices are set forth in Exhibit "B", attached hereto and incorporated herein by reference.

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

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

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

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

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

AGENCY shall not be obligated to repay TUMF Program Funds to WRCOG relating solely to PA&ED phase work performed for the Project.

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

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

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

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

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

15. Termination.

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

(b) Effect of Termination. In the event that the AGENCY terminates this Agreement, the AGENCY shall, within 180 days, repay to WRCOG any unexpended TUMF

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

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

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

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

18. Indemnification.

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

(b) WRCOG Responsibilities. WRCOG agrees to indemnify and hold harmless the AGENCY, its officers, agents, consultants, and employees from any and all claims, demands, costs or liability arising from or connected with all activities governed by this Agreement including all design and construction activities, due to negligent acts, errors or omissions or willful misconduct of WRCOG or its sub-consultants. WRCOG will reimburse the

AGENCY for any expenditures, including reasonable attorneys' fees, incurred by the AGENCY, in defending against claims ultimately determined to be due to negligent acts, errors or omissions or willful misconduct of WRCOG.

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

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

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

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

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

(iii) Contain standard separation of insured provisions.

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

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

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

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

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

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

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

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

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

26. Attorneys' Fees. If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and costs of suit.

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

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

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

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

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

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

If to AGENCY: City of Calimesa
908 Park Avenue
Calimesa, CA 92320
Attention: Bonnie Johnson, City Manager
Telephone: (909) 795-9801

If to WRCOG: Western Riverside Council of Governments
3390 University Avenue; Suite 200
Riverside, California 92501
Attention: Christopher Tzeng, Interim Director of Transportation
Telephone: (951) 405-6711

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

party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred regardless of the method of service.

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS

CITY OF CALIMESA

By: _____ Date: _____
Kurt Wilson
Executive Director

By: _____ Date: _____

Approved to Form:

By: _____ Date: _____
Steven C. DeBaun
General Counsel

EXHIBIT “A”**SCOPE OF WORK**

SCOPE OF WORK: The City, in coordination with Caltrans, proposes to complete a partial interchange at Interstate 10/Singleton Road interchange to improve traffic circulation and provide traffic congestion relief. The project proposes to add westbound entrance ramp and an eastbound exit ramp to complete the interchange. The project includes installation of stop signs, right turn lanes, drainage system improvements, and retaining walls.

EXHIBIT “A-1”**ESTIMATE OF COST**

Phase	TUMF	LOCAL	TOTAL
PA&ED			
PS&E			
RIGHT OF WAY			
CONSTRUCTION	\$2,000,000		\$2,000,000
TOTAL	\$2,000,000		\$2,000,000

EXHIBIT “A-2”**PROJECT SCHEDULE****TIMETABLE:**

The City, using local developer funds, is processing the project with Caltrans using Streamlined Oversight Processing. The project does not require any right-of-way acquisition. Construction is scheduled to begin in Spring of 2022.

Phase	Estimated Completion Date	Estimated Cost	Comments
PA&ED			
PS&E			
RIGHT OF WAY			
CONSTRUCTION		\$2,000,000	
TOTAL		\$2,000,000	

Elements of Compensation

EXHIBIT “B”

PROCEDURES FOR SUBMITTAL, CONSIDERATION AND PAYMENT OF INVOICES

1. For professional services, WRCOG recommends that the AGENCY incorporate this Exhibit “B-1” into its contracts with any subcontractors to establish a standard method for preparation of invoices by contractors to the AGENCY and ultimately to WRCOG for reimbursement of AGENCY contractor costs.
2. Each month the AGENCY shall submit an invoice for eligible Project costs incurred during the preceding month. The original invoice shall be submitted to WRCOG’s Executive Director with a copy to WRCOG’s Project Coordinator. Each invoice shall be accompanied by a cover letter in a format substantially similar to that of Exhibit “B-2”.
3. For jurisdictions with large construction projects (with the total construction cost exceeding \$10 million) under construction at the same time, may with the approval of WRCOG submit invoices to WRCOG for payment at the same time they are received by the jurisdiction. WRCOG must receive the invoice by the 5th day of the month in order to process the invoice within 30 days. WRCOG will retain 10% of the invoice until all costs have been verified as eligible and will release the balance at regular intervals not more than quarterly and not less than semi-annually. If there is a discrepancy or ineligible costs that exceed 10% of the previous invoice WRCOG will deduct that amount from the next payment.
4. Each invoice shall include documentation from each contractor used by the AGENCY for the Project, listing labor costs, subcontractor costs, and other expenses. Each invoice shall also include a monthly progress report and spreadsheets showing the hours or amounts expended by each contractor or subcontractor for the month and for the entire Project to date. Samples of acceptable task level documentation and progress reports are attached as Exhibits “B-4” and “B-5”. All documentation from the Agency’s contractors should be accompanied by a cover letter in a format substantially similar to that of Exhibit “B-3”.
5. If the AGENCY is seeking reimbursement for direct expenses incurred by AGENCY staff for eligible Project costs, the AGENCY shall provide the same level of information for its labor and any expenses as required of its contractors pursuant to Exhibit “B” and its attachments.
6. Charges for each task and milestone listed in Exhibit “A” shall be listed separately in the invoice.
7. Each invoice shall include a certification signed by the AGENCY Representative or his or her designee which reads as follows:

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

Signed _____

Title _____

Date _____

Invoice No. _____

8. WRCOG will pay the AGENCY within 30 days after receipt by WRCOG of an invoice. If WRCOG disputes any portion of an invoice, payment for that portion will be withheld, without interest, pending resolution of the dispute, but the uncontested balance will be paid.
9. The final payment under this Agreement will be made only after: (I) the AGENCY has obtained a Release and Certificate of Final Payment from each contractor or subcontractor used on the Project; (ii) the AGENCY has executed a Release and Certificate of Final Payment; and (iii) the AGENCY has provided copies of each such Release to WRCOG.

EXHIBIT “B-1”
[Sample for Professional Services]

For the satisfactory performance and completion of the Services under this Agreement, Agency will pay the Contractor compensation as set forth herein. The total compensation for this service shall not exceed (____INSERT WRITTEN DOLLAR AMOUNT____) (\$__INSERT NUMERICAL DOLLAR AMOUNT__) without written approval of Agency’s City Manager [or applicable position] (“Total Compensation”).

1. ELEMENTS OF COMPENSATION.

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

1.1 DIRECT LABOR COSTS.

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

1.1.1 DIRECT SALARY COSTS

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

1.1.2 MULTIPLIER

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

1.1.2.1 Direct Salary Costs _____

1.1.2.2 Payroll Additives _____

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

1.1.2.3 Overhead Costs _____

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

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

1.2 FIXED FEE.

1.2.1 The fixed fee is \$_____.

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

1.3 ADDITIONAL DIRECT COSTS.

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

Rates for identified Additional Direct Costs are as follows:

<u>ITEM</u>	<u>REIMBURSEMENT RATE</u>
	<u>[__insert charges__]</u>
Per Diem	\$ /day
Car mileage	\$ /mile
Travel	\$ /trip
Computer Charges	\$ /hour
Photocopies	\$ /copy
Blueline	\$ /sheet
LD Telephone	\$ /call
Fax	\$ /sheet
Photographs	\$ /sheet

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

2. DIRECT SALARY RATES

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

- 2.1 Direct Salary Rates shall be applicable to both straight time and overtime work, unless payment of a premium for overtime work is required by law, regulation or craft agreement, or is otherwise specified in this Agreement. In such event, the premium portion of Direct Salary Costs will not be subject to the Multiplier defined in Paragraph 1.1.2 above.
- 2.2 Direct Salary Rates shown herein are in effect for one year following the effective date of the Agreement. Thereafter, they may be adjusted annually to reflect the Contractor's adjustments to individual compensation. The Contractor shall notify Agency in writing prior to a change in the range of rates included herein, and prior to each subsequent change.

<u>POSITION OR CLASSIFICATION</u>	<u>RANGE OF HOURLY RATES</u>
-----------------------------------	------------------------------

[__sample__]

Principal	\$.00 - \$.00/hour
Project Manager	\$.00 - \$.00/hour
Sr. Engineer/Planner	\$.00 - \$.00/hour
Project Engineer/Planner	\$.00 - \$.00/hour
Assoc. Engineer/Planner	\$.00 - \$.00/hour
Technician	\$.00 - \$.00/hour
Drafter/CADD Operator	\$.00 - \$.00/hour
Word Processor	\$.00 - \$.00/hour

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

3. INVOICING.

- 3.1 Each month the Contractor shall submit an invoice for Services performed during the preceding month. The original invoice shall be submitted to Agency's Executive Director with two (2) copies to Agency's Project Coordinator.
- 3.2 Charges shall be billed in accordance with the terms and rates included herein, unless otherwise agreed in writing by Agency's Representative.
- 3.3 Base Work and Extra Work shall be charged separately, and the charges for each task and Milestone listed in the Scope of Services, shall be listed separately. The charges for each individual assigned by the Contractor under this Agreement shall be listed separately on an attachment to the invoice.

- 3.4 A charge of \$500 or more for any one item of Additional Direct Costs shall be accompanied by substantiating documentation satisfactory to Agency such as invoices, telephone logs, etc.
- 3.5 Each copy of each invoice shall be accompanied by a Monthly Progress Report and spreadsheets showing hours expended by task for each month and total project to date.
- 3.6 If applicable, each invoice shall indicate payments to DBE subcontractors or supplies by dollar amount and as a percentage of the total invoice.
- 3.7 Each invoice shall include a certification signed by the Contractor's Representative or an officer of the firm which reads as follows:

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

Signed _____
Title _____
Date _____
Invoice No. _____

4. PAYMENT

- 4.1 Agency shall pay the Contractor within four to six weeks after receipt by Agency of an original invoice. Should Agency contest any portion of an invoice, that portion shall be held for resolution, without interest, but the uncontested balance shall be paid.
- 4.2 The final payment for Services under this Agreement will be made only after the Contractor has executed a Release and Certificate of Final Payment.

EXHIBIT B-2
Sample Cover Letter to WRCOG

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

Re: Project Title - Invoice #__

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

Invoice period covered is from Month/Date/Year to Month/Date/Year .

Total Authorized Agreement Amount:	\$0,000,000.00
Total Invoiced to Date:	\$0,000,000.00
Total Previously Invoiced:	\$0,000,000.00
Balance Remaining:	\$0,000,000.00

Amount due this Invoice:	\$0,000,000.00 =====
---------------------------------	--------------------------------

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

By: _____
Name
Title

cc:

EXHIBIT B-3
Sample Letter from Contractor to AGENCY

Month/Date/Year

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

Invoice # _____

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

Invoice period covered is from Month/Date/Year to Month/Date/Year .

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

TOTAL AUTHORIZED CONTRACT AMOUNT:	\$000,000.00
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Total Invoice to Date:	\$000,000.00
Total Previously Billed:	\$000,000.00
Balance Remaining:	\$000,000.00

Amount Due this Invoice:	\$000,000.00
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I certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed,

By: _____
Name
Title

**EXHIBIT B-4
SAMPLE TASK SUMMARY SCHEDULE
(OPTIONAL)**

EXHIBIT B-5
Sample Progress Report

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

A. Activities and Work Completed during Current Work Periods

TASK 01 – 100% PS&E SUBMITTAL

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

B. Current/Potential Problems Encountered & Corrective Action

Problems	Corrective Action
None	None

C. Work Planned Next Period

TASK 01 – 100% PS&E SUBMITTAL

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



Western Riverside Council of Governments Executive Committee

Staff Report

Subject: 4th Quarter Draft Budget Amendment for Fiscal Year 2020/2021
Contact: Andrew Ruiz, Chief Financial Officer, aruiz@wrcog.us, (951) 405-6740
Date: August 2, 2021

Requested Action(s):

1. Approve the 4th Quarter Draft Budget Amendment for Fiscal Year 2020/2021.
-

Purpose:

The purpose of this item is to request approval of WRCOG's 4th Quarter Draft Budget Amendment for Fiscal Year 2020/2021.

Background:

Administration

Administration Department expenditures exceeded the budgeted amount by \$75,401, primarily due to additional legal costs in the Administration Department (\$31k), additional office improvements and equipment purchased (\$17k), and additional consulting labor (\$12k).

The additional legal costs were primarily due to staffing and administrative changes that occurred throughout the year. The additional office improvements and equipment costs include things such as preparing the conference room for remote meetings and additional equipment for staff due to COVID-19 and having to work from home. The additional consulting labor was due to costs incurred for the recruitment of the Executive Director position. These additional expenditures are being offset by a decrease in other budgeted expenditures that did not fully utilize their budgeted amounts.

Net Expenditure increase to the Administration Department: \$0

Environmental Department

Environmental Department expenditures exceeded the budgeted amount by \$54,703, primarily due to additional advertising costs in the Used Oil Program (\$41k) and event support in the Clean Cities Program (\$12k).

The Used Oil Program usually hosts in-person events nearly every weekend; however, due to COVID-19 restrictions, in-person events were cancelled. The events have since been brought back, but without staff to pass out promotional materials. As a way of continuing to try to promote the Used Oil Program, staff utilized advertising media to continue to promote the proper recycling and disposal of used oil. The

additional advertising costs in the Used Oil Program will be offset by the promotional materials and event support line items that were not fully utilized this year due to COVID-19.

The Clean Cities Program usually hosts its annual AltCar Expo in person; however, due to COVID-19 restrictions, it was hosted online. Platia Productions facilitated the online event and additional costs under the event support line item were incurred. Costs for the event were originally budgeted under consulting, which will offset the increase in event support.

Net Expenditure increase to the Environmental Department: \$0

Transportation & Planning Department

Transportation & Planning Department revenues exceeded the budgeted amount by \$27,477,317, primarily due to additional revenues collected by the TUMF Program. Transportation & Planning Department expenditures exceeded the budgeted amount by \$294,325, primarily due to grants entered into during the fiscal year (\$172k) and consulting labor (\$109k).

While staff originally anticipated the TUMF Program to be negatively impacted by COVID-19, TUMF has experienced one of its best years of collections this year. This is primarily due to the boom in residential home construction. This trend is expected to continue into Fiscal Year 2021/2022. The TUMF Program also incurred approximately \$52k in additional costs, which will be offset by the increased revenues.

The Grant Writing Program incurred additional costs related to the grant writing services WRCOG provides for its member jurisdictions. The funds from the Grant Writing Program come from the HERO Program carryover funds that were programmed for various purposes several years ago, which included other Programs such as BEYOND, Fellowship, etc., so there will be no offset.

The Transportation Planning Program incurred \$12k in software costs due to the purchase of GIS software. The Program has begun providing GIS services for WRCOG's member agencies.

WRCOG also begun work on two grants this past year, the Analyses for Smart Climate and the Regional Early Action Plan. These grants will be fully reimbursed for costs and are multi-year grants that have been programmed into the FY 2021/2022 budget.

Net Expenditure increase to the Transportation & Planning Department: \$224,312

Net Revenue increase to the Transportation & Planning Department: \$27,477,317

Energy Department

Energy Department revenues exceeded the budgeted amount by \$2,009,034, primarily due to a significant increase in early payoffs (\$1.6M) in the HERO Program and additional revenue collected in the PACE Commercial Programs (\$400k). Energy Department expenditures exceeded the budgeted amount by \$1,522,118, primarily due to additional legal costs (\$1M) incurred by the HERO Program and settlement payments (\$390k) paid out by the HERO Program.

While the HERO Program is no longer completing new projects, it still manages and receives administrative fees on the existing pool of assessments. During the past fiscal year, there was a sharp increase in early payoffs, which generated additional revenue for the Program. This could potentially be

due to market conditions, as home values have increased substantially over the past year, increasing equity along with mortgage refinance rates hitting all-time lows, and may have factored in to this significant increase of payoffs. The net increase in revenues for the HERO Program is approximately \$1.6M.

The HERO Program has also incurred significantly more legal costs than originally anticipated. WRCOG's partner in the residential HERO Program, Renovate America, terminated its HERO product and subsequently filed for Chapter 11 Bankruptcy at the end of December 2020, ending the Program. Additionally, at the December 2020 WRCOG Executive Committee meeting, staff was directed to terminate the remaining residential PACE administration agreements with the two other companies that have partnered with WRCOG, Renew Financial and PACE Funding Group. Due to this, the Program has incurred significantly more legal costs as it relates to the Renovate bankruptcy as well as legal costs associated with homeowner issues. Legal costs have exceeded its budgeted amount by over \$1M. Additionally, WRCOG has been paying off assessments that have been determined to be fraudulent, which total to nearly \$400k. There are other expenditures that exceeded their budgeted amount and other line items that will be used to offset against. In total, expenditures will increase by approximately \$1.3M.

Lastly, the PACE Commercial Programs have exceeded their budgeted amounts by approximately \$400k. Twain completed one large project this year that netted WRCOG approximately \$350k and Greenworks completed 10 projects that netted WRCOG approximately \$260k. The PACE Commercial Program has continued to grow in completing projects year over year.

Net Expenditure decrease to the Energy Department: \$1,338,488

Net Revenue increase to the Energy Department: \$2,009,034

Prior Action(s):

None.

Fiscal Impact:

For the 4th Quarter of Fiscal Year 2020/2021, there will a total net increase in expenditures of \$1,562,800 along with a total increase in revenues of \$29,486,351.

Attachment(s):

[Attachment 1 - Q4 Budget Amendment](#)

Western Riverside Council of Governments
4th Quarter Budget Amendment
For the Year Ending June 30, 2021



	Thru 6/30/2021 Actual	Approved 6/30/2021 Budget	Amendment Needed
Administration			
Expenses			
General Legal Services	\$106,210	\$75,000	(\$31,210)
Parking Cost	\$23,566	\$20,000	(\$3,566)
WRCOG Auto Maintenance Expense	\$516	\$500	(\$16)
Parking Validations	\$4,191	\$10,000	\$5,000
Coffee and Supplies	\$3,476	\$3,000	(\$476)
Event Support	\$7,309	\$45,000	\$28,651
Program/Office Supplies	\$20,841	\$12,000	(\$8,841)
Computer Software	\$20,567	\$20,000	(\$567)
Rent/Lease Equipment	\$8,286	\$20,000	\$10,000
Membership Dues	\$16,570	\$30,000	\$10,000
Printing Services	\$1,830	\$1,000	(\$830)
Equipment Maintenance - General	\$1,250	\$8,000	\$6,750
Equipment Maintenance - Comp/Software	\$0	\$20,000	\$15,000
Consulting Labor	\$212,203	\$200,000	(\$12,203)
Office Equipment Purchased	\$17,692	\$0	(\$17,692)
Total expenditure (increase)/decrease			-



Western Riverside Council of Governments
4th Quarter Budget Amendment
For the Year Ending June 30, 2021

	Thru 6/30/2021 Actual	Approved 6/30/2021 Budget	Amendment Needed
Clean Cities			
Expenses			
Event Support	\$17,000	\$5,000	(\$12,000)
Consulting Labor	\$57,713	\$78,623	\$12,000
Used Oil Grant			
Expenses			
Event Support	\$64,703	\$85,500	\$13,703
Meeting Support Services	\$0	\$5,000	\$5,000
Printing Services	\$0	\$2,000	\$2,000
Insurance - Gen/Busi Liab/Auto	\$0	\$2,000	\$2,000
Supplies/Materials	\$0	\$20,000	\$20,000
Advertising Media	\$107,100	\$65,667	(\$41,433)
Consulting Labor	\$1,270	\$0	(\$1,270)
Total expenditure (increase)/decrease			-

Western Riverside Council of Governments
4th Quarter Budget Amendment
For the Year Ending June 30, 2021



	Thru 6/30/2021 Actual	Approved 6/30/2021 Budget	Amendment Needed
TUMF			
Revenues			
Commerical/Service	\$1,723,472	\$1,028,417	\$695,055
Retail	\$1,845,580	\$2,240,810	(\$395,230)
Industrial	\$4,758,736	\$5,918,236	(\$1,159,500)
Residential/Multi/Single	\$44,613,416	\$16,306,756	\$28,306,660
Multi-Family	\$6,543,261	\$6,685,379	(\$142,118)
Total Revenues	\$59,484,465	\$32,179,598	\$27,304,867
Expenses			
Membership Dues	\$625	\$250	(\$375)
Outside Consultants	\$353,915	\$272,241	(\$51,846)
Total Expenses	\$354,540	\$272,491	(\$52,221)
Grant Writing			
Expenses			
Consulting Labor	\$182,719	\$124,706	(\$58,013)
Transportation Planning			
Expenses			
Computer Software	\$12,000	\$0	(\$12,000)
Consulting Labor	\$240,781	\$303,682	\$12,000
Analyses for Smart Climate			
Revenues			
Smart Climate Revenue	\$63,951	\$0	\$63,951
Expenses			
Salaries & Wages - Fulltime	\$15,884	\$0	(\$15,884)
Fringe Benefits	\$2,690	\$0	(\$2,690)
Overhead Allocation	\$8,621	\$0	(\$8,621)
Consulting Labor	\$36,396	\$0	(\$36,396)
Total Expenses	\$63,591	\$0	(\$63,591)
REAP Project			
Revenues			
REAP Grant Revenues	\$108,499	\$0	\$108,499
Expenses			
Consulting Labor	\$108,499	\$0	(\$108,499)
Total revenue increase/(decrease)			\$27,477,317
Total expenditure (increase)/decrease			(\$224,312)



Western Riverside Council of Governments
4th Quarter Budget Amendment
For the Year Ending June 30, 2021

	Thru 6/30/2021 Actual	Approved 6/30/2021 Budget	Amendment Needed
WREP (Gas Company Partnership)			
Expenses			
Insurance - Gen/Busi Liab/Auto	\$275	\$0	(\$275)
Travel Mileage Reimbursement	\$0	\$500	\$275
Total Expenses	\$275	\$500	\$0
HERO			
Revenues			
WRCOG HERO Revenue	\$32,905	\$78,375	(\$45,470)
WRCOG HERO-Recording Revenue	\$25,625	\$57,915	(\$32,290)
Statewide HERO Revenue	\$170,588	\$272,000	(\$101,412)
Statewide HERO Admin Revenue	\$2,831,510	\$1,024,250	\$1,807,260
CA-HERO Recording fee Revenue	\$112,955	\$168,480	(\$55,525)
CA HERO Other Revenue	\$19,750	\$0	\$19,750
Total Revenues	\$3,193,333	\$1,601,020	\$1,592,313
Expenses			
Salaries & Wages	\$212,999	\$182,049	(\$30,950)
Fringe Benefit	\$94,295	\$75,436	(\$18,859)
GENERAL LEGAL SERVICES	\$1,122,499	\$100,000	(\$1,022,499)
Bank Fees	\$20,706	\$15,000	(\$5,706)
Computer Software	\$16,310	\$2,000	(\$14,310)
NWCC- Membership Dues	\$3,100	\$1,000	(\$2,100)
Data Processing Support	\$4,052	\$0	(\$4,052)
Recording Fee	\$49,901	\$129,800	\$79,900
Compliance Settlements	\$390,108	\$0	(\$390,108)
CA HERO Direct Exp	\$74,231	\$177,686	\$103,455
Total Expenses	\$1,988,200	\$682,972	(\$1,305,229)
Greenworks Lending			
Revenues			
PACE Commercial Revenue	\$262,056	\$100,000	\$162,056
Expenses			
Salaries & Wages -Greenworks Lending	\$1,005	\$0	(\$1,005)
General Legal Services Greenworks	\$380	\$0	(\$380)
Consulting Labor	\$56,875	\$25,000	(\$31,875)
Total Expenses	\$58,260	\$25,000	(\$33,260)
Twain			
Revenues			
PACE Commercial Revenue	\$354,665	\$100,000	\$254,665
Total revenue increase/(decrease)			\$2,009,034
Total expenditure (increase)/decrease			(\$1,338,488)



Western Riverside Council of Governments Executive Committee

Staff Report

Subject: First Amendment to PSA for GIS Assistance for Housing Element Updates
Contact: Christopher Tzeng, Program Manager, ctzeng@wrcog.us, (951) 405-6711
Date: August 2, 2021

Requested Action(s):

1. Authorize the Executive Director to execute a First Amendment to the PSA with Houseal Lavigne Associates for GIS technical and advisory support for Housing Element updates to WRCOG member agencies, and to increase the total not to exceed amount from \$480,000 to \$624,000.

Purpose:

The purpose of this item is to request authorization for the Executive Director to execute a First Amendment to the Professional Services Agreement with Houseal Lavigne Associates to provide GIS assistance for Housing Element Updates to member agencies.

Background:

SCAG's REAP (Regional Early Action Planning) Subregional Partnership Program is meant to assist agencies in increasing housing planning and accelerating housing production to support agencies in meeting Housing Element requirements. This contract is part of the approved work plan for the REAP Program and therefore is funded entirely through SCAG. WRCOG is eligible to receive up to \$1.678 million and both of the projects covered in the Professional Services Agreement and subsequent Amendment have been approved by SCAG.

Procurement Process

WRCOG released a Request for Proposal (RFP) 05-20, on December 2, 2020, to solicit interested firms to provide technical assistance to jurisdictions in Western Riverside County and meet the requirements of the Sixth Cycle Regional Housing Needs Assessment (RHNA) and Housing Element. This RFP contained two projects: 1. GIS assistance project, and 2. Affirmatively Furthering Fair Housing (AFFH) / AB 686 assistance. The first project, the GIS assistance project would provide GIS services to assist WRCOG member agencies with Housing Element updates. The goal of the GIS assistance is to enable member agencies to produce more data-informed and regionally consistent Housing Elements that result in a net-positive production of housing supply. The second project, AB 686 assistance, provides technical assistance to WRCOG member agencies in order to meet their AB 686 requirements. AB 686 requires all state and local agencies (including cities, counties, and housing authorities) to ensure their laws, programs, and activities advance fair housing strategies while also creating new requirements in the Housing Elements of municipal General Plans beginning January 1, 2019. Additionally, by January 1, 2021, all housing elements must contain an Assessment of Fair Housing (AFH) as defined by HUD's 2015 AFFH Rule.

WRCOG received three submittals from interested firms. A Proposal Review Committee consisting of three WRCOG staff and one staff from the San Bernardino County Transportation Authority reviewed the proposals and the proposal submitted by Houseal Lavigne Associates (HLA) had the highest scores based on technical approach and the project team's experience conducting Housing Elements in the state of California.

Project Included in Professional Services Agreement

The Executive Committee authorized the Executive Director to execute a PSA with HLA in March 2021 that authorized HLA to begin work on the first project only, the GIS assistance project. This PSA specifically did not authorize HLA to commence the second project, AB 686/AFFH assistance. Ten jurisdictions have requested assistance on the GIS assistance project in order to enhance existing efforts.

WROCG did not authorize Houseal Lavigne to work on the AB 686 work because the California Department of Housing and Community Development (HCD) still had not finalized the requirements for jurisdictions to demonstrate compliance with AB 686 requirements. Additionally, there was preliminary indication that HCD could perform some of the work related to AB 686 or providing additional support to local jurisdictions to reduce the amount of work required to fulfill these requirements. Therefore, the contract awarded to Houseal Lavigne did not include authorization for them to perform any of the work related to the AB 686 requirements.

Project Included in First Amendment to PSA

In April 2021, HCD issued guidance on what is required to demonstrate AB 686 requirements. Member agencies are required to conduct analyses to meet the requirements of AB 686, which is a new State mandate imposed on local governments in California. Additionally, HCD indicated that it was no longer able to perform this analysis for any local governments, which then required WRCOG to authorize Houseal Lavigne to perform this work. We have received requests from four jurisdictions for technical assistance on meeting AB 686/AFFH requirements. WRCOG anticipates additional requests will be made in the coming months.

The increase in the total not to exceed amount as requested in this First Amendment to the PSA, which is \$144,000, is the amount HLA proposed in its initial response to RFP 05-20. The total not to exceed amount of the PSA and this First Amendment, which is \$624,000, would have been requested in the initial PSA if both projects commenced at the same time.

AB 686 Deliverables

The AB 686 / AFFH assistance will provide WRCOG member agencies with the following:

1. A Program that Affirmatively Furthers Fair Housing and Promotes Housing Opportunities throughout the Community for Protected Classes.
2. Conduct an Assessment of Fair housing including:
 - a. a summary of fair housing issues;
 - b. an analysis using available federal, state and local data of fair housing issues;
 - c. an assessment of contributing factors to the issues identified;
 - d. an identification of the jurisdiction's fair housing priorities and goals; and
 - e. an implementation strategy.
3. Prepare Housing Element Land Inventory and Identification of Sites through the Lens of Affirmatively Further Fair Housing.

Prior Action(s):

July 14, 2021: The Administration & Finance Committee recommended that the Executive Committee authorize the Executive Director to execute a First Amendment to the PSA with Houseal Lavigne Associates for GIS technical and advisory support for Housing Element updates to WRCOG member agencies, and to increase the total not to exceed amount from \$480,000 to \$624,000.

March 1, 2021: The Executive Committee authorized the Executive Director to execute a PSA with Houseal Lavigne Associates for GIS technical and advisory support for Housing Element updates to WRCOG member agencies in an amount not to exceed \$480,000 in total.

Fiscal Impact:

Expenditures for the projects under this PSA and subsequent Amendment will be reimbursed by SCAG as part of the Subregional Partnership Program and do not have a fiscal impact on WRCOG.

Attachment(s):

[Attachment 1 - 1st Amendment PSA - Houseal Lavigne](#)

[Attachment 2. - RFP 05-20 - GIS Assistance for Housing Element Updates](#)

First Amendment to PSA for GIS Assistance for Housing Element Updates

Attachment 1

First Amendment to Professional Services Agreement between WRCOG and Houseal Lavigne Associates

**FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
AND
HOUSEAL LAVIGNE ASSOCIATES**

1. PARTIES AND DATE.

This First Amendment is made and entered into this 12th day of July, 2021, by and between the Western Riverside Council of Governments, a California public agency ("WRCOG") and Houseal Lavigne Associates, LLC, an Illinois limited liability company ("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 March 2, 2021 ("Master Agreement").

2.2 First Amendment.

WRCOG and Consultant desire to enter into this First Amendment for the purpose of providing additional technical services and compensation in assisting jurisdictions in Western Riverside County with Geographic Information Systems (GIS) planning services and lead to the production of effective Housing Elements.

3. TERMS.

3.1 Additional Compensation.

The maximum compensation for Services performed under this First Amendment shall not exceed One Hundred Forty-Four Thousand Dollars (\$144,000.00) without written approval of WRCOG's Executive Director. Work shall be performed in manner that is consistent with the amended Scope of Services and Compensation set forth in Exhibits "A" and "B", respectively, as attached to this First Amendment.

The total not-to-exceed-value of the Master Agreement and this First Amendment shall be increased from Four Hundred Eighty Thousand Dollars (\$480,000.00) to Six Hundred Twenty-Four Thousand Dollars (\$624,000.00).

3.2 Continuation of Existing Provisions.

Except as amended by this First 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 First Amendment.

3.3 Counterparts.

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

3.4 Electronic Delivery of Amendment; Electronic Signatures.

A manually signed copy of this First Amendment which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this First Amendment for all purposes. This First Amendment may be signed using an electronic signature.

[Signatures on the following page]

**SIGNATURE PAGE TO
FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
AND
HOUSEAL LAVIGNE ASSOCIATES**

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

WRCOG

CONSULTANT

WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS

HOUSEAL LAVIGNE ASSOCIATES

By: _____
Christopher Gray
Interim Executive Director

By: _____
Devin Lavigne
Principal

Approved to Form:

By: _____
Steven C. DeBaun
General Counsel

First Amendment to PSA for GIS Assistance for Housing Element Updates

Attachment 2

Request for Proposal No. 05-20
GIS Assistance for Housing Element
Updates (WRCOG Jurisdictions)

REQUEST FOR PROPOSAL

No. 05-20

GIS Assistance for Housing Element Updates
(WRCOG Jurisdictions)
12/02/2020



Western Riverside Council of Governments
3390 University Avenue, Suite 200
Riverside, CA 92501
(951) 405-6700
wrcog.us

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1. SUMMARY

The Western Riverside Council of Governments (WRCOG) is a joint powers authority whose purpose is to unify Western Riverside County so that it can speak with a collective voice on important issues that affect its members. Representatives from eighteen (18) cities in Western Riverside County, the Riverside County Board of Supervisors, and the Eastern and Western Municipal Water Districts have seats on the WRCOG Executive Committee, the policy setting Board for the Agency. The Riverside County Superintendent of Schools is an ex-officio member of the Executive Committee. As a joint powers authority, WRCOG examines a range of regional matters critical to Western Riverside County's future. More information on the range of WRCOG's programs and the operations of the Agency can be found at www.wrcog.us.

Jurisdictions are in the process of updating their Housing Elements to meet the October 21, 2021, submission deadline to the California Housing and Community Development Department (HCD). A few grant programs have been made available to assist jurisdictions update their planning documents and implement process improvements that will facilitate the acceleration of housing production and help with the preparation of its Sixth cycle RHNA and Housing Element requirements. HCD has established a Regional Early Action Planning (REAP) Grant Program that will be administered through the Southern California Association of Governments (SCAG) and is also meant to assist jurisdictions in increasing housing planning and accelerating housing production to support jurisdictions in meeting Housing Element requirements. SCAG has established a Subregional Partnership Program which will make \$1.678 million available to WRCOG. The goals of the Subregional Partnership Program are to align resources with allocation methodology for the Sixth Cycle of RHNA to support local jurisdictions in addressing identified housing needs, and advance the Connect SoCal sustainable development goals including supporting local jurisdictions in promoting housing in priority growth areas to increase access to jobs and transit and reduce environmental impacts.

WRCOG has developed a list of projects to assist the jurisdictions in the WRCOG subregion based on the criteria set forth by SCAG and is in the process of developing the application for submittal to SCAG. It is anticipated that a few of these projects fall within field of GIS. WRCOG is releasing this RFP to solicit GIS services for the following potential projects funded through the REAP Subregional Partnership Program:

- RHNA accommodation: sites inventory and 3-D mapping applications.
- Assembly Bill 686 Housing discrimination: Affirmatively Further Fair Housing / Housing Discrimination Toolkit.

Please note that the funding for these projects is subject to SCAG approval. WRCOG is releasing the RFP in anticipation of the approval of its proposed projects with the goal to commence these projects as soon as approval is received. The Scope of Work provided in Section 14 of this RFP for the potential projects listed above are general and should be a guide to providing a more detailed Scope of Work. WRCOG is relying on the Proposer to utilize its professional expertise to provide the necessary steps to complete the Scope of Work. It should also be noted that the tasks and services described in this RFP are subject to change, so WRCOG maintains the option to change the tasks described as its projects are finalized with SCAG.

2. SUBMISSIONS

All Proposal submittals must consist of one electronic Proposal, via e-mail. Proposals must be **submitted** by **December 22, 2020, no later than 2:00 p.m. Pacific Standard Time (PST)** to:

Name	Western Riverside Council of Governments
Phone	(951) 405-6711
Attn	Christopher Tzeng, Program Manager

Email	ctzeng@wrcog.us
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Proposals shall include a Table of Contents listing all sections, disclosures, etc., and their corresponding page numbers. **Please review Section 13 for additional details.** It shall be the responsibility of the Proposer to email the Proposal and all other required items to the WRCOG staff member specified in this RFP at or before 2:00 p.m. PST on December 22, 2020. WRCOG will not accept any Proposal received after the Proposal submission time and date.

3. QUESTIONS AND ANSWERS REGARDING THIS RFP

Questions must be submitted by Thursday, December 10, 2020, in email to:

Name	Christopher Tzeng, Program Manager
Email	ctzeng@wrcog.us

4. PRE-PROPOSAL MEETING

WRCOG will be hosting a pre-Proposal meeting on Tuesday, December 8, 2020, at 2:00 p.m. to discuss this RFP. The meeting will convene via Zoom. Please contact Christopher Tzeng (ctzeng@wrcog.us) for the Zoom information. Participation is encouraged but not mandatory.

5. BUDGET PARAMETERS

WRCOG has provided an estimate to SCAG on the two projects included in this RFP. WRCOG is requesting Proposers to submit a Scope of Work budget based on the estimates provided below. As noted above, the funding for these projects is subject to SCAG approval. The Scope of Work provided in Section 14 of this RFP for the potential projects listed above are general and should be a guide to providing a more detailed Scope of Work. WRCOG is relying on the Proposer to utilize its professional expertise to provide the necessary steps to complete the Scope of Work.

Project	Proposed Budget
1. RHNA accommodation: sites inventory and 3-D mapping applications	\$480,000
2. Assembly Bill 686 Housing discrimination: Affirmatively Further Fair Housing / Housing Discrimination Toolkit	\$145,000

6. SCHEDULE OF EVENTS

Event	Date
1. RFP Distribution	December 1, 2020
2. Pre-Proposal Meeting via Zoom	December 8, 2020 (2:00 p.m.)
3. Questions from vendors about scope or approach due	December 10, 2020 (2:00 p.m.)
4. Answers from vendors about scope or approach posted to WRCOG website	December 11, 2020
5. Proposal Due Date	December 22, 2020 (2:00 p.m.)
6. Review of Proposals	December 22, 2020 – January 4, 2021
7. Potential Interviews	Week of January 4, 2021
8. Anticipated decision and selection of vendor(s)	January 11, 2021

The interview schedule may be staggered, depending on the number of Proposals received, and could span multiple weeks.

7. WRCOG RIGHTS

Award of a contract resulting from this RFP will be based upon the most responsive Proposal or Proposals which will be most advantageous to WRCOG in terms of cost, functionality, and effectiveness in meeting goals and objectives, and other factors as specified in this RFP.

A. WRCOG reserves the right to:

- Disqualify any and all Proposals that are not submitted in accordance with the required format described in this RFP.
- Reject any and all Proposals submitted.
- Request additional information.
- Issue Addenda to this RFP.
- Award all or part of the work contemplated in this RFP.
- Remedy errors in the RFP.
- Cancel the entire RFP.
- Issue a subsequent RFP.
- Approve or reject the use of a particular subcontractor / supplier.
- Negotiate with any, all, or none of the Proposers. If WRCOG is unable to negotiate final contract Terms and Conditions that are acceptable to WRCOG, WRCOG reserves the right to award the contract to another Proposer(s).
- Accept other than the lowest priced Proposal.
- Award a contract without interviews, discussions, or negotiations.
- Award a contract to one or more Proposers.

B. WRCOG may, at its discretion, and without explanation to prospective Proposer(s), at any time, choose to discontinue this RFP without obligation to such prospective Proposer(s).

C. All Proposers should be aware of the insurance requirements for Contract Award. The Certificate of Insurance must be provided by the successful Proposer(s) prior to Contract Award. A contract may not be awarded if insurance requirements are not met.

D. WRCOG does not reimburse for the cost of Proposal preparation, even in the event of RFP cancellation.

E. Communication between the Proposer(s) and any member of the Proposal Review Committee during the selection process is prohibited, except in the manner expressly authorized in this RFP. Violation of this restriction is grounds for disqualification of the communicating Proposer's(s') Proposal.

F. Every Proposal submitted is considered a firm offer that must be valid for a minimum of ninety (90) calendar days.

G. If applicable, WRCOG prefers that software developed under WRCOG's contract not incorporate proprietary and / or third-party software components. This does not preclude the development of

deliverables, which interface with commonly-available, off-the-shelf software. However, contractors must determine in advance whether WRCOG already has, or is willing to procure, appropriate licenses for any proprietary and/or third-party software that would be required. Contractors must also provide the impacts of any enhancements and upgrades. WRCOG will require delivery of documentation and source code for all electronic intellectual property developed under a WRCOG contract prior to releasing final payment to the contractor.

8. ADDENDA

WRCOG reserves the right to revise the RFP documents. Any WRCOG changes to the requirements will be made by written addenda to this RFP. Any written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any contract resulting from this RFP. Addenda will be posted on the WRCOG website. It is the responsibility of the Proposer(s) to check the WRCOG website to determine if any addenda have been issued. WRCOG will not be bound to any modifications to or deviations from the requirements set forth in this RFP as the result of oral instructions. Proposers shall acknowledge receipt of addenda in their Proposal. Failure to acknowledge receipt of all addenda may cause the Proposal to be deemed non-responsive to this RFP and be rejected without further evaluation.

9. NOTIFICATION OF RIGHT TO PROTEST CONTRACT AWARD

Proposer(s) have the right to protest the contract award. A written protest must be filed with WRCOG’s Director of Transportation & Planning within five (5) working days after the decision of award is made. WRCOG will not accept any verbal protests. The protest must be a detailed, written statement of the protest grounds and reference the RFP Number and name of the designated Contracts Administrator. Grounds for a protest are that WRCOG failed to follow the selection procedures and adhere to requirements specified in this RFP or any addenda or amendments, there has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq., or violation of State or Federal law. WRCOG will only consider those specific issues addressed in the written protest. The protest must be submitted to WRCOG via 1) certified mail and 2) e-mail using the contact information provided below.

Name	Christopher Gray, Director of Transportation & Planning
Address	3390 University Avenue, Suite 200, Riverside, CA 92501
Phone	(951) 405-6710
Email	cgray@wrcog.us

A written response from WRCOG will be directed to the protesting Proposer(s) within fourteen (14) calendar days of receipt of the protest, advising of the decision with regard to the protest and the basis of the decision.

10. CONFLICTS OF INTEREST

All Proposers responding to this RFP must avoid organizational conflicts of interest which would restrict full and open competition in this procurement. An organizational conflict of interest means that due to other activities, relationships, or contracts, a Proposer is unable, or potentially unable, to render impartial assistance or advice to WRCOG; a Proposer’s objectivity in performing the work identified in the Scope of Work is or might be otherwise impaired; or a Proposer has an unfair competitive advantage.

11. CONTACT

Any questions concerning technical specifications or Scope of Work requirements must be directed to:

Name	Christopher Tzeng, Program Manager
Phone	(951) 405-6711
Email	ctzeng@wrcog.us

12. CRITERIA

Any award to be made pursuant to this RFP will be based upon the Proposal with appropriate consideration given to operational, technical, cost, and management requirements. Evaluation of offers will be based upon each Proposer's responsiveness to the RFP and the total price quoted for all items covered by the RFP.

The following elements will be the primary considerations in evaluating all submitted Proposals and in the selection of a Proposer(s):

- A. Completion of all required responses in the correct format.
- B. Qualifications and experience with similar projects and clients.
- C. Key staff that will actually be working on the proposed tasks.
- D. The extent to which Proposer's proposed solution fulfills WRCOG-stated requirements as set forth in this RFP.
- E. An assessment of the Proposer's ability to deliver the indicated services in accordance with the specifications set out in this RFP.
- F. The Proposer's stability, experience, and record of past performance in delivering relevant services.
- G. Availability of sufficient high-quality personnel with the required skills and experience for the specific approach proposed.
- H. Overall cost of Proposer's Proposal.

13. PROPOSAL INFORMATION, ORGANIZATION, AND CONTENT

Proposer's submittal in response to this RFP will be incorporated into a final agreement between WRCOG and the selected Proposer(s). All Proposals shall contain, at a minimum, the following information:

- A. Title Page
- B. Table of Contents
- C. Cover Letter
- D. Firm Capabilities
- E. Approach and Understanding of the Scope of Work Plan
- F. Detailed and Itemized Pricing
- G. Appendix A: References
- H. Appendix B: Project Team Staffing
- I. Appendix C: Company Overview

The page limit for Items A - F is **15 double-sided pages (30 total pages)**. There is no page limit on appendices.

Title Page

The following must be provided on the title page:

- RFP number
- Title of the project
- Name and address of proposing firms and/or individuals
- Phone and Fax of Proposer
- Primary contact person
- Email address of the primary contact person
- Signature of the individual authorized / obligated to commit the Proposer to this project.

Table of Contents

A clear identification of the materials by section and page numbers are to be included in the Table of Contents.

Cover Letter

The cover letter should be brief (two pages maximum) and outline the Proposer's general approach, qualifications, and experience. In order to address the needs of this procurement, WRCOG will accept teams to propose in which proposing firms work cooperatively in presenting integrated solutions. Proposer's(s') team arrangements may be desirable in that they will enable the companies involved to complement each other's unique capabilities, while offering the best combination of performance, cost, and delivery for financial assistance being provided under this RFP. WRCOG will recognize the integrity and validity of Proposer's(s') team arrangements provided that:

- The arrangements are clearly identified and relationships are fully disclosed; **and**
- A primary (lead) individual is designated who will be fully responsible for all contract performance.

Firm Capabilities

All Proposals must provide a comprehensive, yet concise description of the Proposer's(s') individuals' capabilities including the following:

- A. A track record of providing successful assistance on similar disciplines and tasks highlighted in Section 14.
- B. A track record of providing successful services to similar governmental entities.
- C. Descriptions of the key staff that will actually be working on the proposed tasks and their experience working on similar issues.
- D. If responding as a firm, the ownership, size, and location of the office responsible for providing services to WRCOG.
- E. If responding as a firm, its legal organization (e.g., corporation, partnership) and year of incorporation.
- F. If responding as a firm, a description of the firm's equal employment opportunity and non-discrimination policies.
- G. If responding as firm, a summary of the firm's minority and female recruitment efforts and the percentage of minority and female officers, partners, or the equivalent.
- H. A statement, in one page or less, of any other relevant factors that should be considered by WRCOG

in evaluating the Proposal.

Proposals will be evaluated by a Proposal Review Committee on the basis of the Proposer's(s') skills and experience, proposed cost, presentation and completeness of Proposal, and the ability and willingness to work with WRCOG, its management, and references.

Proposers to this RFP should be mindful that WRCOG's selection process prioritizes experience, knowledge, and abilities of key individuals more so than experience associated with a particular firm. WRCOG has found that successful completion of a project is heavily reliant on the key staff that will be working with WRCOG on a regular basis.

Approach and Understanding of the Scope of Work Plan

Proposers are encouraged to propose enhancements or procedural or technical innovations to the Scope of Work that do not materially deviate from the objectives or required content of the project.

WRCOG is requesting that the response to this portion of the RFP be limited to 15 double-sided pages (30 total pages). There is no page limit on appendices.

Proposer(s) shall:

- Provide a narrative, which addresses the Scope of Work, and shows understanding of WRCOG's needs and requirements.
- Describe the approach to completing the tasks specified in the Scope of Work. The work plan shall be of such detail to demonstrate the Consultant's ability to accomplish the project objectives.
- Sequentially outline the activities that would be undertaken to complete the tasks and specify who would perform the tasks.
- Furnish an estimate of hours required to complete the specified tasks along with a total anticipated budget.
- Identify methods that consultant will use to ensure quality control as well as budget and schedule control for the project.
- Identify any special issues, problems, or risks that are likely to be encountered in this project and how the Proposer would propose to address them.

Also, please provide hourly billing rates for staff you are proposing to include on this RFP for services not directly identified in the Scope of Work.

Appendix A: References

Please provide three (3) references, including names and contact information. References should not include any WRCOG staff or WRCOG Committee members.

Appendix B: Project Team Staffing

Please include biographies and relevant experience of key staff who would be assigned to the project. Please describe coverage levels of employees who would be assigned to this project. Affirm that no employees working on the engagement have ever been convicted of a felony.

Appendix C: Company Overview

Please provide the following for your company:

- Official registered name (Corporate, D.B.A., Partnership, etc.), Dun & Bradstreet Number, Primary and secondary SIC numbers, address, main telephone number, toll-free number(s), and fax number(s).

- Primary key contact name, title, address (if different from above address), direct telephone, and fax number(s).
- Person authorized to contractually bind the organization for any Proposal against this RFP.
- Brief history, including year established and number of years the company has been offering streetlight and energy assistance and / or services.

14. REQUEST FOR DETAILED SCOPE OF WORK AND BUDGET

SCAG is administering the Regional Early Action Planning (REAP) Grant Program to assist jurisdictions update its Housing Elements to meet the October 21, 2021, submission deadline and has established a Subregional Partnership Program, which is making \$1.678 million available to WRCOG. In turn, WRCOG has developed a list of projects to assist the jurisdictions in the WRCOG subregion based on the criteria set forth by SCAG and is in the process of developing the application for submittal to SCAG. It is anticipated that a few of these projects fall within field of GIS. WRCOG is requesting detailed Scopes of Work and Budget (see Section 5 for Budget Parameters) for the following potential projects funded through the REAP Subregional Partnership Program:

- RHNA accommodation: sites inventory and 3-D mapping applications
- Assembly Bill 686 Housing discrimination: Affirmatively Further Fair Housing / Housing Discrimination Toolkit

Please note that the funding for these projects is subject to SCAG approval. WRCOG is releasing the RFP in anticipation of the approval of its proposed projects with the goal to commence these projects as soon as approval is received. For purposes of this Proposal, WRCOG requests that a detailed Scope of Work and Budget be provided as part of this submittal. WRCOG has provided an estimate to SCAG on the two projects included in this RFP – see Section 5 Budget Parameters. WRCOG is requesting to submit a Scope of Work a budget based on these estimates.

The Scope of Work for each project listed below are general and should be used as a guide in providing a more detailed Scope of Work. WRCOG is relying on the Proposer to utilize its professional expertise to provide the necessary steps to complete the Scope of Work. It should also be noted that the tasks and services described in this RFP are subject to change, so WRCOG maintains the option to change the tasks described as its projects are finalized with SCAG.

Project 1 – RHNA accommodation: sites inventory and 3-D mapping applications

1. Develop Site Inventory & Opportunity Finder tool.
2. Develop Esri ArcGIS Urban Web-based tools for RHNA scenario tools.
3. Develop HCD RHNA summary reporting tool to enable jurisdictions to autogenerate report in HCD Excel form required Excel spreadsheet from HCD.
4. Provide technical assistance on tools developed for this project to jurisdictions.

Project 2– Assembly Bill 686 Housing discrimination: Affirmatively Further Fair Housing (AFFH) / Housing Discrimination Toolkit

1. AFFH analysis for Housing Element and summarize in a technical memorandum.
2. Examination of segregation and resident displacement and summarize in a technical memorandum.
3. Draft AB 686 (AFFH/Housing Discrimination) toolkit.

15. TERMS AND CONDITIONS

Any Proposer or person submitting a Proposal shall state their willingness to agree to the following

terms and conditions:

- A. The awardee must be fully committed to the mission of WRCOG.
- B. Termination - A termination agreement is to be negotiated between the parties that includes provisions on termination for cause and termination for convenience.
- C. Oral Presentations - Any individual or firm who submits a Proposal in response to this RFP must be willing to make oral presentations related to contract-related activities at the request of the WRCOG Executive Committee or management.
- D. Compensation - The total value of this contract is undefined and contains the option of renewal at the discretion of WRCOG. The schedule of compensation will be mutually negotiated. The compensation plan will include payment based upon an assessment of the vendor's attainment of specific, measurable outcomes or "performance benchmarks," which will be mutually developed between WRCOG and the selected Proposer(s).

16. WRCOG STANDARD PROFESSIONAL SERVICES AGREEMENT

The successful Proposer(s) will be required to sign WRCOG's standard Professional Services Agreement (PSA) in order to receive the contract award. Proposer(s) must identify in their Proposal any concerns or objections they would have with any of the PSA terms and conditions if selected for contract award. Proposer(s) shall propose alternative language for consideration in their Proposal. If WRCOG is unable to negotiate final contract Terms and Conditions that are acceptable to WRCOG, WRCOG reserves the right to award the contract to another Proposer. The agreement may be viewed on WRCOG's website at <http://www.wrcog.us/DocumentCenter/View/334/WRCOG-Professional-Services-Agreement-PDF?bidId>.

17. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

Though no DBE goal is set for this Project, WRCOG encourages participation from small and Disadvantaged Business Enterprises.

Attachment A: Scoring Criteria

GIS Assistance for Housing Element Updates (WRCOG Jurisdictions)

Evaluation Criteria	Max. Possible Points
<u>TECHNICAL APPROACH</u> • Tasks & approach clearly described • Creative/innovative approach • Project intent has been met	30
<u>CONSULTANT FIRMS</u> <u>Prime Consultant</u> • Familiar with regional and local issues • Experience with similar projects of the same size and scope <u>Sub-Consultants (if any)</u> • Each sub provides unique service(s) to the team • Subs are fully capable of performing their tasks	30
<u>PROJECT MANAGEMENT</u> • Qualifications of key individuals • Time commitment of key individuals	20
<u>PROJECT COSTS</u> • Realistic cost for services to be performed	20
<u>REFERENCES</u> • Similar projects completed on time and within budget	Pass / Fail
TOTAL	100



Western Riverside Council of Governments Executive Committee

Staff Report

Subject: Cal Cities Activities Update
Contact: Erin Sasse, Regional Public Affairs Manager, Cal Cities, esasse@cacities.org, (951) 321-0771
Date: August 2, 2021

Requested Action(s):

1. Receive and file.
-

Purpose:

The purpose of this item is to provide an update of activities undertaken by Cal Cities.

Background:

This item is reserved for a presentation by Erin Sasse, Regional Public Affairs Manager for Cal Cities.

Prior Action(s):

July 15, 2021: The Technical Advisory Committee received and filed.

Fiscal Impact:

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

Attachment(s):

None.



Western Riverside Council of Governments Executive Committee

Staff Report

Subject: SAWPA OWOW Grant Funding Opportunity
Contact: Ian Achimore, Senior Watershed Manager, iachimore@sawpa.org, (951) 354-4233
Date: August 2, 2021

Requested Action(s):

1. Receive and file.

Purpose:

The purpose of this item is to provide information on the Santa Ana Watershed Project Authority's (SAWPA) One Water One Watershed (OWOW) grant opportunity.

Background:

This item is reserved for a presentation by staff from the SAWPA.

California Proposition 1, passed in 2014, provides grant funding to 12 Integrated Regional Water Management (IRWM) "funding areas" and 48 sub-areas, known as IRWM regions across the state. The OWOW Program facilitated by SAWPA represents one of those funding areas and regions — the Santa Ana River Watershed. Through Proposition 1, Round 2 IRWM funding includes \$25.7 million in grant funding for projects through the OWOW Program.

There is also a specific funding designation, a total of approximately \$4.1 million of the \$25.7 million, for areas within the Santa Ana River Watershed that are deemed "disadvantaged." Projects are eligible for this funding if they directly benefit areas that meet the definition described in California Water Code Section 79505.5(a): "A community with an annual median household income that is less than 80 percent of the statewide annual median household income."

The application period for Round 2 funding will likely open between October 2021 and January 2022. Major project eligibility criteria includes:

- Responding to climate change
- Contributing to regional water self-reliance
- Including multiple and quantifiable benefits

- Having a useful life of at least 15 years

Entities eligible to apply for funding (including the disadvantaged community-specific funding) are:

- Public agencies
- Non-profit organizations
- Public utilities
- Federally recognized Indian Tribes
- California State Indian Tribes listed on the Native American Heritage Commission's California Tribal Consultation List
- Mutual water companies

More information about the funding process is available at <https://sawpa.org/owow/future-funding-opportunities/>.

Prior Action(s):

July 15, 2021: The Technical Advisory Committee received and filed.

Fiscal Impact:

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

Attachment(s):

None.



Western Riverside Council of Governments Executive Committee

Staff Report

Subject: Updates to Various Agency Policies and Procedures
Contact: Princess L. Hester, Administrative Services Director, phester@wrcog.us, (951) 405-6704
Date: August 2, 2021

Requested Action(s):

1. Approve the updates to the various Agency Policies and Procedures.
-

Purpose:

The purpose of this item is to request that the Executive Committee approve updates to various WRCOG Policies and Procedures.

Background:

WRCOG last updated its Personnel Policies and Procedures on June 3, 2019. Staff performed a complete comprehensive review of existing administrative policies and associated documents. Updates to the attached policies are non-substantive and include the latest regulations, align with current systems and structures, and to ensure compliance with governmental best practices.

Personnel Policies and Procedures

Due to an administrative reorganization and the effects of COVID-19, in coordination with WRCOG's legal counsel, Best Best & Krieger, it is necessary to update the Agency's Personnel Policies and Procedures to ensure compliance with all applicable laws and regulations.

Procurement Policy

WRCOG's Procurement Policy is being updated to ensure uniform procedures for acquiring materials, supplies, and equipment while being considerate of the costs and impacts related to purchases. The updated Policy standardizes contracting authority, contract duration, and environmentally preferable and friendly purchasing practices.

Request for Proposal Issuance Policy

The Request for Proposal (RFP) Issuance Policy is being updated and will serve as a guideline for WRCOG when issues a RFP for professional services in support of WRCOG programs. The updated Policy outlines the process for issuing RFPs, dollar limits, and the scoring criteria to ensure consistent practices are followed.

Device Management Agreement

As a result of the COVID-19 pandemic, employees were issued electronic devices and equipment allowing connection to WRCOG's systems for remote working. To protect the integrity of the confidential business data that resides within WRCOG's technology infrastructure, employees will be required to sign and acknowledge a Device Management Agreement. The Agreement defines standards, procedures, and restrictions for all employees with business uses for electronic devices and equipment issued by WRCOG.

The Agreement was presented to the Administration & Finance Committee on July 14, 2021. That Committee requested changes to the language requiring staff to submit all applicable passwords to WRCOG upon request. Staff, in consultation with legal counsel, revised the language to identify that WRCOG authorized IT staff through its security system will manage passwords and monitor systems to enforce policies.

Policies and Procedures are related to all areas of WRCOG's Economic Development and Sustainability Framework.

Prior Action(s):

July 14, 2021: The Administration & Finance Committee, with a request to amend the WRCOG Device Management Agreement, recommended that the Executive Committee approve updates to various Agency Policies and Procedures.

June 3, 2019: The Executive Committee approved updates to WRCOG's Personnel Policies and Procedures.

Fiscal Impact:

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

Attachment(s):

[Attachment 1 - WRCOG Personnel Policies and Procedures](#)

[Attachment 2 - WRCOG - Procurement Policy 080221](#)

[Attachment 3 - WRCOG RFP Policy 080221](#)

[Attachment 4 - WRCOG Device Management Agreement](#)



WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS

PERSONNEL POLICIES AND PROCEDURES

REVISED

August 2, 2021

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I. WRCOG BACKGROUND

Western Riverside Council of Governments (“WRCOG”) was formed in 1991 as a joint powers authority, and now consists of 18 cities in the Western portion of Riverside County, the County of Riverside, the Eastern Municipal Water District, Western Municipal Water District, and the Riverside County Superintendent of Schools as members. WRCOG serves as a forum to discuss and plan strategies to cope with the tremendous growth occurring, and forecast to occur, in the region. The Western Riverside area is defined as all the unincorporated and incorporated areas of Riverside County westerly of and including the City of Banning and bounded by San Diego County to the south, San Bernardino County to the north, and Orange County to the west.

WRCOG is governed by a General Assembly with voting membership consisting of elected officials from its member agencies. The General Assembly meets annually. The joint powers agreement also established an Executive Committee composed of elected officials from each member city, four County Supervisors, a board member from each of Eastern Municipal Water District and Western Municipal Water District’s. The Riverside County Superintendent of Schools also sits on the Executive Committee but only in an ex-officio, advisory capacity with no voting privileges. The Executive Committee exercises the powers of the joint powers agreement between sessions of the General Assembly. The agreement further provides for the position of an Executive Director who is designated to be the Chief Administrative Officer of the Administration & Finance Committee acting on behalf of the Executive Committee. The powers and duties of the Executive Director are subject to the authority of the Executive Committee and in pertinent part these duties include: to appoint, direct, and remove employees of WRCOG; and to serve as Secretary of WRCOG and of the Executive Committee.

WRCOG has adopted implementing Bylaws that assign the powers and functions to the Executive Committee, including selection and employment of an Executive Director who has administrative supervision over all other employees of WRCOG. The Executive Committee is called upon to establish personnel policies and procedures and provide for compensation of WRCOG staff.

II. GENERAL PROVISIONS

A. Purpose

The purpose of this Personnel Policies and Procedures Manual (Manual) is to (1) act as a compendium of established personnel rules and regulations; (2) guide the Executive Committee and Executive Director in the management of employees of WRCOG; and (3) promote fair and effective communication between WRCOG and staff regarding the terms and conditions of employment.

B. Policies Repealed

In the event that the terms and provisions of this Manual are inconsistent or in conflict with the terms and provisions of any prior WRCOG Personnel Policies and Procedures, resolutions, or rules and regulations governing the same subject, the terms of this Manual are to prevail and such inconsistent or conflicting provisions or prior resolutions, rules and regulations are hereby superseded and/or repealed.

C. Term of Personnel Manual

This Manual takes effect immediately after adoption by the Executive Committee, and remains in effect unless repealed, in whole or part, by WRCOG. Immediate notice is to be provided to employees of actual changes to terms and conditions of employment or other personnel policies and procedures. WRCOG may, in its sole discretion, add to, delete, or otherwise modify these policies and procedures with such notice.

D. Distribution of Personnel Policies

This Manual will be available to all employees for review through the Human Resources office and will be electronically transmitted to all employees. Some specific policies may be reprinted individually and distributed to employees to call attention to the information provided.

Adoption and amendment of these policies and procedures for unrepresented employees is not subject to the “Meyers–Milius–Brown Act” for purposes of meeting and conferring regarding wages, hours, and other terms and conditions of employment.

E. Right to Revise

WRCOG reserves the right to revise, modify, delete, or add to any and all policies, procedures, work rules, or benefits stated in this Manual, or any other document. Any such changes will be in writing and their adoption must be attested to by the Executive Director, acting as Secretary of WRCOG and the Executive Committee.

The provisions of this Manual set forth the entire agreement between employees of WRCOG as to the duration of employment and the circumstances under which employment may be terminated. Nothing in this Manual, or other personnel documents, including benefit plan descriptions, creates or is intended to create a promise or representation of continued employment for any employee.

III. FAIR EMPLOYMENT STANDARDS

A. Equal Employment Opportunity

WRCOG is committed to providing equal opportunity in all its employment practices in compliance with all applicable laws. This commitment applies to all persons involved in WRCOG administration and prohibits unlawful discrimination by any employee of WRCOG, including supervisors and co-workers, on the basis of race (including traits associated with race, such as hair texture and protective hairstyles), color, religion, religious creed (including religious dress and religious grooming), sex (including pregnancy, perceived pregnancy, childbirth, breastfeeding, or related medical conditions), gender, gender identity (including transgender identity), gender expression (including transgender expression), because an individual has transitioned, is transitioning, or is perceived to be transitioning (to live as the gender with which they identify), sex stereotype, sexual orientation, national origin, ancestry, citizenship, age (40 years and older), physical or mental disability (including HIV and AIDS), legally protected medical condition or information (including genetic information), protected medical leaves or medical leave status, military caregiver status, military and/or veteran status, service, or obligation, marital status, domestic partner status, status as a victim of domestic violence, sexual assault, stalking, or crime, enrollment in a public assistance program, or holding or presenting a driver's license issued under section 12801.9 of the Vehicle Code, or any other basis protected by local, state, or federal laws. This policy applies to all areas of employment including, but not limited to, recruitment, hiring, training, promotion, compensation, benefits, transfer, disciplinary action, social and recreational programs, layoff, recall, and termination.

WRCOG will make reasonable accommodations that are necessary to comply with state and federal disability discrimination laws. This means that WRCOG will make reasonable accommodations for the known physical or mental disability or known medical condition of an otherwise qualified individual who is an applicant or an employee unless undue hardship would result.

Any applicant or employee requiring an accommodation to perform the essential functions of the job should contact the Executive Director, or his/her designee, and request such an accommodation. Thereafter, WRCOG will conduct an interactive process meeting with the disabled applicant or employee to determine effective reasonable accommodations, if any, that can be made to assist them to perform the essential functions of the position they seek or occupy.

B. Policy against Harassment

WRCOG is committed to providing a workplace free of unlawful harassment. In accordance with applicable law, WRCOG prohibits harassment based on sex (including pregnancy, perceived pregnancy, childbirth, breastfeeding, or related medical conditions, gender identity, gender expression, sex stereotype, sexual orientation, gender and transgender) and harassment on the basis of race (including traits associated with race, such as hair texture and protective hairstyles), color, religion, religious creed (including religious dress and religious

grooming), national origin, ancestry, citizenship, age, physical or mental disability, legally protected medical condition, genetic information, family care or medical leave status, military caregiver status, military status, veteran status, marital status, domestic partner status, status as a victim of domestic violence, sexual assault, stalking, or crime, enrollment in a public assistance program, or any other basis protected by local, state, or federal laws. All such harassment is unlawful and will not be tolerated, whether it be harassment of employees, applicants, interns, persons providing services pursuant to a contract or volunteers by managers, supervisors, co-workers, or non-employees with whom WRCOG has a business, service or professional relationship, such as vendors and clients. Similarly, WRCOG will not tolerate harassment by its employees of non-employees with whom WRCOG has a business, service or professional relationship, like vendors and clients.

Sexual Harassment

Sexual harassment (including pregnancy, perceived pregnancy, childbirth, breastfeeding, or related medical conditions, gender identity, gender expression, sex stereotype, sexual orientation, gender and transgender harassment) is defined as unwanted sexual advances, or visual, written, verbal or physical conduct of a sexual nature that creates an intimidating, offensive, or hostile working environment or that interferes with an employee's work performance. Such conduct constitutes harassment when (1) submission to the conduct is made either an explicit or implicit condition of employment or promotion; (2) submission or rejection of the conduct is used as the basis for an employment decision; or (3) the unwelcomed comments or conduct based on sex unreasonably interferes with an employee's work performance or creates an intimidating, hostile, or offensive work environment.

Sexual harassment includes many forms of offensive behavior. It can also include gender-based harassment of a person of the same sex as the harasser, gender identity, gender expression, or sexual orientation. Furthermore, sexually harassing conduct need not be motivated by sexual desire. The following is a partial list of violations:

- Unwanted sexual advances, propositions or requests for sexual favors.
- Offering employment benefits in exchange for sexual favors.
- Making or threatening reprisals after a negative response to sexual advances.
- Visual conduct: leering, making sexual gestures, displaying of suggestive objects, posters, photographs, cartoons, or drawings.
- Verbal conduct: making or using derogatory comments, epithets, slurs, jokes, verbal abuse of a sexual nature, graphic verbal commentaries about an individual's body, sexually degrading words used to describe an individual, foul or obscene language, conversation containing sexual comments.
- Written conduct: suggestive or obscene letters, emails, drawings, notes or invitations.

- Physical conduct: unwanted touching, assault, impeding or blocking movements, and violating someone's "personal space."
- Retaliation for reporting harassment or threatening to report harassment.

Other Types of Harassment

Harassment can take many forms beyond sexual harassment. Harassment on the basis of race (including traits associated with race), color, religion, religious creed (including religious dress and religious grooming), national origin, ancestry, citizenship, age, physical or mental disability, legally protected medical condition or information (including genetic information), family care or medical leave status, military caregiver status, military status, veteran status, marital status, domestic partner status, status as a victim of domestic violence, sexual assault or stalking, enrollment in a public assistance program, or any other basis protected by local, state, or federal laws, is also prohibited and will not be tolerated by WRCOG. Such harassment includes but is not limited to the following when based upon an employee's protected status as noted above:

- Verbal conduct such as making or using derogatory comments, epithets, slurs, jokes, or verbal abuse.
- Visual conduct such as gestures and displaying of objects, posters, photographs, cartoons, or drawings.
- Written conduct such as suggestive or obscene letters, emails, drawings, notes or invitations.
- Physical conduct such as assault, unwanted touching, or blocking normal movement, or violating someone's "personal space."
- Retaliation for reporting harassment or threatening to report harassment.

C. Policy against Retaliation

State and federal law and WRCOG prohibit retaliation against any employee for making a good faith complaint of discrimination or harassment or for cooperating, assisting, testifying, or participating in any of the discrimination or harassment Internal or External Complaint Procedures below. Claims of retaliation are taken seriously and are subject to the same Internal and External Complaint Procedures below.

D. Internal Complaint Procedure

WRCOG's complaint procedure provides for an immediate, thorough, objective and confidential investigation of any claim of unlawful or prohibited discrimination, harassment and/or retaliation, appropriate disciplinary action against one found to have engaged in prohibited discrimination, harassment and/or retaliation, and appropriate remedies for any victim of discrimination, harassment and/or retaliation.

If you believe you have been discriminated against, harassed and/or retaliated

against on the job, or if you are aware of the discrimination, harassment and/or retaliation of others, you must provide a written, email-typed, or verbal complaint to your supervisor or to any other WRCOG supervisor, Human Resources Office, or to the Executive Director as soon as possible. You are not required to complain to any individual who is the one discriminating against or harassing and/or retaliating against you, nor do you have to complain directly to your immediate supervisor. Instead, as indicated, you may report discrimination, harassment and/or retaliation to any other member of management, including but not limited to the Executive Director. Your complaint should be as detailed as possible, including the names of individuals involved, the names of any witnesses, direct quotations when language is relevant, and any documentary evidence (notes, pictures, text messages, social media, emails, etcetera).

WRCOG will maintain confidentiality to the extent possible. Any supervisor who is informed of a complaint of discrimination, harassment and/or retaliation by an employee, or any other individual, must report said complaint to the Executive Director immediately and must otherwise keep the matter confidential. The Executive Director must also keep the matter confidential and not disclose the matter to any person who is not involved in the investigation or does not have legitimate work-related reasons for knowing of the complaint. Any supervisor or member of management who fails to comply with this paragraph will be subject to disciplinary action, up to and including termination of employment.

All incidents of prohibited discrimination, harassment and/or retaliation that are reported will be subject to an impartial, fair, timely and thorough investigation by either a management representative qualified to perform the investigation or an outside investigator, depending on the circumstances. The investigation will provide all parties appropriate due process and will reach reasonable conclusions based on the evidence collected. WRCOG will document the timely, thorough, and objective investigation of the discrimination, harassment and/or retaliation allegations to ensure reasonable progress is being made in the investigation. WRCOG will inform the employee who initiated the complaint of the progress of the investigation upon request of that employee.

E. Corrective Action

At the conclusion of the timely investigation, if it is determined that prohibited discrimination, harassment, and/or retaliation has occurred, WRCOG will take immediate and effective remedial action commensurate with the circumstances. Corrective action may include, for example: training, referral to counseling, or disciplinary action including but not limited to verbal or written warning, suspension, transfer, demotion, reclassifying, and termination of employment, depending on the circumstances.

The employee who initiated the complaint will be notified when the investigation has been completed and will be informed of the general outcome of the investigation, i.e., whether the complaint has been substantiated or unsubstantiated. However, the employee is not entitled to know the corrective

action, if any, imposed on the accused, as that information is protected by the accused's right to privacy. Appropriate action will be taken to ensure the employee who has been found to have been discriminated against, harassed and/or retaliated against will not be discriminated against, harassed and/or retaliated against in the future, including but not limited to redistribution of this Policy, training, transfer, etc.

F. External Complaint Procedure

In addition to WRCOG's internal complaint procedure, employees who believe that they have been unlawfully discriminated, harassed and/or retaliated against may file a complaint with the federal Equal Employment Opportunity Commission (EEOC), and/or the California Department of Fair Employment and Housing (DFEH).

Contact information for the DFEH can be obtained at www.dfeh.ca.gov. Contact information for the EEOC can be obtained at www.eeoc.gov.

IV. AT-WILL EMPLOYMENT STATUS

Regular employees hired or reclassified from temporary or casual employee status to regular employee status on or after March 1, 2012, or who have completed their probationary period of employment on or after March 1, 2012, irrespective of when first hired, and temporary and casual employees, whenever hired, are employed on an at-will basis. Employment at-will may be terminated at any time by the employee or WRCOG with or without cause, with or without notice, and without right of appeal or hearing. Nothing in these Personnel Policies and Procedures should be interpreted to limit the right of an employee or WRCOG to terminate at-will employment. By way of example, and not limitation, discipline for cause, notice, response and appeal or hearing rights provided in the Employee Standards of Discipline and Conduct section or elsewhere in these Policies and Procedures shall not apply to at-will employees. No manager, supervisor, or employee of WRCOG has any authority to enter into an agreement for employment for any specified period of time or to make an agreement which limits or alters at-will employment status. Only the Executive Director has the authority to make any such agreement, which is binding only if it is in writing.

V. EMPLOYMENT POLICIES AND PRACTICES

A. Recruitment, Selection and Placement

Vacancies

When a permanent vacancy occurs in an authorized position, the supervisor may recommend that the vacant position be filled with an existing WRCOG employee who is qualified for the position and is willing to accept the employment change. The Executive Director will make a determination whether the vacant position may be filled by an existing WRCOG employee or fill the position through internal or external recruitment. The Executive Director may determine that it is in WRCOG's best interest to leave the position vacant. This paragraph is not to be construed to limit in any way the Executive Director's responsibility to hire the most qualified person available to fill any vacancy.

Salary Placement of New Employees

New employees of WRCOG are generally hired at the minimum salary range for the position. In the event a potential employee possesses extraordinary skill, training or ability, or where exceptional recruitment difficulties are encountered, the Executive Director has discretion to authorize employment offers at a higher rate than indicated in the job announcement, subject to the budget constraints.

Disqualification

The Executive Director may disqualify an applicant or refuse to consider any person for employment for any legal reason, including but not limited to the following reasons:

- The applicant does not possess the necessary qualifications established for the position.
- The applicant has practiced or attempted to practice any deception, fraud or omission of material fact in the application or interview, or in securing eligibility for employment.

Offer of Employment

Offers of employment will be extended to selected candidates only at the direction of the Executive Director (or his/her designee). Employment offers for all positions must be made in writing and are to include starting wage on an hourly, weekly, or monthly basis. In no event shall an employment offer be made in terms of annual salary or otherwise imply a yearly contract.

Keys and Security Cards

Keys to WRCOG facilities and related security access cards will be issued only to those employees designated by the Executive Director. Keys and security access cards are the property of WRCOG administration and must be surrendered to WRCOG upon termination of employment. Employees are required to immediately report lost or stolen keys and related security cards to the Human Resources office.

B. Promotional Probationary Period for Employees Hired Prior To March 1, 2012

All employees hired prior to March 1, 2012, that are promoted to another position in WRCOG will be probationary employees during the first six months or 1,040 regularly scheduled working hours (whichever occurs later) in the new position. Employees failing to perform satisfactorily in the newly assigned position may be rejected and returned to their former position or to a position requiring similar skill and in a similar pay grade without recourse or any appeal right. If no similar position is available, the employee will be terminated without recourse procedure or any appeal right. (Employees will be informed in writing of this possibility at the time of application for the promotional position.)

If the promotion is from the training level in a job classification series to the full working level, the employee will not be returned to the training level, but rather performance issues may be evaluated further. In this instance, the probationary period may be extended up to a second six months, if a Performance Improvement Plan is initiated. Prior to the end of any extended probationary period, the Executive Director, upon the advice of the probationary employee's immediate supervisor, will determine if the employee can function satisfactorily in the position, and may terminate the employee without recourse or any appeal right if he or she has not substantially completed the Performance Improvement Plan and met expectations.

At-will employees are not entitled to promotional probationary periods. All at-will employees promoted to another position in WRCOG will be required to sign an updated employment contract.

C. Job Duties

Upon hire or the assumption of any new position, a supervisor will explain the job tasks, responsibilities, and performance standards expected of the employee. The job tasks, responsibilities, and performance standards of any position may change at any time during an employee's employment. From time to time, employees may be asked to work on special projects or to assist with other work necessary or important to the operation of WRCOG. Employee cooperation and assistance in performing such additional work is expected.

The Executive Director reserves the right, at any time, with or without notice, to alter or change job responsibilities, reassign or transfer job positions, or assign additional job responsibilities for both Exempt and Non-Exempt Employees

Exempt Employees

Certain employees may be designated as "Exempt" from certain provisions of the Fair Labor Standards Act (FLSA). Exempt positions are those designated as Professional / Supervisory, Management, or Executive Management. These designations shall conform to the guidelines and criteria set forth in the FLSA pertaining thereto. Employees designated as Exempt are entitled to all benefits

provided to general employees, excluding payment of overtime.

Exempt employees will generally receive their full salaries for any week in which the employees perform work, unless deductions are otherwise authorized by law. Exempt employees are encouraged to direct any questions concerning their salary pay to the Human Resources office.

It is WRCOG's policy and practice to accurately compensate employees and to do so in compliance with all applicable state and federal laws. To ensure that Exempt employees are paid properly and that no improper deductions are made, Exempt employees must review your pay stubs promptly to identify and report all errors.

Exempt employees will be credited with 2.3 hours of administrative leave per pay period, up to a maximum of 60 hours. Once an employee has accrued 60 hours of administrative leave, no additional administrative leave will be accrued until administrative leave usage reduces the balance of administrative leave to below 60 hours. Accrued administrative leave from one fiscal year will transfer into the next fiscal year subject to the 60-hour cap.

Non-Exempt Employees

All employees other than those that are designated as Exempt will be considered non-Exempt and will be entitled to overtime pay.

WRCOG provides compensation for all overtime hours worked by non-Exempt employees in accordance with federal law. Only actual hours worked (i.e., not vacation time, sick leave, holidays) will be considered in determining whether an employee is entitled to overtime for any particular workweek.

It is the policy of WRCOG to avoid overtime work whenever possible. Overtime work is to be used only to supply essential member services or perform necessary duties during emergencies or where performance of overtime work by employees is more economical than adding new employees by creation of a new regular or temporary position. All overtime work must be previously authorized by a supervisor.

D. Categories of Employees

Regular Employees

The term "regular employee" includes employees except temporary or casual employees. Regular employees may be either full-time or part-time employees, depending upon the number of hours they work.

Regular employees hired before March 1, 2012, who have completed their probationary period of employment before March 1, 2012, are entitled to the notice, response, and appeal rights set forth in the Employee Standards of Discipline and Conduct section of these Policies and Procedures.

Regular employees hired or reclassified from temporary or casual to regular

employee status on or after March 1, 2012, or who completed their probationary period of employment on or after March 1, 2012, irrespective of when first hired, are at-will and are not entitled to the notice, response, and appeal rights set forth in the Employee Standards of Discipline and Conduct sections of these Policies and Procedures.

Full-Time Employees

Regular full-time employees are those who are scheduled for and do work 40 hours per week, work a 9/80, or work a 4/10 and are eligible for all benefits provided to WRCOG employees.

Part-Time Employees

Regular part-time employees are those who are scheduled for and do work fewer than 40 hours per week, but not fewer than 20 hours. Part-time employees are eligible for WRCOG benefits on a pro-rata basis, except retirement benefits under the California Public Employees' Retirement System (CalPERS) which are not provided unless the employee meets the statutory minimum hours requirement for eligibility for CalPERS benefits.

Temporary and Casual Employees

Temporary employees are employees hired for specific assignments and/or for specific and limited durations. They may work full-time or part-time, but the length of their employment is specified at the time of hire. Employees hired on a temporary basis are excluded from eligibility for all but statutorily required (e.g., State Disability Insurance) benefits. WRCOG retains the discretion to determine the period deemed temporary for the position hired, provided, however, that temporary employees must work less than 960 hours per fiscal year. WRCOG reserves the right to extend the duration of any temporary employment assignment. An extension of the duration of temporary employment does not create, imply, or grant any right to the employee to receive benefits during the extension, nor does it change the temporary nature of the employment. All temporary employment is at-will and may be terminated at any time with or without cause, without prior notice to the employee, and without right of appeal or hearing.

Casual employees are compensated on an hourly basis or per diem, as specified at the time of hire. Casual employees must work less than 960 hours in a fiscal year. Casual employees are not eligible for participation in any benefit program established by WRCOG, except as required by State and/or Federal Law. Casual employees are not eligible for merit or other pay increases and do not receive performance evaluations. Casual employment is at-will and may be terminated at any time with or without cause, without prior notice to the employee, and without right of appeal or hearing.

Inactive Status

Employees who are on any type of leave of absence, work-related or non-work-related, that exceeds four months will be placed on inactive status. During the time the employee is on inactive status, unless required by law, no benefits will accrue

or be earned, and seniority will not continue to accrue.

E. Work Schedules and Workweek

WRCOG employees generally work a 9/80 weekly schedule. Supervisors will assign individual work schedules to each employee. All employees are expected to be at their desks or workstations at the start of their scheduled day, ready to work. WRCOG reserves the right to modify work schedules as deemed necessary.

If an employee needs to change his or her work schedule, the employee must submit a written request to his or her supervisor. The supervisor will review the employee's request with the Executive Director and authorize a change if reasonably possible. Work schedule changes that interfere with normal operations, result in overtime pay, or are without sufficient reason (i.e., for the mere convenience of an employee), will not be approved.

A workweek is defined as beginning on Monday at 12:01 a.m. and ending on Sunday at midnight. For employees working a 9/80 weekly schedule, the workweek begins four hours after the scheduled start time of their shift on Friday and ends at one minute before that same time on the following Friday.

F. Telecommuting

The purpose of the Telecommuting Policy is to provide an additional alternative to the office workplace environment and to maintain WRCOG's employees' current excellent levels of output and performance.

Telecommuting or working from home pursuant to this Policy is a privilege. WRCOG is not obligated to approve telecommuting for any employee, and no employee is obligated to participate. Each arrangement may be terminated at any time and at will by the employee or the employee's immediate supervisor or the Executive Director. See Telecommuting Policy for more information.

G. Meal Periods and Rest Breaks

Meal Periods

Employees who work more than five hours in a workday are provided an unpaid, off-duty meal period of at least 30 minutes. If six hours of work will complete the day's work, you may voluntarily waive your meal period in writing. See Human Resources if you would like to sign and submit a form that waives your right to a meal period if you work no more than six hours in a day. Employees who work more than 10 hours in a day are entitled to a second unpaid, off-duty 30-minute meal period. If an employee works no more than 12 hours, the employee may waive his or her second meal period, but only if the first one was not waived in any manner. Any waiver of the second meal period must be in writing and submitted before the second meal period. See the Human Resources administrator if you would like to sign and submit a form that waives your right to a second meal period, as explained above. If you work more than 12 hours you may not waive and are required to take your second unpaid, off-duty 30-minute meal period.

Your supervisor is responsible for scheduling your meal period, but it should begin no later than the end of your fifth hour of work. For example, an employee who begins working at 8:00 a.m. must begin his or her meal period no later than 1:00 p.m. Employees are encouraged to and should take their meal periods. .

During your meal period, you are relieved of all duty and you should not work during this time. When taking your meal period, you should be completely off work for at least 30 minutes. Employees are prohibited from working "off the clock" during their meal period. Those employees who record their time manually must accurately record their meal periods by recording the beginning and end of each work period.

Rest Breaks

Non-Exempt employees who work 3 1/2 or more hours per day are provided one 10-minute rest break for every four hours or major fraction thereof worked. For purposes of this Policy, "major fraction" means any time greater than two hours. For example, if you work more than six hours, but no more than 10 hours in a workday, you are provided, and should take, two 10-minute rest breaks: one during the first half of your shift and a second rest break during the second half of your shift.

Your supervisor is responsible for scheduling your rest breaks, but they should be taken as close to the middle of each work period as is practical.

Employees are encouraged to take their rest breaks; they are not expected to and should not work during their rest breaks. Non-Exempt employees are paid for all rest break periods. Accordingly, you do not need to record your time when taking a rest break.

H. Timekeeping Requirements

All non-Exempt employees are required to record their time at the start and at the end of each work day, including before and after their lunch break.

Non-Exempt employees are required to record their time whenever they leave the building for any reason other than WRCOG business or as otherwise instructed by their supervisor.

Misreporting or altering a time record is prohibited and is subject to disciplinary action. Any errors on an employee's time sheet should be reported immediately to their supervisor. Managers must verify and approve timesheets at the end of each pay period, and make sure timesheets are completed and approved per the payroll schedule.

I. Biweekly Payments

All employees of WRCOG are paid every other Thursday through direct deposit to their financial institution or by check for work performed during the previous two-week pay period. If a regular payday falls on a holiday, employees will be paid on the last day worked before the holiday.

J. Pay for Mandatory Meetings / Training

WRCOG will pay non-Exempt employees for their attendance at mandatory meetings, lectures, and training programs. An employee who is required to attend such meetings, lectures, or training programs will be notified of the necessity for such attendance by his or her supervisor.

K. Compensatory Time-Off Policy

Accrual of compensatory time off is a restricted resource within WRCOG policies and utmost care should be utilized when authorization is given to staff for overtime work.

Non-Exempt employees may, in lieu of overtime pay, accumulate compensatory time off at the rate of 1 1/2 hours for every hour worked over 40 hours in a workweek (see definition above). Only actual hours worked will be considered in determining whether an employee has exceeded 40 hours in a workweek.

In order to receive compensatory time off in lieu of overtime pay, non-Exempt employees must make such request to their supervisor prior to the overtime work actually being performed.

No employee shall be allowed to accumulate more than 60 hours of compensatory time off. Non-Exempt employees who have accumulated 60 hours of compensatory time, and who subsequently work overtime hours, will receive overtime pay.

An employee with accumulated compensatory time will be permitted to use that time within a reasonable period after making a request unless using the compensatory time will unduly disrupt WRCOG operations. Requests for use of compensatory time should be directed to an employee's supervisor. All compensatory time that has been accumulated but not used will be paid out at the end of the fiscal year or grant cycle in accordance with applicable local, State and Federal laws.

As explained in more detail below, if an employee is on an approved medical leave under the FMLA or CFRA, the employee is required to substitute accrued compensatory time off for the unpaid leave.

L. Advances

WRCOG does not permit advances against paychecks or against un-accrued vacation.

M. Salary Review

Periodically, under the direction of the Executive Director, the salary ranges assigned to each administrative position within WRCOG will be reviewed. The Executive Director may use this information to make recommendations to the Executive Committee. The salary review and any related recommendation may consider the following:

- Existing position descriptions, salaries, benefit levels and number of authorized positions within WRCOG.
- Comparison of salaries paid by other employers, public and private to employees performing work similar to that performed by WRCOG employees.
- Review of inflation, changes in salary adjustments, and other measure of the economy.
- Other areas as the Executive Director deems appropriate.

Changes in the salary ranges, if any, shall be determined within the sole discretion of WRCOG.

N. Reports and Record Keeping

Personnel Files

The Human Resources office (or designee) is to maintain a personnel record for each employee of WRCOG, which record shall state the name and address of the employee, the position held by the employee, the work unit to which the employee is assigned, the employee's salary or hourly rate, all changes in employment status, and any such other information that may be required by law.

WRCOG is required by law to keep current all employees' names and addresses. Employees are responsible for notifying the Human Resources office in the event of a name or address change.

Employees shall be furnished a copy of any statement written for inclusion in the employee's personnel file concerning the employee's conduct or performance. An employee may prepare material for insertion in his/her personnel file in response or rebuttal to any derogatory material in the file.

Personnel Action Forms

A Personnel Action Form recording personnel action must be completed for each employee hired by WRCOG. The Form is to contain all employee information including benefit selection information. A copy of the completed Form is to be included in the employee's personnel file. The signature of the Executive Director, or the Deputy Executive Director (in his or her absence), is required on Personnel Action Forms as a result of an appointment, promotion, demotion, transfer and/or dismissal.

Personnel Records – Access

Employees have a right to inspect documents in their personnel file, as provided by law, in the presence of a WRCOG representative at a mutually convenient time,

but no later than 30 calendar days from the WRCOG receives a written request. Employees may also request a copy of their personnel files and records related to performance or any grievance concerning the employee. WRCOG shall restrict disclosure of an employee's personnel file to authorized individuals within WRCOG or its designated agents. Any request for information contained in personnel files must be directed to the Human Resources office. Only the Executive Director is authorized to release information about current or former employees. Personnel information will only be disclosed to outside sources as authorized by the employee, in response to requests from authorized law enforcement or local, state, or federal agencies conducting official investigations, or as otherwise legally required.

Employee References

All requests for references must be directed to the Human Resources office. No other manager, supervisor, or employee is authorized to release references for current or former employees unless so designated by the Executive Director. By policy, WRCOG discloses only the dates of employment and the title of the last position held by former employees.

O. Performance Evaluations

It is the administrative policy of WRCOG to evaluate employee performance on a regularly scheduled basis. Performance evaluations are normally conducted by the employee's immediate supervisor and must be discussed with the employee. The employee's immediate supervisor has the responsibility to carefully consider each item of the performance evaluation in relation to the duties outlined in the employee's position description.

Employee performance evaluations may review factors such as the quality and quantity of the work performed by the employee, knowledge of the job, initiative, work attitude, and attitude toward others. The performance evaluations are intended to make employees aware of their progress, areas for improvement, and objectives or goals for future work performance. Favorable performance evaluations do not guarantee increases in salary or promotions. Salary increases and promotions are solely within the discretion of the Executive Director and depend upon many factors in addition to performance. Employees will be asked to sign the completed performance evaluation report to acknowledge that it has been presented to them, that they have discussed it with their supervisor, and that they are aware of its contents. The performance evaluation report must be reviewed and signed by the Executive Director, either acting as the direct supervisor, or in acknowledgement and agreement with the assessment made by the immediate supervisor.

A performance evaluation must be completed six months after date of hire or reclassification from temporary or casual status for all new regular employees. The performance evaluation will be completed on an annual basis for all employees at or around the beginning of the fiscal year. For new employees, a performance evaluation must be completed immediately prior to the completion of their first

twelve months of employment.

It is the supervisor's responsibility to ensure that the performance evaluation is prepared and returned to the Executive Director consistent with the timeframes above.

It is the supervisor's responsibility to meet with supervised employees and ensure that performance evaluations are prepared completely and submitted to the Executive Director's office. The performance evaluation will be reviewed, and counter signed by the Executive Director if deemed acceptable.

P. Open-Door Policy

WRCOG welcomes suggestions for improving its administrative functions from new and continuing employees. At some time, employees may have a complaint, suggestion, or question about their job, working conditions, or the treatment they are receiving. Good-faith complaints, questions, and suggestions are all of concern to WRCOG management. These matters will receive serious and deserving consideration. Moreover, WRCOG encourages employees to submit these matters, positive or otherwise, without fear of retaliation. If the matter concerns working conditions or treatment, or other serious complaint, employees should take the following steps:

- Within a week of the occurrence of the matter, or as soon thereafter as is possible, employees should notify their immediate supervisor, who will review and provide a solution or explanation to the employee.
- If the matter persists, employees should, as soon as possible, present their complaint to the Executive Director or designee. The Executive Director or designee will attempt to reach a final resolution. Employees needing assistance with a written complaint should contact the Human Resources office for help.

WRCOG believes that this complaint resolution procedure is important to both employees and management of WRCOG for the resolution of employee matters. WRCOG cannot, however, guarantee that every employee's problem will have the outcome requested / desired by the employee.

Q. Employment of Elected Officials

To ensure efficiency in implementing the administrative management policies of WRCOG, it is necessary to address the employment of elected and appointed officers of WRCOG that serve on its Executive Committee. For the purpose of this Policy, any elected or appointed official cannot be hired as an employee by WRCOG unless that official has not served on WRCOG's Executive Committee for the past 12-months.

R. Employment of Relatives

To ensure efficiency in implementing the administrative management policies of WRCOG, it is necessary to restrict the employment of relatives of elected and

appointed officers of WRCOG and the relatives of WRCOG employees. For the purpose of this Policy, a relative is defined as a spouse, registered domestic partner, child, step-child, parent, step-parent, parent-in-law, legal guardian, sibling, sibling-in-law, step-sibling, aunt, uncle, niece, nephew, grandchild, or grandparent, regardless of his or her place of residence, or any other individual related by blood or marriage living within the same household as a WRCOG employee or persons having an equivalent relationship with the employee.

Therefore:

- Relatives of the Executive Director, WRCOG Legal Counsel, and elected officers of WRCOG will not be eligible for employment.
- Relatives of WRCOG-appointed Committee members will not be considered for employment by the Executive Director within the area of responsibility of such WRCOG-appointed Committee.
- Relatives of WRCOG employees will not be employed in the same work unit of WRCOG when such employment would be detrimental to the supervision, safety, security or morale of the work unit or WRCOG, as determined by the Executive Director, nor will any employee be placed in a position which exercises supervisory authority over a relative.
- In no event is an employee to participate directly or indirectly in the recruitment or selection process for a position in which an employee's relative has filed an employment application.
- With regard to spouses or registered domestic partners, WRCOG may refuse to place one spouse or registered domestic partner under the direct supervision of the other spouse or registered domestic partner, or in the same department, division or facility, for business reasons, including but not limited to supervision, safety, security or morale, and/or to avoid conflicts of interest. If co-employees marry or become registered domestic partners, WRCOG will attempt to make reasonable efforts to assign job duties so as to minimize problems of supervision, safety, security, and morale.

S. Conflicts of Interest

All employees are required to avoid situations involving actual or potential conflicts of interest. An actual and/or potential conflict of interest exists when personal involvement with a member agency employee, appointed or elected official, or subordinate employee of WRCOG impairs an employee's ability to exercise good judgment on behalf of WRCOG. Supervisor-subordinate personal relationships also create conflicts of interest because such relationships can lead to supervisory problems, possible claims of sexual harassment, and morale problems.

An employee involved in any such relationship is required to disclose the relevant circumstances to his or her immediate supervisor, or any other appropriate supervisor, for a determination about whether a potential or actual conflict exists. If an actual or potential conflict is determined to exist, the Executive Director may take whatever corrective action he or she deems appropriate under the circumstances. Failure of employee(s) to appropriately disclose facts regarding

potential conflicts of interest is grounds for disciplinary action.

T. Changes in Employment Positions

Layoff Policy and Procedure

a. Reductions in Force.

Under some circumstances, the Executive Director may need to restructure or reduce the administrative workforce. If restructuring the administrative operations or reducing the number of employees becomes necessary, the Executive Director will attempt to provide advance notice, if possible, of the nature of the restructure or layoff.

b. Layoffs.

In determining which employees will be subject to layoff, the Executive Director will take into account, among other things, operational requirements, the skill, productivity, ability, and past performance of those involved, and also, when feasible, the employee's length of service. However, the order of the layoff is within the sole discretion of the Executive Director.

c. Reemployment after Layoff.

Regular and probationary employees laid off or demoted in lieu of layoff may be reemployed at the sole discretion of the Executive Director.

Promotion

It is the administrative policy of WRCOG management to fill vacancies in authorized positions with the most qualified individual available and to provide promotional opportunities for qualified employees. For purposes of this Policy, promotion is defined as movement to a higher position in the salary schedule. Employees interested in promotion to a vacant position for which they are qualified must submit an employment application to the Human Resources office, if a recruitment is being conducted for the position.

Employees promoted to a new position are placed within the salary range which represents approximately a five percent increase in the employee's current salary unless otherwise authorized by the Executive Director

Promotional offers are extended to successful candidates only by the Executive Director. Employment offers for all promotional positions will be made in accordance with procedures specified by the Executive Director.

Reclassification

The Executive Director may approve a reclassification of a non-vacant position(s) if it is determined that an employee's duties do not meet the current job description. A reclassification involves the classification of an existing position(s) into a new job title / category and/or pay grade due to a significant change in job content. This reclassification must be based on more than an increase / decrease in work volume or the addition / deletion of minor duties. A reclassification may result in the placement of a position in a higher, lower, or the same pay grade.

a. Reclassification Procedure. Supervisors seeking the reclassification of a non-

vacant position or positions must complete a Reclassification Request Form and submit it to the Executive Director (or his or her designee) and Human Resources.

Such request must include:

1. Identification of the position(s) proposed for reclassification, including the current salary range of the position(s).
2. Identification of the position title and salary range that the position or positions are proposed to be reclassified to.
3. A written justification for the requested reclassification including discussion of the specific job duties, comparison of those duties to the new position title, and an existing or proposed organization chart that conveys where the new position fits within the unit / department / agency.
4. Copies of the current and proposed job description for the position(s) being re-classified.

Demotion

The Executive Director may demote an employee whose performance of required duties fall below standard or for disciplinary purposes. An employee otherwise eligible for a demotion may be terminated if he or she does not possess the desirable qualifications for the position. Employees demoted shall have their salary adjusted consistent with the position to which they are demoted.

Suspension

The Executive Director may suspend an employee from a position at any time for a disciplinary purpose.

Reinstatement

Employees who have resigned from WRCOG employment may be eligible for reinstatement to their former position or to a position which requires similar skill and is in a similar pay grade providing all of the following criteria are met:

- b. There is a vacancy in the position for which the employee seeks reinstatement.
- c. The request for reinstatement is received within six months from the date the employee resigned.
- d. Performance evaluations at the time of resignation were satisfactory.
- e. The former employee provided at least two weeks' notice upon resignation.
- f. The Executive Director approves the reinstatement request and the appointment.

Former employees do not have a right to reinstatement. Reinstatement is at the sole discretion of the Executive Director. WRCOG administrative management reserves the right to consider the restoration of salary, seniority, and other employee benefits on an individual basis and at the sole discretion of the Executive Director. Employees reinstated on or after March 1, 2012, shall be at-will.

Termination

WRCOG may discharge non-at-will regular employees (those regular employees hired before March 1, 2012) for disciplinary matters including, but not limited to, prohibited conduct. Any employee released from duty will forfeit all employee benefits except benefits accrued under CalPERS and benefits to which the employee is statutorily entitled.

At-will employees (those employees hired on or after March 1, 2012, as well as Temporary and Casual employees) do not serve a probationary period and may be terminated at any time with or without cause, without prior notice, and without right of appeal or hearing.

Voluntary Termination

Voluntary termination results when an employee voluntarily resigns his or her employment at WRCOG or fails to report to work for three consecutively scheduled workdays without notice provided to, or approval by, his or her supervisor. The use of protected sick leave will not be considered in determining whether an employee has voluntarily terminated for failure to report to work.

Employees wishing to voluntarily terminate employment with WRCOG are requested to provide a minimum of two weeks written notice to their immediate supervisor. The written notice is to be considered accepted by Executive Director immediately upon submission by the employee and will be forwarded for processing. Requests to revoke a resignation may be granted or denied at the sole discretion of the Executive Director. Any employee failing to provide a minimum of two weeks written notice is ineligible for consideration for future employment with WRCOG.

Death of Employee

Upon the death of a WRCOG employee, all earned wages and benefits due shall be paid in accordance with the laws of the State of California.

U. Return of Property at Separation

All WRCOG-owned property, including vehicles, computer equipment, cellular phones, keys, identification badges, and credit cards must be returned immediately upon separation of employment.

VI. STANDARDS OF DISCIPLINE AND CONDUCT

A. Employee Discipline

General Disciplinary Standards

The Executive Director has the right to demote, dismiss, reduce in pay, or suspend without pay any employee for engaging in any of the prohibited conduct indicated herein or for any other reason, including but not limited to engaging in behavior that threatens security, personal safety, employee welfare and/or WRCOG administrative operations.

Disciplinary action may range from informal conversations to termination, depending on the nature of the conduct at issue. The Executive Director is not, however, obligated to first initiate informal actions before taking formal action, nor is the Executive Director obligated to initiate any disciplinary action in any particular order at all. Disciplinary actions may include the following informal and formal actions, at the discretion of the Executive Director:

Counseling: The employee may engage in an informal discussion to review standards, to evaluate strengths and weaknesses, or to offer suggestions or remedies for performance or to address specific issues.

Reprimand: The employee may be given an oral warning to improve performance and/or behavior, or a written notice that indicates that further disciplinary action may be taken unless performance or behavior improves.

Suspension: The employee may be placed on unpaid suspension.

Demotion: An employee may be assigned to a lower paying position.

Termination: The employee may be removed from WRCOG service.

Discipline of Non-At-Will Employees

The Executive Director must follow the appropriate disciplinary procedures in cases where the contemplated disciplinary action involves a non-at-will employee's rights. In such instances, before a final disciplinary action is taken, the following steps will be taken:

Notice of Proposed Action: A written notice of the proposed disciplinary action will be delivered to the employee by the Executive Director or designee.

Conduct Necessitating the Proposed Action: The written notice will include a description of the prohibited conduct or other behavior that gave rise to the proposed disciplinary action.

Materials Supporting Proposed Action: The employee will be given a copy of, or be provided access to, written materials, reports and documents, if any, upon which the action is based.

Right to Respond: The employee has the right to respond to any notice of proposed disciplinary action within five working days, unless such period of time is extended by the Executive Director. Such response can be made by the employee in person or through a representative. The response can be a) oral, b) written or, c) both, and must be submitted to the Executive Director.

Notice of Determination: The Executive Director will notify the employee by written notice of: a) the discipline; b) the original allegation(s); c) the determination as to the charges; d) the level of disciplinary action to be received; and e) any applicable final admonition(s). The Executive Director will similarly notify the employee if no disciplinary action will be taken. Except where the employee has the right to appeal, the determination of the Executive Director shall be final.

Appeal: In the case of a reduction in pay, suspension without pay in excess of five days, demotion, or termination, the employee may appeal the disciplinary action imposed by the Executive Director to the Administration & Finance Committee or its designee. The appeal procedure shall be determined by the Administration & Finance Committee or designee in accordance with applicable law.

Representation

Any time that an employee is to be disciplined or interviewed regarding a matter in which there is reason to believe that the employee may be disciplined, he or she will have the right to representation. It is the employee's responsibility to request that representation be present, and failure to so request will constitute a waiver of representation at that stage.

The Executive Director or designee has the authority to place any employee on paid administrative leave when, in his or her belief, doing so is in the best interests of WRCOG.

B. Prohibited Conduct

The following conduct is prohibited and will not be tolerated by WRCOG. This list of prohibited conduct is illustrative only. Other types of conduct not appearing on this list that threatens security, personal safety, employee welfare and WRCOG administrative operations also may be prohibited. All such conduct is grounds for disciplinary action.

- Falsifying employment records, employment information, or other WRCOG records.
- Falsifying work time records, either your own or another employee's.
- Theft and/or deliberate or careless damage or destruction of any WRCOG property, or the property of any employee or member agency.
- Removing or borrowing WRCOG property without prior authorization.
- Unauthorized use of WRCOG equipment (time, materials, or facilities).
- Provoking a fight or fighting during working hours or on WRCOG property.
- Participating in horseplay or practical jokes on WRCOG time or on WRCOG premises.

- Carrying firearms or any other dangerous weapons on WRCOG premises at any time.
- Engaging in criminal conduct related to job performance or otherwise having an adverse impact on WRCOG.
- Causing, creating, or participating in a disruption of any kind during working hours on WRCOG property.
- Insubordination, including, but not limited to, failure or refusal to obey the orders or instructions of a supervisor or member of management, or the use of abusive or threatening language toward a supervisor or member of management.
- Inappropriate use of e-mail or other electronic media.
- Using abusive language at any time on WRCOG premises.
- Failing to notify a supervisor when unable to report to work.
- Failing to obtain permission to leave work for any reason during normal working hours.
- Failing to observe working schedules, including rest and lunch periods.
- Sleeping or malingering on the job.
- Making or accepting personal telephone calls of such length or quantity as to interfere with the quality or quantity of work performed or to create a disruptive work environment for others, whether WRCOG or personal telephone equipment is used, except in cases of emergency.
- Working overtime without authorization or refusing to work assigned overtime.
- Wearing unprofessional or inappropriate styles of dress or hair while working.
- Violating any safety, health, security or WRCOG policy, rule, or procedure.
- Possessing, selling, and/or being under the influence of alcohol, illegal drugs or marijuana while on WRCOG premises or conducting WRCOG business offsite.
- Committing a fraudulent act or a breach of trust under any circumstances.
- Committing or participating in any act of harassment, discrimination, or retaliation of another individual.
- Discourteous treatment of the public or other employees.

C. Off-Duty Conduct

While WRCOG does not seek to interfere with the off-duty and personal conduct of its employees, it discourages certain types of off-duty conduct that may interfere with WRCOG's legitimate business interests. For this reason, employees are expected to conduct their personal affairs in a manner that does not adversely affect WRCOG. Illegal off-duty conduct by an employee that adversely affects WRCOG's legitimate business interests or the employee's ability to perform his or her job will not be tolerated.

While employed by WRCOG, employees are expected to devote their energies to their jobs with WRCOG. The following types of employment elsewhere are strictly prohibited:

- Additional employment that conflicts with an employee's work schedule, duties, and responsibilities at WRCOG.
- Additional employment that creates a conflict of interest or is incompatible with

- the employee's position with WRCOG.
- Any additional employment that requires the employee to conduct work or related activities on WRCOG property during the employee's working hours or WRCOG facilities and/or equipment.
 - Additional employment that directly or indirectly competes with the quasi-governmental services or the interests of WRCOG.

Employees wishing to engage in additional employment that may create a real or apparent conflict of interest are required to submit a written request to the Executive Director explaining the details of the additional employment. Such work cannot commence until written authorization is provided by the Executive Director. Authorization to engage in additional employment can be revoked at any time.

D. Political Activity

WRCOG employees are prohibited from engaging in political activities while on duty and/or on the premises of WRCOG, including but not limited to:

- An employee of WRCOG shall not, directly or indirectly, solicit political funds or contributions, knowingly, from other officers or employees of WRCOG. (Government Code Section 3205).
- No employee of WRCOG shall engage in political activity during working hours as defined in Government Code Section 3207.
- No signs, posters or other political advertising materials shall be posted on WRCOG premises at any time.

E. Drug and Alcohol Abuse

Purpose

The objective of WRCOG is to promote a safe, healthy, and productive work environment for all employees and to have a work force that is free from the influence of alcohol and controlled substances. Therefore, it is the policy of WRCOG to prohibit its employees from using alcohol or drugs (including marijuana) in connection with their employment in order to maintain a work environment free from the effects of drug and alcohol use. Substance abuse can affect job performance, employee and public safety, and the public's perception of WRCOG and its operations.

Employees who believe that they may have a substance abuse problem are urged to voluntarily seek confidential assistance from the Human Resources office. Thereafter, WRCOG may, in its sole discretion, consider a referral for professional assistance or otherwise permit an employee to take time off to address the substance abuse problem.

WRCOG will be firm in identifying and disciplining those employees who do not voluntarily seek assistance and who continue to use drugs or alcohol in violation of WRCOG's policies. WRCOG has a significant interest in ensuring the health and safety of its employees, in avoiding accidents, to promote and maintain safe

and efficient working conditions for its employees, and to protect its property, equipment, and operations. The use of illegal drugs, marijuana, alcohol, or any other substances which alters an employee's behavior can affect an employee's ability to perform his or her duties safely and effectively, and increase the potential for accidents, absenteeism, substandard performance, poor employee morale, and can damage WRCOG's reputation. As a condition of continued employment with WRCOG, each employee must abide by this Policy.

Definitions

For purposes of this Policy:

"Illegal drugs or other controlled substances" mean any drug or substance that (a) is not legally obtainable; or (b) is legally obtainable but has not been legally obtained; or (c) has been legally obtained but is being sold or distributed unlawfully. Furthermore, despite its legal status in California, marijuana remains an illegal drug under Federal law. Accordingly, marijuana is considered an illegal drug for the purpose of WRCOG's Policy.

"Legal drug" means any drug, including any prescription drug or over-the-counter drug, or marijuana that has been legally obtained and that is not unlawfully sold or distributed.

"Abuse of any legal drug" means the use of any legal drug (a) for any purpose other than the purpose for which it was prescribed or manufactured; or (b) in a quantity, frequency, or manner that is contrary to the instructions or recommendations of the prescribing physician or manufacturer.

"Possession" means that an employee has the substance on his or her person or otherwise under his or her control.

"Reasonable Suspicion" includes a suspicion that is based on specific personal observations such as an employee's manner, disposition, muscular movement, appearance, behavior, speech or breath odor; information provided to management by an employee, by law enforcement officials, by a security service, or by other persons believed to be reliable; or a suspicion that is based on other surrounding circumstances.

Prohibited Conduct

a. Scope

The prohibitions of this section apply whenever the interests of WRCOG may be adversely affected, including any time an employee is:

- On WRCOG premises.
- Conducting or performing WRCOG business, regardless of location.
- Operating or responsible for the operation, custody, or care of WRCOG equipment or other property.
- Responsible for the safety of others in connection with, or while performing,

WRCOG-related business.

b. Alcohol

The following acts are prohibited and will subject an employee to discharge:

- The unauthorized use, possession, purchase, sale, manufacture, distribution, transportation, or dispensation of alcohol.
- Being under the influence of alcohol.

c. Illegal Drugs

The following acts are prohibited and will subject an employee to discharge:

- The use, possession, purchase, sale, manufacture, distribution, transportation, or dispensation of any illegal drug or other controlled substance.
- Being under the influence of any illegal drug or other controlled substance.

d. Legal Drugs

The following acts are prohibited and will subject an employee to discharge:

- The abuse of any legal drug.
- The purchase, sale, manufacture, distribution, transportation, dispensation, or possession of any legal prescription drug in a manner inconsistent with law.
- Working while impaired by the use of a legal drug whenever such impairment might:
 - o Endanger the safety of the employee, member of the public, or some other person.
 - o Pose a risk of significant damage to WRCOG property or equipment.
 - o Substantially interfere with the employee's job performance or the efficient operation of WRCOG, or WRCOG's equipment.

Disciplinary Action

- a. First Violation: A first violation of this Policy will result in discipline up to and including termination. In determining the level of discipline, WRCOG may consider whether an employee satisfactorily participates in and completes an approved drug or alcohol abuse 'assistance' or rehabilitation program when recommended by WRCOG.
- b. Second Violation: A second violation of this Policy at any time will result in immediate discharge.
- c. Effect of Discharge on Eligibility for Rehire: Employees who are discharged for a violation of this Policy will not be eligible for rehire by WRCOG.
- d. Effect of Criminal Conviction: An employee who is convicted under a criminal drug statute for a violation occurring in the workplace or during any WRCOG related activity or event will be deemed to have violated this Policy.

Use of Legal Drugs

WRCOG recognizes that employees may, from time to time, be prescribed legal

drugs that, when taken as prescribed or according to the manufacturer's instructions, may result in impairment. Employees may not work while impaired by the use of legal drugs if the impairment might endanger the employee or someone else, pose a risk of significant damage to WRCOG property, or substantially interfere with the employee's job performance. If an employee is so impaired by the appropriate use of legal drugs, he or she may not report to work. To accommodate the absence, the employee may use accrued sick leave or vacation time. The employee may also contact the Human Resources office to determine whether or not he or she qualifies for an unpaid leave of absence, such as family care or medical leave. Nothing in this Policy is intended to sanction the use of accrued sick leave or vacation time to accommodate absences due to the abuse of legal drugs. Further, nothing in this Policy is intended to diminish WRCOG's commitment to employ and reasonably accommodate qualified disabled individuals. WRCOG will reasonably accommodate qualified disabled employees who must take legal drugs because of their disability.

Unregulated or Authorized Conduct

- a. Customary Use of Over-the-Counter Drugs: Nothing in this Policy is intended to prohibit the customary and ordinary purchase, sale, use, possession, or dispensation of over-the-counter drugs, so long as that activity does not violate any law or result in an employee being impaired by the use of such drugs in violation of this Policy.
- b. Off-the-Job Conduct: This Policy is not intended to regulate off-the-job conduct, so long as the employee's off-the-job use of alcohol or drugs does not result in the employee being under the influence of or impaired by the use of alcohol or drugs in violation of this Policy.

Confidentiality

Disclosures made by employees to the Executive Director concerning their use of legal drugs will be treated confidentially and will not be revealed to managers or supervisors unless there is an important work-related reason to do so in order to determine whether it is advisable for the employee to continue working. Disclosures made by employees to the Executive Director concerning their participation in any drug or alcohol rehabilitation program will be treated confidentially.

Counseling / Employee Assistance

Employees who suspect they may have alcohol or drug problems, even in the early stages, are encouraged voluntarily to seek diagnosis and to follow through with the treatment as prescribed by qualified professionals. Employees who wish to voluntarily enter and participate in an approved alcohol or drug rehabilitation program are encouraged to contact the Executive Director, who will determine whether WRCOG can accommodate the employee by providing unpaid leave for the time necessary to complete participation in the program. Employees should be aware that participation in a rehabilitation program will not necessarily shield them from disciplinary action for a violation of this Policy, particularly if discipline is imposed for a violation occurring before the employee seeks assistance.

Pre-Employment Testing

As part of WRCOG's employment screening process, all applicants to whom an offer of employment with WRCOG is made must undergo and pass urine-controlled substance testing and breath alcohol testing. The offer of employment is conditioned on a negative test result. A negative test result will disqualify the applicant from further consideration for employment. Additionally, if an applicant refuses to cooperate with the administration of the drug test, the refusal will be handled in the same manner as a positive test result. Pre-employment testing requirements will be conducted in compliance with current law. Applicants will be informed of WRCOG's drug testing Policy in the employment application.

Post-Accident Testing

All employees will be required to undergo controlled substance and/or breath alcohol testing if they are involved in an accident that results in a fatality. This includes all employees directly involved in the accident and any other employee whose performance could have contributed to the accident. In addition, a post-accident test will be conducted if an accident results in injuries requiring transportation to a medical treatment facility, or where one or more vehicles incurs disabling damage that requires towing from the site, or where the employee receives a citation under State or local law for a moving traffic violation arising from the accident.

Following an accident, the employee will be tested as soon as possible, but not to exceed eight hours for alcohol and 32 hours for controlled substances. Any employee who leaves the scene of an accident without appropriate authorization prior to submission to controlled substance and alcohol testing will be considered to have refused the test and is subject to termination.

Please note: drug and alcohol testing will not be conducted if the testing is retaliatory pursuant to the federal Occupational Safety and Health Administration's applicable rules.

If an employee refuses to cooperate with the administration of the drug test, the refusal will be handled in the same manner as a positive test result.

Procedures for Drug Testing

WRCOG will refer the applicant or employee to an independent, National Institute on Drug Abuse (NIDA)-certified medical clinic or laboratory, which will administer the test. WRCOG will pay the cost of the test and reasonable transportation costs to the testing facility. The applicant / employee will have the opportunity to alert the clinic or laboratory personnel to any prescription or non-prescription drugs that he or she has taken that may affect the outcome of the test. All drug testing will be performed by urinalysis. Initial screening will be done by EMIT II. Positive results will be confirmed by gas chromatography / mass spectrometry.

The clinic or laboratory will inform WRCOG as to whether the applicant / employee

passed or failed the drug test. If an employee fails the test, he or she will be considered to be in violation of this Policy and will be subject to discipline accordingly.

Acknowledgment and Consent

Any employee / applicant subject to testing under this Policy will be asked to sign a form acknowledging the procedures governing testing and consenting to (1) the collection of a urine sample for the purpose of determining the presence of alcohol or drugs, and (2) the release to WRCOG of medical information regarding the test results. Refusal to sign the agreement and consent form, or to submit to the drug test, will result in the revocation of an applicant's job offer, or will subject an employee to discipline up to and including termination.

Contact Individual

Any questions regarding this Policy should be directed to the Executive Director.

F. Civility Code

Purpose

The objective of WRCOG is to promote a productive work environment for all employees and have a work force that is free from disruptive behavior.

The following outlines the manner in which employees are to treat their co-workers and members of the public. Violations of this Policy may result in employee discharge or disciplinary action.

- When interacting with others – whether in person, on the telephone or other electronic device, or in written correspondence – all employees and volunteers shall conduct themselves in a courteous, professional, and business-like manner at all times.
- Employees shall use courteous and business-like language when addressing others.
- Employees shall refrain from the use of profanity, unprofessional language, slang, nicknames (even if intended with affection), sarcasm, abrasive tones, or unnecessary volume.
- Employees shall refrain from physical postures or gestures intended to convey acrimony or displeasure, including but not limited to eye rolls, raised hands, and arm crossing.
- Employees providing services to the public shall not keep those awaiting services waiting unnecessarily. Where possible, employees should respond immediately to those requesting service. In no instance should an employee make a member of the public wait for the employee to finish personal business. Where a wait is unavoidable, the employee shall greet the person, and verbally inform him or her of the approximate wait time.
- Employees providing services to the public shall generally not engage in personal or private business in view of the public.
- Employees should not groom, drink (except from a discrete cup), eat, engage

- in personal reading (e.g., newspapers, computer, smartphone, tablet, etc.), listen to an electronic device for personal reasons (e.g., radio, headphones, Bluetooth ear piece, etc.) in view of the public.
- Employees are prohibited from using profane or offensive language or similarly discourteous treatment to others, whether or not the person at whom the language or conduct is directed objects. The use of profane or offensive language or similarly discourteous treatment shall be reported immediately to the supervisor of the offending party.
 - Conduct intended to belittle or ostracize co-workers is unacceptable on WRCOG premises or in the public. During work hours and in work locations visible to the public, employees shall not engage in angry or sarcastic banter, whisper campaigns, or other conduct that could be perceived as an attempt to belittle or ostracize co-workers.

G. Punctuality and Attendance

Employees are expected to report to work as scheduled, on time, and prepared to start work. Employees also are expected to remain at work for their entire work schedule, except for meal periods or when required to leave on authorized WRCOG business. Late arrival, early departure, or other unanticipated and unapproved absences from scheduled hours are disruptive and must be avoided when possible. Employees should schedule personal appointments outside their working hours whenever possible.

If an employee is unable to report for work on any day, they must contact their immediate supervisor, or if their immediate supervisor is unavailable, must contact any other manager or supervisor in the office, within one hour of the time they are scheduled to begin working for that day. An employee who does not call or arrive at their scheduled time to begin work is to be considered tardy for that day. Employees also must inform their supervisor of the expected duration of any absence. Excessive absenteeism or tardiness (excluding appropriate use of sick leave), whether excused or not, will not be tolerated and will be reviewed and evaluated during the employee's annual performance evaluation.

If an employee fails to report for work without any notification to a supervisor and his or her absence continues for a period of three scheduled work days, WRCOG will consider that employee to have abandoned his or her employment. The permitted use of sick leave will not be considered in determining whether an employee abandoned his employment.

All employees are required to keep daily attendance records (time sheets) which are to be signed and submitted to the employee's supervisor on a bi-weekly basis. WRCOG will maintain records of employee attendance and retain the employee's signed and approved time sheets.

H. Dress Code and Other Personal Standards

In General

Employees are expected to wear clothing appropriate for the professional nature

of WRCOG's services and the individual type of work performed. Clothing should be neat, clean, and tasteful. The Executive Director may issue more specific guidelines.

Casual Day

WRCOG observes a casual dress day on the last day of the work week, (currently Friday). Employees having WRCOG-related or other public meetings and/or agency member contact may not be permitted to participate in the casual dress day.

Employees participating in a casual dress day are expected to report to work properly groomed. Unacceptable business casual dress includes ripped or torn clothing, t-shirts or sweat shirts of any kind (with or without a written message), tank or halter tops, clothing with a bare midriff, or shorts. The Executive Director may issue more specific guidelines concerning any exceptions to this Policy.

I. Confidentiality

Each employee is responsible for safeguarding the confidential information obtained during employment. In the course of work, employees may have access to sensitive political or confidential information regarding WRCOG, member agencies, agency employees and representatives, or fellow employees. Employees are precluded from revealing or divulging any such information unless it is necessary to do so in the performance of your duties. Access to confidential information is on a "need-to-know" basis and must be authorized by the direct supervisor. Any breach of this Policy will not be tolerated, and disciplinary and legal action may be taken by WRCOG.

J. Business Conduct and Ethics

Employees are encouraged to not accept gifts or gratuities (excluding occasional business meals) from any member government, agency employee, member representative, or other person or vendor conducting business with WRCOG. Employees must receive approval for the payment by others for expenses for business meals or trips from WRCOG administrative management in advance. Such gifts and gratuities must be monitored and, when required, reported as required by (Form 700, etc.).

K. News Media Contacts

Employees may be approached for interviews or comments by the news media. Only contact people designated by the Executive Director may comment to news reporters on WRCOG policy or events relevant to WRCOG.

VII. OPERATIONAL CONSIDERATIONS

A. Computer and Electronic Systems and Devices Policy

Purpose

The purpose of computer and other electronic systems and devices, including, but not limited to, electronic and voice mail systems, cell phones, text messaging, and internet connections are to provide an efficient and effective means of internal and external communications and information gathering related to WRCOG's business operations. This general Policy addresses access to and the disclosure of information from such electronic systems and devices.

WRCOG computer, electronic and voice mail systems, cell phones, text messaging, internet connection and other electronic communication systems and devices are a business tool. These systems must be used in a professional manner for legitimate business purposes only and, at all times, remain the property of WRCOG.

Access and Disclosure

Because all electronic systems and devices remain the property of WRCOG and are for official WRCOG use only, records, files, transmissions, messages, passwords, and other products or contents of these systems and devices are accessible by authorized WRCOG staff at all times. Therefore, employees can have no expectation of privacy in any documents or other materials they write, receive, store, or send in the use of these systems or devices.

Passwords and login credentials do not confer any right of privacy upon any employee of WRCOG. Thus, even though employees may maintain passwords or be provided with login credentials for accessing electronic systems and devices, employees must not expect that any information maintained on electronic systems and devices, including electronic mail and voicemail messages, are private. Employees are expected to maintain their passwords and login credentials as confidential. Employees must not share passwords, or forward login credentials unless authorized by the Executive Director and must not access coworkers' systems without express authorization.

WRCOG administrative management reserves the right to access and disclose all products and contents of these systems and devices for any purpose, at any time, and without notice. WRCOG reserves the right to monitor use of these systems and devices to prevent abuse, enforce other policies, for purposes of legal proceedings, to access information, or for any other business purpose. Access may be necessary at the very least because of situations indicating impropriety, violation of WRCOG policy, legal requirements, suspected criminal activities, breach of system security, or to locate substantive information or monitor employee performance and conduct, among other things. Authorized employees in WRCOG's IT department may override any applicable passwords or codes to inspect, investigate, or search an employee's files and messages. All passwords

must be made available upon request.

The contents of these systems and devices may be disclosed within or outside of WRCOG without employee permission.

WRCOG has unlimited access to protect the security of these systems and devices or WRCOG's property rights.

Personal Use

Incidental and occasional personal use of the electronic systems and devices covered by this Policy is permitted within WRCOG, but such use will be treated no differently from official use. There is no expectation of privacy with respect to such personal use, as such use is subject to the same access and review rights of any other use of these systems and devices.

B. Use of Electronic Media

WRCOG uses various forms of electronic communication including, but not limited to, computers, e-mail, telephones, and Internet. All electronic communications, including all software, databases, hardware, and digital files, remain the sole property of WRCOG and are to be used only for WRCOG business and not for any personal use, except as noted above. The following restrictions and provisions should be observed in the use of electronic media:

- Employees are prohibited from using electronic communication and media in any manner that is discriminatory, harassing, or obscene, or constitutes defamation, copyright or trademark infringement, misappropriation of agency secrets, or for any other purpose that is illegal, against WRCOG administrative management policy, or not in the best interest of WRCOG.
- Employees who violate this Policy will be subject to discipline and/or immediate termination.
- Employees are prohibited from installing personal software on WRCOG computer systems, unless approved in writing by the IT Administrator and the employee's immediate supervisor.
- All electronic information created by any employee using any means of electronic communication is the property of WRCOG and remains the property of WRCOG. Personal passwords may be used for purposes of security, but the use of a personal password does not affect WRCOG's ownership of and unfettered access to the electronic information.
- WRCOG will override all personal passwords if necessary for any reason.
- WRCOG reserves the right to access and review electronic files, messages, mail, and other digital archives, and to monitor the use of electronic communications as necessary to ensure that no misuse or violation of WRCOG policy or any law occurs.
- Employees are prohibited from accessing the electronic communications of other employees or third parties unless directed to do so by WRCOG

management.

- Employees are prohibited from installing or using anonymous e-mail transmission programs or encryption of e-mail communications.
- Employees who use devices on which information may be received and/or stored, including but not limited to, cell phones, cordless phones, portable computers, fax machines, and voice mail communications are required to use these methods in strict compliance with this Policy and any other confidential communication policy established by WRCOG.
- Access to the Internet, websites, and other types of WRCOG-paid computer access are to be used for WRCOG-related business only, except as noted above. The Executive Director, at his or her sole discretion, may provide for any exceptions to this Policy.
- Information about WRCOG, its member agencies or services, or other types of information that will appear in the electronic media about WRCOG must be approved by the Executive Director before the information is placed on an electronic information resource that is accessible to others.
- Questions about access to electronic communications or issues relating to security should be addressed to the Executive Director.

C. Employee Guidelines for the Use of E-Mail

The following are general guidelines for reference when using e-mail:

- WRCOG's electronic mail system is for official WRCOG business and is not to be used for unrelated purposes, including, but not limited to, the following:
 - a. To send "chain" or similar type "letters."
 - b. To send documents in violation of copyright laws.
 - c. To knowingly open mail not directed to you.
 - d. Use for personal or social purposes other than occasional, incidental use.
 - e. To send messages in violation of WRCOG security policies.
- Avoid "carbon copying" individuals who have **NO** direct involvement or "need to know." Likewise, "e-mail all" should only be used on very rare occasions when every person on the system has a direct need to know. E-mail communications should only be disclosed to authorized employees.
- Avoid "forwarding" e-mail to a third party unless necessary (see "carbon copying"). When forwarding, explain the reason for the forwarding action and edit out any potentially inappropriate contents. If in doubt about the appropriateness of forwarding a given piece of mail, check with the originator for guidance.
- When sending an e-mail requiring "action," be sure to indicate which "TO" addressee(s) is/are to take the action.
- Do not say anything in an e-mail message that could prove embarrassing or compromising to you or others. Despite what you think, e-mail is not a "private" system (see WRCOG policy regarding access and disclosure).
- Avoid potentially contentious exchanges through e-mail.
- Remember that you are solely responsible for the management of your mailbox and its associated folders. E-mail documents will remain in a folder until you

"delete " or "trash" them. Even then they still exist in your "wastebasket." E-mail that you wish to maintain for longer periods should be moved to and stored in specified folders and/or converted to hard copy.

- Use common sense in determining when to use e mail, in what is said, and to whom.
- Language which is insulting, offensive, disrespectful, demeaning, or sexually suggestive will not be tolerated. Harassment and/or discrimination of any form, sexual or ethnic slurs, and obscenities, or any representation of obscenities, or to send anonymous communications is strictly prohibited. Sending a carbon copy of these types of offensive e-mail messages to a separate party will not be tolerated. Failure to comply will result in disciplinary action up to and including termination.

It is important to understand that electronic communications are the property of WRCOG, are subject to complete access and review by WRCOG officials, may be subpoenaed by a court of law, and are not subject to a right of privacy.

Please note that nothing in this section infringes on your right to complain of harassment, discrimination, or retaliation, as outlined within this Manual.

D. Prohibited Use of Mobile Phone or Messaging Devices While Driving

In the interest of the safety of our employees and other drivers, WRCOG employees are prohibited from using cell phones, unless using a hands-free device, and text message and e-mail devices while driving on WRCOG business and/or WRCOG time.

Employees whose job requires that they keep their cell phone turned on while driving must use a hands-free device, or, if no hands-free device is available, safely pull off the road before conducting WRCOG business. Under no circumstances should employees initiate or answer phone calls while operating a motor vehicle while driving on WRCOG business and/or WRCOG time unless the employee is utilizing a hands-free device.

E. Mobile Telephone Policy

It is the Policy of WRCOG to provide certain employees with mobile telephones for purposes of performing essential company business. For purpose of satisfying the requirements of IRS Notice 2011-72, which establishes criteria for the exclusion from income of the costs and value associated with an employee's use of employer-owned mobile phones as a working condition fringe benefit (as defined under Internal Revenue Code §132(d)), WRCOG hereby establishes the following policy for the usage of WRCOG-owned mobile telephones.

Acquisition and Assignment of Mobile Telephones

The purchase and assignment of mobile phones by WRCOG for an employee shall

be limited to those employees who have a business need. Such need shall be determined by the nature of the employee's job duties and whether the employee is required to be accessible by telephone regardless of the time of day, day of week or geographical location. The purchase of mobile telephones shall be subject to approval by Executive Director and will be processed by the Chief Financial Officer (CFO).

Responsibility

The CFO shall oversee the use of all WRCOG mobile telephones. The CFO shall assign each mobile telephone to one specific employee and shall monitor the use and return of the mobile telephones. The CFO shall also ensure that all employees assigned a WRCOG mobile telephone have read and signed an agreement which acknowledges that they have read and understand this Policy prior to issuance.

Use of Company-Owned Mobile Phones

- a. **Business Purposes:** WRCOG will provide eligible employees with a mobile phone, subject to the terms and conditions stated herein. Only the employee shall be permitted to use the mobile telephone assigned to him or her. Employees may use WRCOG-owned mobile telephone to occasionally make and receive personal telephone calls; however, the employee's usage of the mobile telephone will be primarily for business purposes.
- b. **Compliance with WRCOG Rules:** Employees are prohibited from using their WRCOG-issued mobile phone in any manner that constitutes a violation of this handbook, including but not limited to, the policies against harassment, discrimination and retaliation.
- c. **No Privacy:** Employees have no right of privacy in their mobile phones. Please refer to the Computer and Electronic Systems and Devices Policy herein for additional information. Cellular transmissions are not secure, and employees shall exercise discretion in relaying confidential information. WRCOG reserves the right to monitor the use of all WRCOG mobile telephones.
- d. **Theft; Vandalism:** Reasonable precautions should be made to prevent theft and vandalism of any WRCOG mobile telephone. In the event that a mobile telephone is lost, stolen, or vandalized due to an employee's failure to use reasonable precautions, WRCOG may require the responsible employee to reimburse WRCOG for the replacement cost of the equipment. Employees should immediately report theft, vandalism, or loss of a WRCOG-issued mobile phone to the CFO.
- e. **Safety:** Employees shall limit the use of mobile telephones while operating an automobile and any such use shall comply with applicable laws and this Manual.
- f. **Responsibility for Payment; Service Plan:** All mobile phones issued by WRCOG and the corresponding number assigned to each mobile phone shall be covered under WRCOG's service plan. WRCOG shall have the right to enter into a contract with one or more service providers for the purposes of obtaining mobile phone coverage that is appropriate for business purposes. WRCOG has the right to replace or alter the terms of its contracts at any time.

- WRCOG shall be responsible for payment of the charges attributable to the phones and for costs related to the purpose or replacement of a phone, if any.
- g. Excessive Personal Use: WRCOG shall routinely review the monthly statements for an employee's WRCOG-issued mobile phone for purposes of identifying excessive personal use. The responsibility for additional charges and fees not included in the basic service agreement (e.g., roaming charges, overage charges, ring tone, etc.) shall be determined by WRCOG on a case by case basis if such charges are excessive and not attributable to a legitimate business purpose.

Cessation of Employee Usage

Change in Status: WRCOG may terminate an employee's use of a WRCOG mobile telephone and demand the return of the mobile telephone at any time for any reason upon written or oral notice to the employee. In addition, an employee will be required to immediately return the WRCOG mobile telephone upon the occurrence of any of the following events:

- a. A change of job status or duties with WRCOG wherein the new position does not necessitate the use of a WRCOG mobile telephone.
- b. Termination of employment or retirement from WRCOG.
- c. The total destruction of the WRCOG mobile telephone.

Return of Company property: Following notification by WRCOG of the termination of the employee's use of a mobile telephone, the employee must return the mobile telephone to the CFO in the same condition in which it was delivered, excepting only ordinary wear and tear, immediately.

Failure to Comply with Policy: If an employee fails to comply with the responsibilities and obligations under this Policy, WRCOG will have the right to take possession of the phone and terminate the phone number assigned to the employee without prior notice to the employee.

Amendment; Termination of Policy

WRCOG reserves the right to amend this Mobile Telephone Policy at any time if deemed necessary or appropriate to conform to federal or state tax requirements. WRCOG may discontinue or terminate this Policy at any time.

F. Non-Work-Related (Off-duty) Use of Facilities

Employees are prohibited from remaining on WRCOG premises or making use of WRCOG facilities while not engaged in performance of their assigned duties. Employees are expressly prohibited from using WRCOG facilities, WRCOG property, or WRCOG equipment for personal use, except as noted herein.

G. Security

WRCOG has developed guidelines to help maintain a secure workplace.

Employees should be aware of persons loitering for no apparent reason in parking areas, walkways, entrances and exits, and service areas. Employees should report any suspicious persons or activities to WRCOG management and building security. Employees are responsible for securing their desk or the office at the end of the day. When employees are called away from their work area for an extended length of time, they are not to leave valuable and/or personal articles in or around their workstation that may be accessible. The security of facilities as well as the welfare of our employees depends upon the alertness and sensitivity of every individual to potential security risks. Employees should immediately notify their supervisor when unknown persons are acting in a suspicious manner in or around the offices controlled by WRCOG, or when keys, security passes, or identification badges are missing.

H. Workplace Violence

WRCOG recognizes that workplace violence is a concern among employers and employees across the country. WRCOG is committed to providing a safe, violence-free workplace. In this regard, WRCOG strictly prohibits employees, consultants, customers, visitors, or anyone else on WRCOG premises or engaging in a WRCOG-related activity from behaving in a violent or threatening manner. Moreover, WRCOG seeks to prevent workplace violence before it begins and reserves the right to address certain behaviors, even in the absence of violent behavior.

Workplace violence includes, but is not limited to, the following:

1. Threats of any kind.
2. Threatening, physically aggressive, or violent behavior, such as intimidation of or attempts to instill fear in others.
3. Other behavior that suggests a propensity towards violence, which can include belligerent speech, excessive arguing or swearing, sabotage, or threats of sabotage of WRCOG property, or a demonstrated pattern of refusal to follow WRCOG policies and procedures.
4. Defacing WRCOG property or causing physical damage to the facilities.
5. With the exception of security personnel, bringing weapons or firearms of any kind on WRCOG premises, in WRCOG parking lots, or while conducting WRCOG business.

If any employee observes or becomes aware of any of the above-listed actions or behavior by an employee, customer, consultant, visitor, or anyone else, he or she must notify management or the Executive Director immediately.

Further, employees must notify the Executive Director if any restraining order is in effect, or if a potentially violent non-work-related situation exists that could result in violence in the workplace.

All reports of workplace violence will be taken seriously and will be investigated

promptly and thoroughly. In appropriate circumstances, WRCOG will inform the reporting individual of the results of the investigation. To the extent possible, WRCOG will maintain the confidentiality of the reporting employee and of the investigation. WRCOG may, however, need to disclose results in appropriate circumstances, for example, in order to protect individual safety. WRCOG will not tolerate retaliation against any employee who reports workplace violence.

If WRCOG determines that workplace violence in violation of this Policy has occurred, WRCOG will take appropriate corrective action and will impose discipline on offending employees. The appropriate discipline will depend on the particular facts but may include written or oral warnings, reassignment of responsibilities, suspension with or without pay, demotion or termination. If the violent behavior is that of a non-employee, WRCOG will take appropriate corrective action in an attempt to ensure that such behavior is not repeated.

I. Health and Safety

All employees are responsible for their own safety, as well as that of others in the workplace. In order to maintain a safe workplace, every employee must be safety-conscious at all times. All work-related injuries or illnesses must be immediately reported to a supervisor or to the Human Resources office. In compliance with California law, and to promote the concept of a safe workplace, WRCOG maintains an Injury and Illness Prevention Program. The Injury and Illness Prevention Program is available for review by employees in the Human Resources office.

In compliance with Proposition 65, WRCOG will inform employees of any known exposure to a chemical known to cause cancer or reproductive toxicity.

J. Smoking

Smoking is not permitted in any enclosed area of the office facility or outdoor areas, except where designated by signage. This prohibition on smoking includes the use of e-cigarettes, cigars, and pipes.

K. Housekeeping

All employees are expected to keep their work areas clean and organized. Common areas such as lunch rooms and restrooms are expected to be kept sanitary. Employees are responsible for clean up after meals and proper disposal of trash.

L. Parking

Employees may park their vehicles in permissible areas in the vicinity of WRCOG offices. WRCOG is not responsible for any loss or damage to employee vehicles or contents while parked in public / employee lots or structures, whether public or privately owned.

M. Solicitation and Distribution of Literature

In order to ensure efficient operation of WRCOG's business activities and to prevent disruption to employees, solicitations and distribution of literature on WRCOG-occupied property is prohibited. The following rules are to be strictly observed by all employees.

- Employees are prohibited from engaging in solicitation while on Paid Working Status. For the purposes of this Policy, Paid Working Status means any time the employee is on the clock with the exception of meal and rest breaks.
- Employees engaging in solicitation while not on Paid Working Status are prohibited from engaging in solicitation in a manner that is disruptive to other employees who are on Paid Working Status and/or to the WRCOG's customers.
- Employees may distribute or circulate non-WRCOG written materials only while not on Paid Working Status and only in non-work areas. Non-work areas are defined as anywhere off WRCOG property, with the exception of the break room. If an employee is not certain whether an area is a work or non-work area, he or she should consult his or her immediate supervisor for clarification.
- Solicitation or distribution in any way connected with the sale of any goods or services for profit is strictly prohibited anywhere on WRCOG property at any time. Similarly, solicitation or distribution of literature for any purpose by non-employees is strictly prohibited on WRCOG property at any time.
- WRCOG has bulletin boards located throughout the facility for the purpose of communicating with employees. Postings on these boards are limited to items posted by WRCOG, including statutory and legal notices, safety and disciplinary rules, WRCOG policies, memos of general interest relating to WRCOG, local operating rules, and other WRCOG items. All postings require prior approval of the Executive Director or designee. No postings will be permitted for any other purpose.
- Any employee who does not understand the application of these rules should consult with the Executive Director or designee.

N. Vehicle Operation Policy

No employee is to operate or drive any motor vehicle on behalf of WRCOG unless the employee is licensed for the class of vehicle to be driven, possesses a valid California Driver's License, and maintains adequate insurance. WRCOG retains the right to suspend or terminate an employee whose license is revoked, or who fails to maintain personal automobile insurance coverage, or who is uninsurable under a WRCOG policy when operation of a motor vehicle is an essential function of the employee's position.

O. Expense Reimbursement

WRCOG administrative management will reimburse employees of WRCOG for eligible travel, lodging, meals and other reasonable expenses directly related to the conduct of WRCOG business.

Employees are required to complete an expense reimbursement form in order to obtain reimbursement for expenses. The expense reimbursement form, with supporting receipts and documentation attached, is to be submitted to the employees' supervisor for approval. WRCOG will reimburse approved employee travel expenses by check. All expense claims must be submitted no later than the earlier of the close of the grant cycle or the end of the fiscal year for reimbursement. Exceptions to the rule can only be approved by the Executive Director. Failure to comply with this Policy will result in discipline, up to and including termination of employment.

VIII. TIME-OFF OF WORK AND LEAVES OF ABSENCES

A. Holidays

All full-time and part-time employees of WRCOG are eligible for paid holidays. Full-time employees will receive eight hours holiday pay at their normal base rate. Part-time employees accrue holiday pay on a pro-rata basis.

The following are approved paid holidays for WRCOG (the day of observance may be changed at the discretion of WRCOG management):

- New Year's Day
- Dr. Martin Luther King Jr.'s Birthday
- Washington's Birthday
- Memorial Day
- June 19 - Juneteeth
- July 4th
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Friday following Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve

Holidays falling on Saturdays will normally be observed on the preceding Friday. Holidays falling on Sundays will normally be observed on the following Monday. Holidays that occur during an eligible employee's vacation will not be counted as vacation days taken.

To be eligible for holiday pay, employees must work the business day before and after the holiday, unless the employee is absent from work due to use of accrued but unused vacation time or California paid sick leave. All employees are ineligible for holiday benefits while they are on a leave of absence.

B. Vacation

WRCOG employees are entitled to paid annual vacation based on length of credited service with WRCOG. Such vacation allowance is to be available for use on the first day following the pay period in which it is earned provided an employee has completed six months of continuous service from the employee's anniversary date as follows:

- For full-time employees:
 - o Six months after hiring through three years of service (0 through 6,240 hours), the employee will accrue vacation at a rate of 80 hours (10 days) per year. No vacation is earned, and none may be taken during the first six

months of employment.

- o Years four through nine of service (6,248 through 18,720 hours) the employee will accrue vacation at a rate of approximately 4.6 hours per pay period, for a total of 120 hours (15 days) per year.
- o Years 10 through 14 (18,728 hours through 29,120) the employee will accrue vacation at a rate of approximately 6.2 hours per pay period, for a total of 160 hours per year (20 days).
- o Years 15 or more (29,128 hours or more) the employee will accrue vacation at a rate of approximately 7.7 hours per pay period, for a total of 200 hours per year (25 days).
- Part-time employees of WRCOG who have completed six months of continuous service will receive vacation leave accumulation on a pro-rata basis. Part-time employees of WRCOG who accept full-time employment with WRCOG without a break in service will receive service credit on a pro-rata basis.
- Temporary and seasonal employees of WRCOG are not eligible for vacation leave benefits.

Accrued vacation may not exceed two times an employee's current annual entitlement (i.e., 50 days for an employee with more than fifteen years of service). Once this maximum is reached, all further accruals will cease. Vacation accruals will recommence after the employee has taken vacation and his or her accrued hours have dropped below the maximum.

An employee is not permitted to borrow on future accrual of vacation benefits, except with the approval of the Executive Director. Employees who use any vacation days before they have been accrued and then leave the employ of WRCOG must repay any overdrawn amount to WRCOG at the time of termination. Earned vacation leave may be taken in multiples of one-half hour with the approval of the employee's immediate supervisor and at such time as will not impair the work schedule and efficiency of the work unit. Should employee vacation requests conflict with staffing requirements, supervisors are to arrange a mutually acceptable vacation schedule based on length of employee service.

Accrued, unused vacation will be paid upon termination of employment.

Employees will receive an annual notice of their accrued vacation leave time, on or about July 30th of each year.

C. Annual Leave

WRCOG directors shall not accrue vacation or sick time. They will instead earn Annual Leave according to each payroll accrual rates based on years of service.

Accrual Rates:

MONTHS OF SERVICE	BI-WEEKLY ACCRUAL
(0 TO < 36 MONTHS)	10.10
(36 TO <108 MONTHS)	12.50

Effective July 14, 2021, 50% of sick leave balances will be converted to Annual leave. The remaining sick hours may be used until the sick leave is exhausted, or upon retirement, disability retirement, or death of the employee, it may be credited to the employee's balance in the Public Retirement System.

D. Vacation Leave Cash-Out Policy

Although WRCOG encourages employees to take time off away from work in order to have a more balanced life style, WRCOG offers a vacation leave cash-out option for eligible employees. This program is intended to provide you with more flexibility in utilizing your vacation leave benefits, without triggering a taxable event for those employees who may elect to cash out accrued vacation leave but choose not to.

- An election period will be held two times per fiscal year in December and June, during which time you will have the opportunity to make an **irrevocable** election to cash-out vacation hours.
- You must submit a **new** election for every period in which you wish to cash-out vacation hours accruing in a subsequent period. Due to IRS regulations, elections will not carry over from one period to the next. The election form will be made available to you in December and June by the Human Resources administrator.
- You may elect to cash out up to 80 vacation hours in each election.
- A minimum of 40 hours **MUST** remain in your vacation leave bank immediately after your election. The vacation hours you will accrue in the accrual period subsequent to your election that you elect to cash-out **will not be available** for your use. If your accrual rate changes (such as due to a leave or change in scheduled hours) so that there are insufficient hours accrued in the plan year to cover your election, you will receive only the balance of your elected vacation cash-out available at the time of the cash-out that is in excess of the foregoing minimums. If there are no hours available, no cash-out will occur.
- Your elected cash-out for the First Accrual Period will be paid within one week after the first payday in June of the year in which the vacation leave has accrued. Your elected cash-out for the Second Accrual Period will be paid within one week after the first payday in December of the year in which the vacation leave has accrued.
- The vacation cash-out will be a separate live check. The check will be available in payroll for pickup after 12:00 p.m. on the day the check is due, unless you direct the check to be direct deposited. If the check is not picked-up in payroll by 3:00 p.m. and you have not directed it be direct deposited, it will be mailed to your home.
- If you are a part-time employee, the number of hours you can elect to cash-out is not pro-rated. However, the actual amount you can cash-out is limited by

your expected annual accrual. A minimum of 40 hours **MUST** remain in your vacation leave bank immediately after your election.

- The Executive Director, at his or her own discretion, may lift the above restrictions based on the occurrence of an unforeseeable financial emergency in accordance with IRS regulations.

E. California Paid Sick Leave

All eligible employees are entitled to Paid Sick Leave pursuant to California law and WRCOG policy. To be eligible for Paid Sick Leave, employees must work in California for 30 or more days within a year of their hire date. Employees accrue Paid Sick Leave on the first day of employment but do not become eligible to use accrued Paid Sick Leave until the 90th day of employment.

Basic Leave Entitlement

Paid Sick Leave may be taken for below prescribed purposes:

1. The diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member; or
2. To attend legal proceedings, or to obtain medical treatment, counseling or other victims' services for domestic violence, sexual assault, or stalking.

A "family member" for these purposes is defined as a child regardless of age (a biological, adopted, or foster child, stepchild, legal ward, child of a registered domestic partner, or a child to whom the employee stands in loco parentis), a parent (a biological, adoptive or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child), a spouse or registered domestic partner, a grandparent, grandchild and sibling.

Accrual

WRCOG's full-time employees accrue Paid Sick Leave at a rate of four hours sick leave for each payroll period completed (there are 80 hours in a standard payroll period). Accrued but unused Paid Sick Leave carries over into the following year, except that there is a cap on the maximum amount of accrued Paid Sick Leave allowed. For full-time employees employed by WRCOG prior to November 7, 2016, their total accrued amount of Paid Sick Leave cannot exceed 1,000 hours or 125 days, whichever is greater, at any given time. For full-time employees employed by WRCOG on or after November 7, 2016, their total accrued amount of Paid Sick Leave cannot exceed 240 hours or 30 days, whichever is greater, at any given time. Full-time employees who reach their designated caps will cease to accrue further Paid Sick Leave hours until Paid Sick Leave is used, and the accrued Paid Sick Leave balance falls below the cap, at which point the employee will begin to accrue additional Paid Sick Leave (up to the designated cap).

All non-full-time employees accrue Paid Sick Leave at a rate of one hour for every 30 hours worked. Non-full-time employees may only use a maximum of three days or 24 hours, whichever is greater, of Paid Sick Leave per year. Accrued but unused Paid Sick Leave carries over into the following year, except that there is a cap on the maximum amount of accrued Paid Sick Leave allowed. A non-full-time employee's total accrued amount of Paid Sick Leave cannot exceed 48 hours or six days, whichever is greater, at any given time. Employees who reach this cap will cease to accrue further Paid Sick Leave hours until Paid Sick Leave is used, and the accrued Paid Sick Leave balance falls below the cap, at which point the employee will begin to accrue additional Paid Sick Leave (up to the designated cap).

Separation of Employment

Employees who voluntarily separate from employment with WRCOG and who have a continuous five years of service (10,400 hours of service) shall receive payment for 50% of any accrued sick leave. Employees who voluntarily separate from employment and have less than five years of continuous service, as well as employees who are involuntarily terminated, are not entitled to receive payment upon separation for accrued sick leave. Unused paid sick days which were not cashed out at separation pursuant to this Policy must be reinstated if an employee separates from employment and then is rehired within one year.

Increments

Employees may use Paid Sick Leave in 30-minute increments.

Notice

To the extent possible, employees must provide reasonable advance notice of their need for Paid Sick Leave under this Policy. If the need for leave is not foreseeable, an employee must provide notice as soon as practicable.

Benefits Continuation

Paid Sick Leave under this Policy will not constitute a break in the employee's continuous service for the purpose of WRCOG benefits and seniority.

Relationship with Other Leave Policies

If a law or regulation provides for greater accrual or use of sick days, the law, regulation, or policy with the greater protection may apply. For questions regarding the interplay between your entitlement to leave under other laws or regulations and your entitlement to leave under the Paid Sick Leave Law, please contact Human Resources.

Job Restoration

Upon expiration of Paid Sick Leave, an employee will generally be reinstated to his or her position with equivalent seniority, benefits, pay, and other terms and

conditions of employment.

Retaliation and Discrimination Prohibited

WRCOG strictly prohibits any form of retaliation, harassment, or discrimination against an employee for attempting to use or using Paid Sick Leave under this Policy, and for any other reason prohibited by applicable law. Employees who believe they have been discriminated, harassed, or retaliated against should report their concerns to Human Resources immediately.

Paid Sick Leave during Vacation Leave

Employees who become ill or otherwise need to use Paid Sick Leave while on approved vacation leave may request to have vacation time converted to Paid Sick Leave, provided the employee has accrued Paid Sick Leave available for use.

F. Family and Medical Leave under the FMLA and CFRA

WRCOG complies with the Federal Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA), which requires covered employers to grant unpaid leaves of absence to eligible workers for certain family care and medical reasons. Under circumstances where FMLA and CFRA apply to the employee, WRCOG will apply each leave concurrently. The more generous provisions of the two laws will apply to the employee if the employee is eligible under both FMLA and CFRA.

Eligibility

To be eligible for leave, an employee must (1) have worked for WRCOG for at least 12 months prior to the date on which the leave is to commence; and (2) have worked at least 1,250 hours in the 12 months preceding the leave.

Permissible Uses

FMLA and/or CFRA leave may be requested for the following reasons:

1. The birth of an employee's newborn child or the placement of a child with the employee for adoption or foster care;
2. To care for the employee's spouse, registered domestic partner, child, parent, grandparent, grandchild, or sibling who has a serious health condition;
3. The employee's own serious health condition that renders the employee unable to perform the functions of the job; or
4. A qualifying exigency that arises because the employee's spouse, domestic partner, child or parent is a covered military member on covered active duty (or has been notified of an impending call or order to covered active duty).

Under the CFRA, “child” means biological, adopted, or foster child, stepchild, child of domestic partner, or a person to whom the employee stands in loco parentis. Additionally, “parent” means a biological, foster, or adoptive parent, a stepparent, a legal guardian, or other person who stood in loco parentis to the employee when the employee was a child. “Parent” does not include a parent-in-law.

A “serious health condition” is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee’s job or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

The right to take CFRA leave is separate and distinct from the right to take a Pregnancy Disability Leave (PDL). In other words, an employee who requires a leave of absence on account of the employee’s disability due to pregnancy, childbirth, or related medical condition, may be entitled to take a PDL. A leave designated as PDL does not run concurrently with a CFRA leave, but may run concurrently with FMLA leave.

Military Caregiver Leave Entitlement

In addition to the above reasons for taking leave, the FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 workweeks of unpaid leave during a single 12-month period to care for a covered service member with a serious injury or illness. This leave applies if the employee is the spouse, son, daughter, parent, or next of kin of the covered service member.

A “covered service member” is either (1) a current member of the Armed Forces (including the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, is in outpatient status, or is on the temporary disability retired list for a serious injury or illness, or (2) a veteran of the Armed Forces (including the National Guard or Reserves) discharged within five years before the family member first takes this leave, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.

A “serious injury or illness” is one that may render (1) a current service member medically unfit to perform military duties, or (2) a veteran medically unfit to perform military duties or an injury or illness that qualifies the veteran for certain benefits from the Department of Veterans Affairs or substantially the veteran’s ability to work. For veterans, it also includes injuries or illnesses that were incurred or aggravated during military service but did not manifest until after the veteran left active duty.

This military caregiver leave is not provided under the CFRA.

Substitution of Paid Leave

Employees are required to substitute accrued vacation time and other paid personal leave like compensatory time off (except Paid Sick Leave) for all medical leaves. Employees are required to substitute Paid Sick Leave only for the employee's own medical leaves. Employees may elect to substitute Paid Sick Leave to for the birth, adoption or foster care of a child, or to care for a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner of the employee with a serious health condition, or as otherwise permitted under the California Paid Sick Leave Policy above, upon mutual agreement by WRCOG and the employee.

Amount of Leave

Provided all the conditions of this Policy are met, an employee may take a maximum of 12 weeks of family care and medical leave in a rolling 12-month period measured backwards from the date the employee's leave commences.

Under the CFRA, spouses employed by WRCOG are each entitled to take up to 12 weeks of leave for the birth of a newborn child, for the placement of a child for adoption or foster care. The leave may be taken at the same time or separately, but for each spouse, leave must be completed within 12 months from the date of birth, adoption or foster child placement.

Intermittent Leave

Medical leave for the employee's own serious health condition and the serious health condition of the employee's spouse, domestic partner, parent, grandparent, child, grandchild, or sibling may be taken intermittently or on a reduced schedule when medically necessary. Where the intermittent or reduced schedule leave is for planned medical treatment, the employee must make an attempt to schedule the treatment so as not to disrupt unduly WRCOG's operations. Where the family care leave is to be taken in connection with the birth, adoption, or foster placement of a child, the minimum duration for each period of leave is two weeks, except that the employee may request leave of less than two weeks' duration on any two occasions.

Leaves Effect on Pay

Except to the extent that other paid leave is substituted for family care and medical leave, leave under the FMLA and the CFRA is unpaid. However, employees may be entitled to receive partial wage replacement benefits through the California State Disability Insurance (SDI) when leave is taken for their own serious health condition.

Employees also may be entitled to partial wage replacement benefits through the Paid Family Leave (PFL) for up to eight weeks in any 12-month period during

leaves to care for qualifying family members. PFL provides a partial wage replacement for absences from work to care for a seriously ill or injured family member, for bonding with a minor child within one year of the birth or placement of the child in connection with foster care or adoption, or to participate in a qualifying event because of a family member's military deployment. Employee contributions provide funding for this program. PFL is administered, like SDI, by the California Employment Development Department. PFL must be taken concurrently with applicable leaves and does not entitle an employee to take any additional time off. In addition, an employee must use up to two weeks of any accrued but unused vacation and compensatory time off before the employee will be eligible to receive PFL.

SDI and PFL simply provides benefit payments. Neither are a leave of absence nor provide job protection.

Leaves Effect on Benefits

During an employee's family care and medical leave, WRCOG will continue to pay for the employee's participation in WRCOG's group health plans and other benefit plans, to the same extent and under the same terms and conditions as would apply had the employee not taken leave.

Thus, the employee must continue to pay his or her share of the health plan premiums during the leave. If the employee substitutes paid leave for the unpaid leave, such payments will be deducted from the employee's pay through the regular payroll deductions. Otherwise, the employee must make arrangements with WRCOG for the payment of such premiums. All other benefits will be governed in accordance with the terms of each benefit plan and are the sole responsibility of the employee.

If the employee fails to pay his or her share of the premiums during leave, or if the employee fails to return from the leave at the expiration of authorized leave for a reason other than the recurrence, continuation, or onset of a serious health condition for which leave under this Policy is allowed or other circumstances beyond the employee's control, WRCOG can recover any health plan premiums paid by WRCOG on the employee's behalf during any periods of the leave.

Employees on family care and medical leave accrue employment benefits such as sick leave, vacation benefits, or seniority only when paid leave is being substituted for unpaid leave and only if the employee would otherwise be entitled to such accrual.

Use of FMLA / CFRA leave will not result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Application for Leave

In all cases, an employee requesting leave must complete the "Leave of Absence

Request” form and return it to their direct supervisor. The completed request form should include enough information to make WRCOG aware that the employee needs qualifying leave, and the anticipated timing and duration of the leave, if known. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, or the need for hospitalization or continuing treatment by a health care provider. Employees also must inform WRCOG if the requested leave is for a reason for which FMLA / CFRA leave was previously taken or certified.

Notice of Leave

Employees must notify WRCOG of their request for medical leave as soon as they are aware of the need for such leave. For a foreseeable leave, the employee must provide 30 calendar days’ advance notice to WRCOG of the need for leave. For events that are unforeseeable 30 days in advance, the employee must notify WRCOG as soon as is practicable and generally must comply with WRCOG’s normal call-in or notice procedures. If the leave is requested in connection with a planned, non-emergency medical treatment, the employee must make an attempt to schedule such treatment so as to avoid unduly disrupting WRCOG operations and may be requested to reschedule the treatment so as to minimize disruption of WRCOG’s business.

Medical Certification of Leave

Any request for medical leave based on the serious health condition of the employee or the employee’s spouse, domestic partner, child, parent, grandparent, grandchild, or sibling, must be supported by a “Medical Certification” completed by the applicable health care provider. The medical certification for leave for the employee’s own serious health condition must include (a) the date on which the serious health condition commenced; (b) the probable duration of the condition; (c) a statement that, due to the serious health condition, the employee is unable to perform the essential functions of his or her position; and (d) in the case of intermittent leave or reduced schedule leave where medically necessary, the probable duration of such a schedule. The medical certification for a family member (as defined above) with a serious health condition must state (a) the date on which the serious health condition or serious injury or illness commenced; (b) the probable duration of the condition or injury or illness; (c) the health care provider’s estimate of the amount of time needed for family care; (d) the health care provider’s assurance that the health care condition or injury or illness warrants the participation of the employee to provide family care; and (e) in the case of intermittent or reduced schedule leave where medically necessary, the probable duration of such a schedule. For foreseeable leaves, employees must provide the required medical certification before the leave begins. When this is not possible, employees must provide the required certification within 15 calendar days after WRCOG’s request for certification, unless it is not practicable under the circumstances to do so, despite the employee’s good faith efforts.

The Leave of Absence form and Medical Certification must be obtained from

employees' Supervisor and/or the Executive Director.

WRCOG reserves the right to require the employee to obtain a second opinion, and, at its own expense, to require a third opinion, pursuant to and in accordance with applicable state and federal law.

Extension of Medical Leave

An employee who requests an extension of family or medical leave due to the continuation, recurrence or onset of his or her own serious health condition, or of the serious health condition of the employee's spouse, domestic partner, child, parent, grandparent, grandchild, or sibling, must submit a request for extension, in writing, to the employee's immediate supervisor and provide medical certification to support the need for the extended leave. This written request should be made as soon as the employee realizes that he / she will not be able to return to work at the expiration of the leave period. WRCOG will require the employee to obtain recertification (an updated medical certification) from the treating health care provider. The recertification must contain the above information as required for the initial certification.

Leave Designation and Notification

WRCOG will promptly, no longer than within five days of receipt of the Leave of Absence form, inform the employee of whether the eligibility requirements have been met. Upon review of the Medical Certification, WRCOG will promptly notify the employee if the request for leave has been approved. Additionally, WRCOG will advise the employee, in writing, as to how the requested leave is being counted against the employee's FMLA and/or CFRA entitlement and of all rights in accordance with FMLA and/or CFRA.

If an employee does not expressly request FMLA and/or CFRA leave, WRCOG reserves the right to designate a qualifying absence as FMLA / CFRA leave and will give notice of the FMLA / CFRA designation to the employee. If an absence is a qualifying event under FMLA and/or CFRA, the leave will run concurrently with short-term disability, long-term disability, workers' compensation, and/or any other leave when permitted by federal and state law.

Return from Leave

Where the leave is for the employee's own serious health condition, WRCOG requires employees to provide medical certification that he or she is released to return to work and able to do so. WRCOG may delay restoring the employee to employment or terminate the employee without such certificate. If an employee wishes to return to work prior to the expiration date of a family care or medical leave of absence, notification must be given to the employee's supervisor at least five days prior to the employee's planned return.

Employee's timely returning from a leave covered under this Policy are entitled to reinstatement to the same or equivalent position consistent with applicable law.

An employee has no greater right to reinstatement than if he or she had been continuously employed rather than on leave. WRCOG will comply with all applicable laws pertaining to reinstatement of employees, including where required, the reasonable accommodation of employees who have been on an approved leave.

WRCOG complies with applicable medical leave laws. Under FMLA /CFRA it is unlawful for any employer to interfere with, restrain, or deny the exercise of any right provided under FMLA / CFRA, or discharge or discriminate against any person for opposing any practice made unlawful by FMLA / CFRA or for involvement in any proceeding under or relating to FMLA / CFRA. If an employer has done so, an employee may file a complaint with the U.S. Department of Labor or California Department of Fair Employment and Housing (www.dfeh.ca.gov) and may bring a private lawsuit against an employer. FMLA / CFRA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights. If you have questions or would like further clarification about your rights under FMLA / CFRA or other types of leave, please contact Human Resources.

Failure to Return from Leave

An employee who fails to report to work on the expected date of return from leave of absence under this policy, without obtaining approval to extend the leave or take additional time off, WRCOG will consider the employee has voluntarily resigned the employment. WRCOG will thereafter complete and process any necessary paperwork to finalize the employment separation.

G. Pregnancy Disability Leave

Leaves of Absence and Transfers

WRCOG recognizes that female employees may be unable to work for temporary but extended periods of time due to pregnancy, childbirth, or related medical conditions. Accordingly, for any employee who is disabled on account of pregnancy, childbirth, or related medical conditions, WRCOG provides Pregnancy Disability leave (PDL) for the period of actual disability, up to a maximum of four months pursuant to the California Fair Employment and Housing Act (FEHA). PDL may be taken intermittently, or on a reduced-hours schedule, as medically necessary.

Duration of pregnancy disability leave will be determined by the advice of the employee's physician, but employees disabled by pregnancy may take up to four months (or 17 1/3 weeks) of leave per pregnancy. Part-time employees are entitled to leave on a pro rata basis. The four months of leave includes any period of time for actual disability caused by the employee's pregnancy, childbirth, or related medical condition. This includes leave for severe morning sickness and for prenatal care, doctor-ordered bed rest, as well as other reasons. The employee's health care provider determines how much time is needed for the employee's

disability.

Need for Leave/Transfer or Other Reasonable Accommodation Requests

- Pregnant employees should notify their direct supervisor as soon as possible regarding their intent/need to take a leave of absence, to transfer, or for a reasonable accommodation due to pregnancy, childbirth or related medical conditions. Such notice should specify the anticipated timing and duration of the leave, transfer, or reasonable accommodation.
- Where the need for a leave of absence, transfer, or reasonable accommodation is foreseeable, employees must provide such notice at least 30 days prior to the date the transfer, or reasonable accommodation is to begin. Further, employees must consult with their direct supervisor and make a reasonable effort to schedule any planned medical treatment or supervision so as to minimize any disruption to WRCOG's operations. (Actual scheduling is subject to the approval of the employee's health care provider.)
- Where 30 days' advance notice is not possible, notice must be given as soon as possible. However, WRCOG will not deny a PDL, transfer, or reasonable accommodation where the need for leave is an emergency or was otherwise unforeseeable on the basis that an employee did not provide sufficient advance notice.
- WRCOG shall respond to the leave or transfer request as soon as practicable and, in any event, no later than 10 calendar days after receiving the request. If the pregnancy leave also qualifies as FMLA leave, WRCOG will respond within five business days, unless extenuating circumstances exist. WRCOG shall attempt to respond to the leave request before the date the leave is due to begin. Once given, approval shall be deemed retroactive to the date of the first day of the leave.

Intermittent Leave

PDL need not be taken in one continuous block. It may be taken on an as-needed basis, intermittently or on a reduced work schedule.

- If it is medically advisable and foreseeable that an employee will be taking intermittent leave or leave on a reduced work schedule, WRCOG may require that the employee transfer temporarily to an available alternative position.
- An "alternative position" is one that provides pay and benefits equivalent to those of the employee's regular position and better accommodates recurring periods of leave than the employee's regular job. It does not have to have equivalent duties. However, the employee must be qualified for the position.
- Transfer to an alternative position may include altering an existing job to better accommodate the employee's need for intermittent leave or a reduced work schedule.

Temporary Transfers

An employee may request a temporary transfer to a position with less strenuous or less hazardous duties when the employee's health care provider certifies that

such a transfer is medically advisable.

Temporary transfers will be granted where appropriate and when WRCOG is able to reasonably accommodate the transfer, provided that the transfer would not require WRCOG to:

- Create additional employment;
- Discharge another employee;
- Violate a collective bargaining agreement;
- Transfer a more senior employee in order to make room for the pregnant employee's transfer; or
- Promote or transfer the employee or any other employee to a position for which he/she is not qualified.

Certifications

An employee requesting PDL must provide medical certification from her health care provider. Failure to provide the required certification in a timely manner (within 15 days of the leave request) may result in denial of leave benefits until such certification is provided. Any such PDL medical certification from a health care provider shall provide the following information:

- The date on which the employee became disabled due to pregnancy, childbirth, or a related medical condition;
- The probable duration of the period or periods of disability; and
- An explanatory statement that, due to the disability, the employee is unable to work at all or is unable to perform any one or more of the essential functions of her position without undue risk to herself, her pregnancy, or to other persons.

In the case of a Pregnancy Disability transfer or reasonable accommodation, the medical certification shall provide the following information:

- The date on which the need to transfer or reasonably accommodate became medically advisable;
- The estimated duration of the reasonable accommodation or transfer;
- An explanatory statement that, due to the employee's pregnancy, the transfer or reasonable accommodation is medically advisable; and
- A description of the requested reasonable accommodation or transfer.

Re-certifications are required if PDL is sought after expiration of the time estimated by the health care provider. Failure to submit required re-certifications can result in termination of the leave.

Substitution of Paid Leave for Pregnancy-Disability Leave

An employee taking PDL must substitute any accrued Paid Sick Leave for her PDL. The employee, however, has the option of substituting any accrued vacation or compensatory time off for her leave. Except to the extent that paid leave is substituted for PDL, leave will be unpaid. The substitution of paid leave for PDL does not extend the total duration of the leave to which an employee is entitled.

Leaves Effect on Benefits

During an employee's PDL, WRCOG will continue to pay for the employee's participation in WRCOG's group health plans, to the same extent and under the same terms and conditions as would apply had the employee not taken leave.

Thus, the employee must continue to pay her share of the health plan premiums during the leave. If the employee substitutes paid leave for the unpaid leave, such payments will be deducted from the employee's pay through the regular payroll deductions. Otherwise, the employee must make arrangements with WRCOG for the payment of such premiums.

WRCOG may recover from the employee the premium that WRCOG paid to maintain coverage for the employee under the group health plan if the employee fails to return from leave after the period of leave has expired and the employee's failure to return is for a reason other than (1) the continuation, recurrence, or onset of a health condition that entitles the employee to leave for Pregnancy-Disability, or other circumstances beyond the employee's control; (2) non-pregnancy related medical conditions that require further leave, unless the employee chooses not to return to work following the leave; or (3) any circumstances beyond the control of the employee, including, but not limited to, circumstances where the employer is responsible for the employee's failure to return (the employee is not returned to her same position or to a comparable position)

Employees on PDL, will accrue employment benefits, such as vacation time and sick time only when paid leave is being substituted for unpaid leave and only if the employee would otherwise be entitled to such accrual.

Employee benefits may be continued during the unpaid portion of the PDL according to the provisions of WRCOG's various employee benefit plans.

Return to Work Certification

Consistent with WRCOG's practice for other employees returning from a disability leave for reasons other than pregnancy, WRCOG requires that an employee returning from matters related to PDL provide a release to return to work from her health care provider stating she can resume her original job or duties.

Leave's Effect on Reinstatement

Employees returning from matters related to PDL generally are entitled to be

reinstated in the same position, subject to certain conditions, and consistent with applicable law.

Other Terms and Conditions of Leave

An employee's pregnancy-related disability is considered to be a serious health condition under FMLA and may run concurrently with an employee's FMLA leave. PDL will not run concurrently with CFRA leave. However, when eligible, an employee will be entitled to an additional 12-weeks of CFRA leave for the purpose of bonding with the newborn once the employee is no longer disabled due to her pregnancy.

H. Other Disability Leaves

In addition to medical and pregnancy-related disability leaves described above, an employee may take a temporary disability leave of absence if necessary to accommodate a workplace injury or a disability under the ADA or FEHA. Any disability leave under this section will run concurrently with any medical leave to which the employee is entitled under the FMLA / CFRA / California New Parent Leave.

Disability leaves under this section will be unpaid.

Employees taking disability leave must comply with the above medical leave provisions regarding substitution of paid leaves, notice, and medical certification.

If a disability leave under this section extends beyond 12 weeks in a 12-month period, the employee will not be entitled to any continued employer contributions towards any employee benefit plan unless otherwise required by law. An employee, however, may elect to continue participating in such benefit plans, at the employee's own expense, to the extent permitted by such plans.

The duration of a leave under this section shall be consistent with applicable law, but in no event shall the leave extend past the date on which an employee becomes capable of performing the essential functions of his or her position, with or without reasonable accommodation. For a full explanation of leave duration and reinstatement rights, employees should contact Human Resources.

I. Bereavement Leave

WRCOG grants a leave of absence to employees in the event of the death of the employee's spouse, child, parent, legal guardian, brother, sister, grandparent, or grandchild; or mother-, father-, sister-, brother-, son-, or daughter-in-law, registered domestic partner, aunt, uncle, niece, nephew or first cousins. An employee with such a death in the family may take up to five scheduled work days of paid time off, with the approval of WRCOG. The Executive Director must approve the use of sick leave for other family not named in the preceding or as

defined by Kin Care provisions.

J. Kin Care

Employees may use up to one-half of their yearly paid sick leave accrual to attend to a family member with an illness or for the preventative care of a family member. For purposes of this policy, “family member” includes an employee’s child, parent or guardian, spouse, registered domestic partner, grandchild, grandparent, and sibling. Leave for this purpose may not be taken until it has actually accrued. Please note that employees can use the entire amount of paid sick leave accrued pursuant to the sick leave policies located in the California Paid Sick Leave section of this Handbook to care for defined family members. Please contact Human Resources if you have any questions.

K. Workers’ Compensation Benefits

WRCOG carries workers' compensation insurance coverage as required by law to protect employees injured on the job. This insurance provides coverage for certain medical, surgical, and hospital treatment in addition to payment for a portion of any lost earnings that result from work-related injuries. Compensation payments generally begin on the first day of an employee's hospitalization or on the fourth day following the injury if an employee is not hospitalized. The cost of this coverage is paid completely by WRCOG. Employees may use accrued Paid Sick Leave, if such leave is available, for days in which the employee is not receiving worker’s compensation but suffers from a work-related injury.

L. Voluntary Time-Bank Policy

Time-Bank Program

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 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.

Eligible Employee

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.

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.

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, step-child, foster child, parent, grandparent, sibling, or any other person living in the immediate household of the employee.

Conditions and Procedures

- a. Only the Agency head (which includes the Executive Director, Deputy Executive Director, or Chief Financial Officer) may establish a Time-Bank for an employee within the department who is suffering a hardship due to a catastrophic illness or injury.
- b. 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 Agency head 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.
- c. 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.
- d. All donations to the Time-Bank shall remain confidential and are strictly voluntary.
- e. 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.
- f. 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.
- g. 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.

- h. 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.
- i. 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.
- j. 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.

M. Military Leave

WRCOG supports the military obligations of all employees and grants leaves to employees absent from work due to service in the uniformed service in accordance with applicable federal and state laws. Affected employees shall be entitled to all rights concerning Military Service Leave that are provided for in the California Military and Veterans' Code, and established in the federal Uniformed Services Employment and Reemployment Rights Act (USERRA).

Under USERRA, "uniformed services" includes the Army, Navy, Air Force, Marine Corps, Coast Guards, Reserves, Army National Guard, Air National Guard, commissioned corps of the Public Health Service, and any other category of people designated by the president in time of war or national emergency. "Service" is defined as:

- Active duty
- Active duty for training
- Initial active duty for training
- Inactive duty training
- Full-time National Guard duty
- Absences for examinations to determine fitness for active duty
- Absences for purposes of performing funeral honors duty.

Employees taking a Military Service Leave under USERRA is entitled to take a cumulative five years of leave. There are limited exceptions to this five-year leave period. Consult Human Resources for further clarifications. In addition to the above federal protections, California provides Military Service Leave to employees who are members of the California National Guard ordered into active state service for

emergency purposes or called to active duty, or who are members of the National Guard in another state and are called into service by the other state or by the president.

Employees who serve in the military and need to take time off for uniformed services, should contact the Human Resources office for information about their rights before and after such leave.

WRCOG will grant a Military Spouse Leave to employees who work 20 hours or more per week, who are spouses of military personnel, and who provide notice that their spouse will be on leave from deployment.

Employees may use accrued vacation or other paid leave (excluding Paid Sick Leave) while taking a Military Service or Military Spouse Leave. WRCOG will pay employees on a Military Service Leave under USERRA or California law their full pay, minus tax withholdings and deductions, for up to 30 days during the leave.

Employees placed on a Military Service Leave or Military Spouse Leave, will be reinstated to their position upon return from leave. However, WRCOG is not obligated to reinstate an employee to same position if (1) WRCOG business circumstances have changed so much that re-employment is impossible or unreasonable, (2) retraining or accommodating a disabled individual would pose an undue hardship for WRCOG, or (3) the employment prior to the leave was for a brief, non-recurrent period, and there was no reasonable expectation that the employment would continue indefinitely or for a significant period of time.

N. Jury Duty and Witness Leave

WRCOG will provide employees time off to serve, as required by law, on a jury or grand jury if the employee provides reasonable advance notice. WRCOG will also provide employees with time off to appear in court or other judicial proceedings as a witness to comply with a valid subpoena or other court order.

All employees will be granted an unlimited paid leave of absence.

Employees are required to provide reasonable advance notice of the need for jury and/or witness leave. Employees also are expected to report to work each day or portion of a day they are not performing jury / witness duty.

O. Time Off for Voting

If an employee does not have sufficient time outside of working hours to vote in an official state-wide election during the time the polls are open, the employee may request time off to vote. If possible, employees should make their request at least two days in advance of the election. Up to two hours of paid time off will be provided, at the beginning or end of the employee's regular shift, whichever will allow the freest time for voting and the least time off of work.

P. School Conference Involving Suspension

If an employee who is the parent or guardian of a child facing suspension from school is summoned to the school to discuss the matter, the employee should alert his or her supervisor or the Human Resources office as soon as possible before leaving work. In agreement with California Labor Code Section 230.7, no discriminatory action will be taken against an employee who takes time off for this purpose.

Q. School Activities Leave

WRCOG allows employees to take up to 40 hours of leave each year to participate in a child's school or child care related activities, such as teacher conferences, to enroll or re-enroll the child(ren) in school or with a licensed child care provider. Time off for these reasons shall not exceed eight hours in any calendar month. Employees may also take time off to address a school or child care emergency. There is no 8-hour per calendar month limit when taking leave for school or child care emergencies.

To be eligible to take a leave of absence under this policy, the employee must be a parent, legal guardian, grandparent, stepparent, foster parent, or person standing in loco parentis to a child of the age to attend kindergarten through grade 12 or of the age to attend a licensed child care provider.

Employees must first use available vacation time and take any remaining time off as unpaid.

R. External Employee Education Reimbursement

Some employees may need to attend training programs, seminars, conferences, lectures, meetings, or other outside activities for the benefit of WRCOG or the individual employees. Attendance at such activities, whether required by WRCOG or requested by individual employees, requires the written approval of the Executive Director if reimbursement for reasonable expenses is sought. To obtain approval, any employee wishing to attend an activity must submit a written request detailing all relevant information, including date, hours, location, cost, expenses, and the nature, purpose, and justification for attendance. Attendance at any such event is subject to the following policies on reimbursement and compensation:

For attendance at events required or authorized by WRCOG, customary and reasonable expenses will be reimbursed upon submission of proper receipts. Acceptable expenses generally include registration fees, materials, meals, transportation, and parking. Reimbursement policies regarding these expenses should be discussed with the Human Resources office in advance. For more information, please see the Executive Director and the specific reimbursement policies.

If WRCOG requires an employee to attend training programs, seminars, conferences, lectures, meetings, or other outside activities for the benefit of WRCOG, and the employee is a non-exempt employee, attendance at that event will be considered hours worked and will be compensated in accordance with normal payroll practices.

This Policy does not apply to an employee's voluntary attendance, outside of normal working hours, at formal or informal educational sessions, even if such sessions may generally lead to improved job performance. While the Executive Director generally encourages all employees to improve their knowledge, job skills, and promotional qualifications, such activities do not qualify for reimbursement or compensation under this Policy unless prior written approval is obtained as described previously.

S. Other Types of Leave

WRCOG offers additional leaves of absence according to applicable state and federal law. Please see the Human Resources office for additional information.

IX. EMPLOYEE BENEFITS

A. Health Benefits

In the event of an increase in medical insurance premium rates, all employees may be required to contribute to the cost of increased premiums to retain coverage.

During Employment

WRCOG provides health and medical benefits to its employees under the CalPERS Health Benefits Program pursuant to the Public Employees' Medical and Health Care Act (PEMHCA). Employees are eligible to participate in and receive certain employer-paid health benefits under the Program. The level of benefit varies depending upon the date of employment with WRCOG and applicable law. For additional information, please see the applicable Plan Document. Should the terms of this Policy and the applicable Plan Document conflict, the terms of the applicable Plan Document control.

During Retirement

Employees who retire from WRCOG may be eligible to receive continued health and medical benefits during their retirement. Please see the Human Resources office for additional information.

B. Pension Benefits

CalPERS Plan

All full- and part-time employees become members of CalPERS at the time of hire.

WRCOG pays only the employer contribution. Employees are responsible for the full membership contribution. The member contribution required depends on when the employee was hired. Please see the Human Resources office for more detailed information.

Applicable state and federal law govern these pension benefits, and to the extent this Policy conflicts with applicable state and federal law, applicable state and federal law control.

Deferred Compensation – 457 Plan

All full- and part-time employees are eligible to enroll in a 457 Deferred Compensation plan offered by WRCOG as of the first day of employment. This is an employee-funded plan. Maximum employee contribution is in accordance to the amount set by the federal law and as the plan allows. For additional information, please see the applicable Plan Document.

C. Other Benefits

Short-Term Disability Insurance

WRCOG provides short-term disability insurance for full- and part-time employees. The premiums are fully paid by the employee. Employees are required to enroll in the Program at the time of hire and must remain in the Program while employed at WRCOG. WRCOG agrees to provide these benefits subject to carrier requirements. Selection of the insurance provider(s) and the method of computing premiums is within the sole discretion of WRCOG management.

Contributions are made through a payroll deduction. Disability insurance is payable pursuant to applicable state law when the employee cannot work because of illness or injury not caused by employment at WRCOG, or when the employee is entitled to temporary workers' compensation at a rate less than the daily disability benefit amount. Specific rules and regulations governing disability are available from the Human Resources office, and are governed by applicable state and federal law

Dental Insurance

WRCOG provides dental insurance for full-time employees and their dependents. This benefit will also be provided to part-time employees on a pro-rata basis based on the hours worked. For additional information, please see the applicable Plan Document. Should the terms of this Policy and the applicable Plan Document conflict, the terms of the applicable Plan Document control.

Vision Insurance

WRCOG provides vision insurance for all full-time employees. This benefit will also be provided to part-time employees on a pro-rata basis based on hours worked. For additional information, please see the applicable Plan Document. Should the terms of this Policy and the applicable Plan Document conflict, the terms of the applicable Plan Document control.

Cafeteria Plan

- a. **Benefits:** WRCOG has established a cafeteria plan in accordance with Section 125 of the Internal Revenue Code in order to provide a variety of benefits to eligible employees and their covered dependents. For additional information, please see the applicable Plan Document. Should the terms of this Policy and the applicable Plan Document conflict, the terms of the applicable Plan Document control.
- b. **Health Benefit Incentive Policy:** Employees who wish to waive enrollment in a group health plan offered by CalPERS pursuant to PEMHCA and who demonstrate to the satisfaction of WRCOG their enrollment in another group health plan, shall receive cash incentive in lieu of health benefits. For additional information, please see the applicable Plan Document. Should the terms of this Policy and the applicable Plan Document conflict, the terms of the applicable Plan Document control.

X. PAID LEAVE FOR COVID-19 RELATED REASONS

A. Emergency Paid Sick Leave (“EPSL”)

WRCOG provides all employees with time off due to COVID-19 related reasons from January 1, 2021 through September 30, 2021 in accordance with California’s 2021 COVID-19 Supplemental Paid Sick Leave law. Employees may take leave if they are unable to work or telework for any of the following qualifying reasons:

1. Employee is subject to a COVID-19 related federal, state, or local quarantine or isolation order;
2. Employee has been advised by a health care provider to self-quarantine due to COVID-19 related concerns;
3. Employee is experiencing COVID-19 symptoms and seeking a medical diagnosis;
4. Employee is caring for an individual who is either subject to a COVID-19 quarantine or isolation order or advised to self-quarantine by a health care provider;
5. Employee is required to care for a child (under the age of 18) whose school or place of care closed, or the employee’s childcare provider is unavailable due to reasons related to COVID-19;
6. Employee is experiencing any other substantially-similar condition specified by the Secretary of Health and Human Services, in consultation with the Secretaries of Labor and Treasury;
7. Employee is seeking or awaiting the results of a diagnostic test for, or a medical diagnosis of, COVID-19 and the employee has been exposed to COVID-19 or WRCOG has requested the test or diagnosis; or
8. Employee is obtaining the COVID-19 vaccine or recovering from any injury, disability, illness, or condition related to the vaccine.

Full-time employees are eligible to take up to 80 hours of EPSL. Part-time employees with a regular weekly schedule, are entitled to a pro-rated number of hours equal to the number of hours the part-time employee is normally scheduled to work over two weeks. Part-time employees with variable schedules are entitled to take 14 times the average number of hours worked per day over the past six months. Prior EPSL time used prior to April 1, 2021, will not count towards to the maximum hours allowed under this policy.

Non-exempt employees will be paid the highest of the following for each hour of leave: (1) regular rate of pay for the workweek in which leave is taken, (2) state minimum

wage, (3) local minimum wage, or (4) the average hourly pay for the preceding 90 days (not including overtime pay). Exempt employees will be paid at the same rate of pay as wages are calculated for all other paid leave time. Under this policy, employees' pay will not exceed \$511 per day and a total of \$5,110.

Where leave is foreseeable, employees must provide notice as soon as practicable. WRCOG may also require the employee to provide further reasonable notice to continue to receive EPSL.

B. Emergency Family And Medical Leave (“EFML”) Policy

Under the Emergency Family and Medical Leave Expansion Act provided by the FFCRA and extended by the ARPA from April 1, 2021 through September 30, 2021, eligible employees may take up to 12 weeks of paid Emergency Family and Medical Leave (“EFML”), assuming the employee has not taken any prior EFML.

EFML may be used for the following qualifying reasons:

1. To care for children whose schools or place of care is closed or whose care provider is unavailable due to reasons related to COVID-19;
2. Starting April 1, 2021, for any of the qualifying reasons to take EPSL provided in the Emergency Paid Sick Leave Policy above.

Employees taking EFML receives two-thirds of the employee's regular rate of pay, subject to a daily pay cap of applicable minimum wage or \$200, whichever is greater, and a total of \$2,000 over a two-week period. To receive this paid EFML, the employee be employed by WRCOG for 30 calendar days and is unable to work or telework due to a bona fide need for leave to care for a child whose school or child care provider is closed or unavailable for reasons related to COVID-19.

Any unused EFML leave not taken by December 30, 2020, will not carryover to leave entitlement for the calendar year of 2021.

Leave taken under EFML and FMLA do not run concurrently. Additionally, any FMLA leave used for reasons unrelated to COVID-19, reduces the amount of EFML leave available.

APPENDIX

DEFINITION OF TERMS

The terms used in these Policies and Procedures have the operational meaning assigned to them below (except as may be otherwise stated in the individual policies and/or by applicable local, state or federal law):

Applicant: Any person submitting a formal completed application for employment with WRCOG.

At-will employee: At-will employees are those so designated by these Policies and Procedures or individuals that are employed by WRCOG pursuant to the terms of an individual employment contract which sets forth terms and conditions of employment. At-will employees may be terminated at any time, with or without cause, with or without advance notice, and without right of appeal or hearing.

Authorized position: A specific work position within WRCOG which is or may be held by an employee.

Casual employee: An employee of WRCOG scheduled on an irregular basis or on a regular basis for an average of 20 or fewer hours per week, not to exceed 960 hours in a calendar year. Such employees are at-will.

Compensation: Salary, wages, fees, benefits, allowances or other monies paid to or on behalf of an employee for personal services.

Continuous employment: Employment which is uninterrupted except by authorized absences.

Days: Calendar days, unless otherwise stated.

Demotion: The movement of an employee from one authorized position to another having a lower maximum base rate of pay.

Disciplinary action: Includes, but is not limited to, the discharge, demotion, reduction in pay, suspension, and/or oral or written reprimands of an employee.

Electronic systems and devices: Electronic systems and devices include, but are not limited to, electronic voice mail systems, cell phones, text messaging, computers and internet connections.

Employment list: A list of names of persons who may be considered for employment with WRCOG under specified conditions. Employment lists will be prepared as needed as determined by the Executive Director.

Employee: A person who is occupying a position in WRCOG's service or who is on an authorized leave of absence from such position.

Executive Committee: A committee comprised of four of the County Supervisors (with

the fifth being an alternate), the Mayor or Councilmember designee from each one of the member cities, one designated Board Member from each one of the member water districts, one designated Tribal Councilmember from the Morongo Band of Mission Indians, and the Riverside County Superintendent of Schools.

Executive Director: The Chief Administrative Officer of the Executive Committee, as set forth in the JPA. The powers and duties of the Executive Director are subject to the authority of the Executive Committee and include to appoint, direct and remove employees of WRCOG.

Fiscal Year: The fiscal year for WRCOG begins on July 1 and ends on June 30 of the next year.

Immediate supervisor: The most immediate person to whom an employee reports for work assignments and direction.

Intern: This is a paid and/or non-paid voluntary position for the purpose of on the job training.

Job classification: The descriptive title of a certain type of job performed by a WRCOG employee. Inherent in each classification are certain duties, responsibilities, and degrees of authority.

Layoff: The separation of an employee from WRCOG service which has been made necessary by lack of work or funds, reorganization, and other reasons not related to the fault, delinquency, or misconduct on the part of the employee.

Performance evaluation: A review and evaluation of an employee's performance and capabilities in the employee's authorized position by the employee's immediate supervisor or other manager.

Personnel Policies and Procedures Manual: A group of personnel policies and procedures concerning employment with WRCOG.

Position: A group of current duties and responsibilities assigned or delegated by competent authority and requiring the full- or part-time services of one employee.

Promotion: The movement of an employee from one position to another having a higher maximum salary rate with an increase in duties and responsibilities over the employee's present position.

Reduction in pay: A temporary or permanent decrease in salary.

Regular employee: A non-at-will employee hired before March 1, 2012, who has successfully completed the probationary period before March 1, 2012, and has been retained as hereafter provided in these Policies, and an at-will employee hired or reclassified from temporary or casual employee status to regular employee status on or after March 1, 2012, or an employee hired before March 1, 2012, but who completes the Probationary Period on or after March 1, 2012.

Reinstatement: The restoration without examination of a former employee or probationary employee to a position in which the employee formerly served as a regular non-probationary employee.

Resignation: Voluntary termination of employment by an employee.

Salary range: Categories which determine the minimum and maximum salary payable for each employment position.

Supervisor: A person who has responsibility for the direction of the work of a specific employee.

Suspension: Unpaid suspension is the temporary separation from service of an employee without pay for disciplinary purposes. Paid suspension is leave, with pay, wherein the employee is fully or partially relieved of duty, with pay and benefits, pending investigation of employee conduct or for other reasons deemed appropriate by WRCOG management.

Temporary employee: An employee hired for a specified purpose for a limited period of time, not to exceed 960 hours in a fiscal year. Such employees are at-will.

Termination: The involuntary separation of employment with WRCOG.

Transfer: The movement of an employee within a work unit or between work units from one position to another position having the same maximum salary, involving the performance of similar duties, and requiring substantially the same basic qualification.

Vacancy: An unfilled authorized position in WRCOG employment.

Work unit: A group of staff reporting to a single supervisor.

WRCOG: Western Riverside Council of Governments.

Years of service: A year of service with WRCOG is 12 consecutive months totaling 2,080 hours of compensated employment. Compensated employment includes wages, vacation, and sick leave utilized. Years of service expire six months after termination of employment with WRCOG.



WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS

Purchasing and Procurement Policy; Environmentally Preferable Purchasing and Environmentally Friendly Practices

August 2, 2021

PURCHASING

Purpose.

To assure purchases are accomplished in a manner providing the greatest value at the minimum cost to the public, and in an effort to protect the local environment, this Policy provides uniform procedures for acquiring materials, supplies, and equipment while being considerate of the associated environmental costs and impacts related to purchases. All purchases of materials, equipment, or supplies to be paid by the Western Riverside Council of Governments (WRCOG) must adhere to the methods, authority, and dollar limits of this Policy outlined below, except for contracts entered into prior to the effective date of this Policy.

Scope and Intent.

The authorizations set forth in this section are controlling throughout the entirety of this document and shall be held to be controlling when not specifically referenced. This Policy is adopted in efforts to:

- A. Provide for the cost effective use of public funds while also protecting the environment.
- B. Reduce unnecessary landfill waste and pollution through ecologically sound practices.
- C. Purchase goods and services that minimize negative environmental impacts for WRCOG and the community.
- D. Prioritize the purchasing and usage of recyclable products, which includes agricultural-based materials that are unbleached, lead-free, chlorine-free, mercury free, sustainably sourced, and environmentally friendly.

Responsibilities of the Executive Director.

The Executive Director or designee is responsible for (i) procurement of materials, supplies, and equipment; (ii) administration of this Policy; and (iii) ensuring the lowest reasonable cost that provides the maximum benefit to WRCOG, with efforts to minimize negative environmental costs.

GENERAL PURCHASE PROVISIONS.

Purchase Orders, Contracts, and Invoices.

- A. Purchase Order and Contract Approval. In general, purchases for WRCOG are processed once the appropriate procurement process is completed, and a vendor is selected.
- B. A Purchase Order will be generated for each procurement. Significant material, supply, and equipment purchases usually require the execution of a contract in addition to a purchase order.
- C. Prior to the payment of invoices or other demands for payment, the Executive Director or

designee shall review and approve, as appropriate, all invoices with all related documentation to ensure the proper and accurate disbursement of WRCOG funds.

- D. Under no circumstances shall any individual split orders or otherwise alter the process of purchasing materials, supplies, or equipment so as to circumvent the limits or provisions contained in this Policy.

Emergency Purchases.

In case of emergency, as reasonably determined by the Executive Director, the Executive Director may secure in the open market, at the lowest obtainable price, supplies, materials, or equipment required regardless of the amount of the expenditure.

During an emergency, the Executive Director may purchase supplies, materials, or equipment after it has been determined that the purchase constitutes an emergency purchase intended to prevent or mitigate the occurrence of one or more of the above referenced events. The Executive Director shall notify the Executive Committee Chairperson, if available, immediately after the decision to make an emergency purchase has been made.

Check Preparation.

All checks of any amount shall bear the signature of at least two of the following: the Executive Director, the Chief Financial Officer, or the Executive Committee Chairperson.

Exceptions to the Purchasing Policy Requirements; Waiver.

The provisions and limitations contained in this Policy do not apply to the payment for public utility service and accordingly the Executive Director or designee is authorized to disburse funds for these items in the appropriate amounts. The Executive Director may waive any of the requirements of this Policy other than the requirements of Section 2.3, provided such a waiver serves the best interests of WRCOG and does not violate any local, state, or federal law.

CONTRACTS FOR MATERIALS, SUPPLIES, AND EQUIPMENT

Purchases less than \$5,000.

Purchases of materials, supplies, and equipment having a total estimated value of less than \$5,000 may be made without formal or informal competitive bidding or competitive quotes. However, a reasonable effort is to be made at all times to ensure the most favorable terms for WRCOG in the procurement of all such materials, supplies, and equipment.

Purchases of \$5,000 to \$10,000.

Purchases of materials, supplies, and equipment having an estimated value of \$5,000 to \$10,000 may be made in the open market based on a minimum of three (3) verbal quotes obtained via telephone or in person, or based on competitive written quotations as described below. Purchases described in this section may be made with less than three (3) verbal quotes if reasonable efforts to obtain three (3) or more verbal quotes have failed to produce the required number of responsive quotes. In any event, a

reasonable effort is to be made at all times to insure the most favorable terms for WRCOG in the procurement of all such materials, supplies, and equipment.

Purchases over \$10,000.

Purchases of materials, supplies, and equipment having an estimated value of more than \$10,000 may be made in the open market based on a minimum of three (3) competitive written quotes.. Purchases described in this section may be made with less than three (3) competitive quotes if reasonable efforts to obtain three (3) or more written quotes have failed to produce the required number of responsive quotes. The competitive written quote process is further described as follows:

A. Notice Inviting Competitive Quotes. Requests for competitive quotes shall be solicited by written requests mailed, faxed, or e-mailed to prospective vendors. This notice inviting competitive quotes shall contain a clear and concise description of the desired materials, supplies, and equipment. The notice inviting competitive quotes shall also include a deadline for the submission of responsive quotes.

B. Record of Competitive Quotes. A written record of the responses from all vendors contacted shall be maintained with the respective purchase request. If appropriate, signed and dated telephone conversation records shall suffice for vendors that respond only by telephone.

C. Award of Competitive Quotes. Awards of purchases made under this section shall be to the lowest responsible vendor that complies with the specifications contained in the notice inviting competitive quotes. Awards made to vendors that did not provide the lowest cost shall be accompanied by written documentation explaining the reason or reasons for the award.

D. Period of Performance. Agreements shall be written for a period not to exceed three years from the date of award with no more than two options to renew or amend. Contracts shall not exceed a period of five consecutive years without prior approval from WRCOG's Executive Committee. Prior to obtaining this approval, the Executive Director shall provide written documentation to the Executive Committee regarding an extension of a contract beyond five years. No contract shall be extended beyond five years without Executive Committee approval.

E. Exceptions. The Executive Director shall have the authority to waive the requirements of this section in the following circumstances provided that the reasons for such a waiver are documented as part of the purchasing process:

- (i) The acquisition of materials, supplies and equipment in which WRCOG did not receive at least three quotes.
- (ii) The acquisition of materials, supplies and equipment when it is in the best interest of WRCOG to purchase name brand or sole source materials, supplies, or equipment, as determined by the Executive Director. Materials, supplies and equipment shall be considered obtainable from only one vendor when only one vendor offers it for sale, lease, or rental, or when only one vendor is able to provide the materials, supplies or equipment within the time frame and/or under the terms and conditions which reasonably meet the needs of WRCOG. Sole source purchases are appropriate when there is no suitable substitute for the desired materials, supplies and equipment.
- (iii) An emergency in accordance with procedures of Section 2.2 herein.

ENVIRONMENTALLY PREFERABLE PURCHASING AND PRACTICES

General.

In efforts to implement green initiatives, as requested by the California Department of Resources Recycling and Recovery (Cal Recycle), WRCOG is tasked to implement the Policy efforts contained herein. WRCOG will respect the following considerations in current and future program purchases and any correlated responsibilities, as applicable.

WRCOG will make efforts to:

Institute practices that expand current efforts to encourage reuse, recycling, and mitigate landfill waste to the best capacity fiscally available.

Purchase office supplies, toner cartridges, furniture, equipment, automotive parts, and other basic necessities that are remanufactured, refurbished, or are otherwise reusable, so long as they maintain equivalent quality to their non-renewable counterparts.

Purchase goods and services that are durable, reusable, refillable, and have extended longevity, when applicable.

Avoid the purchasing and consumption of single-use and disposable products unless no reasonable alternative is available.

Request the elimination of unnecessary packaging from vendors.

Specify preferences for packaging and materials that are reusable, recyclable, compostable, or returnable, when applicable.

Encourage the reuse, return, or safe disposal of electronic equipment once WRCOG finds it necessary to replace or discard such equipment, when possible.

When renewing out of date materials including, but not limited to, signage, pamphlets, program equipment, business cards, and printed materials, maintain their safe disposal or recycling in efforts to reduce landfill waste.

When printing or copying documents, default to dual sided / duplex printing to reduce the use and purchase of paper.

Attempt to source paper from sustainably-harvested forests or utilize recycled paper from green manufacturers.

Energy.

Purchase energy-efficient equipment with the most up-to-date technological functions, which includes high efficiency space heating and cooling.

Replace interior lighting fixtures with energy-efficient equipment such as Light Emitting Diodes (LED) lightbulbs and motion sensor light switches.

Purchase U.S. EPA Energy-Star certified products when available; otherwise, use products that are within the upper 25% of efficiency standards, as required by the Federal Energy Management Program.

Set sleep modes on all electronics – computers, copiers, fax machines, printers, and laptops – so as to reduce the use of energy by 70% in comparison to full-power modes.

Maintain current and upcoming energy programs, particularly the Regional Streetlight Program and the Western Riverside Energy Partnership (WREP), to utilize the most updated technology available and affordable, so as to achieve short- and long-term energy saving goals.

Utilize all current energy programs and partnerships, maximizing the usage of clean, renewable energy and mitigating unnecessary utilities costs.

Environment and Recycling.

Purchase paper and paper products that are responsibly sourced and easily recyclable.

Utilize minimally polluting, alternative fuel vehicles when applicable and available, and purchase future Agency vehicles to be of any variety to include, but not limited to, compressed natural gas, bio-based fuels, hybrids, electric, and fuel cells.

Purchase compostable, biodegradable, or recyclable plastic products in preference over other single-use and landfilling products.

Select products with minimal levels of volatile organic compounds, formaldehyde, and halogenated organic flame retardants when purchasing building materials and furniture, with preference to those with high recycled or recyclable content.

When working with oil and oil-related projects, require that, to the extent feasible, all involved materials, including sponges, drain containers, kits, and canisters, among other items, are reusable.

Require that, to the extent feasible, community programs that pertain to recycling, environmental protection, and waste reduction utilize updated ecological technology and reusable / recyclable materials.

Utilize janitorial supplies or request that cleaning services use Green Seal and EcoLogo™ certification standards to mitigate hazardous cleaning waste.

RESPONSIBILITIES

General.

The health and safety of workers and citizens is of utmost importance and takes precedence over all other practices. Nevertheless, WRCOG recognizes its duty to act in a fiscally responsible, as well as a timely, manner.

Nothing contained in this Policy shall be construed as requiring a department, purchases, or contractor to procure products that do not perform adequately for their intended use, exclude adequate competition, risk the health or safety of workers and citizens, or are not readily available at a reasonable price in a reasonable period of time.

Nothing contained in this Policy shall be construed as requiring WRCOG, any department, purchaser, or contractor to take any action that conflicts with local, state or federal requirements.

WRCOG has made significant investments in developing a successful recycling system and recognizes that recycled content products are essential to continuing viability of that recycling system and for the foundation of an environmentally sound production system. Therefore, to the greatest extent practicable, recycled content shall be included in products that also meet other specifications, such as chlorine free or bio-based.

Utilize Measure D Funds, Waste Import Mitigation Funds, or Recycled Product Procurement Funds, to support and implement the Policy to the extent allowable and eligible.

Implementation.

The Executive Director shall implement this Policy in coordination with other appropriate WRCOG staff.

Successful bidders will be required to certify in writing that any environmental attributes claimed in competitive bids are accurate. In compliance with State law, vendors will be required to specify the minimum or actual percentage of recovered and post-consumer materials in their products, even when such percentages are zero.

Upon request, WRCOG staff making a procurement selection from competitive bids shall be able to provide justification for product choices that do not meet the environmentally preferable purchasing criteria in this Policy.

Encourage vendors, contractors, and grantees to comply with applicable sections of this Policy for products and services provided to WRCOG.

Program Evaluation.

The Administration and Energy and Environmental Departments shall periodically evaluate the success of this Policy's implementation and report to the Executive Director of WRCOG.

DEFINITIONS

Defining Environmentally Preferable Products.

When determining whether a product is environmentally preferable, the following product attributes should be considered:

- i. Bio-based
- ii. Biodegradable
- iii. Carcinogen-free
- iv. Bio accumulative toxic (PBT)-free
- v. Chlorofluorocarbon (CFC)-free
- vi. Heavy metal (lead, mercury, cadmium) free
- vii. Low volatile organic compound (VOC) content
- viii. Made from renewable materials
- ix. Compostable

- x. Low toxicity
- xi. Recycled content
- xii. Reusable
- xiii. Reduced packaging
- xiv. Refurbished
- xv. Reduced greenhouse gas emission
- xvi. Energy, resource, and water efficient



WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS

Request for Proposal Issuance Policy

August 2, 2021

This Policy serves as a guideline for WRCOG when issuing a Request for Proposal (RFP) for professional services.

WRCOG regularly issues RFP's for a variety of professional services in support of WRCOG programs. Example services include consultant support for the Streetlight Program, Community Choice Aggregation Feasibility Study, On-Call Engineering Services, TUMF, and review of Development Impact Fees.

WRCOG's policy relating to the issuance of contracts in the Accounting Practices and Procedure Manual (Manual) specifies:

The Executive Director may issue a contract under \$100,000 under his Single Signature Authority, which does not require any approval by the Administration & Finance Committee or the Executive Committee. Contracts greater than \$100,000 but less than \$200,000 require approval of the Administration & Finance Committee but not the Executive Committee. All Contracts greater than \$200,000 require the approval of the Executive Committee.

WRCOG's (Manual), guides the Agency's actions related to many fiscal matters. The Manual addresses accounting issues such as accounts payable, accounts receivable, budgeting, and contracts. The Manual does not provide guidance regarding the issuance of an RFP, or a request for qualifications (RFQ). Staff updates the internal Manual regularly to address regulatory changes and maintain internal consistency with other documents such as the WRCOG Employee Policies and Procedures Manual. The Financial Manual is to be updated when this RFP Policy is adopted and following any futures updates to this Policy.

No RFP/RFQ is required for procurements under \$100,000, which is within the Executive Director's Single Signature Authority. However, WRCOG may still choose to issue an RFP for services less than this amount, depending on individual circumstances and the best interests of WRCOG.

An RFP is required for procurements between \$100,000 and \$200,000, unless the Executive Director makes a finding that one or more of the following conditions exist:

- o The required services are time-critical, and release of an RFP would cause an undue delay;
- o The service requires unique expertise or knowledge of the region, which is not generally available; therefore, an RFP is unlikely to generate a significant number of responses; and/or
- o WRCOG is responding to a request from a member agency.

If a contract is intended to be issued without an RFP based on one or more of the above circumstances, the Staff Report requesting approval of the contract in question must cite the applicable circumstance(s) and the facts supporting application of an exception to the RFP requirement.

An RFP is required for any contract in excess of \$200,000, unless waived by the Administration and Finance Committee .

The scoring criteria identified below will be used for RFPs. Prior to release of an RFP, each criteria will be assigned a weighting factor or a percentage of the total weight. The RFP should identify the factors to be considered in scoring.

Scoring Criteria

1. Technical approach;
2. Qualifications of proposer and project staff;
3. The overall quality and logic of the organization and staffing plan;
4. Project cost; and
5. Any other criteria determined relevant to a specific RFP.

References will be required, and judged on a pass/fail basis

Proposals will be evaluated utilizing the predetermined weighing factors/percentages in establishing a ranking for each proposal. As cost is only one element of the overall evaluation and scoring, the proposal offering the best value, and recommended for award, may not be the lowest cost proposal. Price reasonableness of a proposal will be established through independent cost estimates, or other due diligence conducted prior to recommendation for award.

In some instances, as part of the selection process, WRCOG may request a short list of the highest ranked proposers to present to staff or one of WRCOG's Committees. If provided for in the RFP documents, WRCOG may request best and final offers from a short list of the highest ranked proposers.

The successful proposer will be required to sign WRCOG's Standard Professional Services Agreement to receive the contract award. Proposers will be required to identify in their proposals any concerns or objections to the agreement's terms and conditions. Proposers will be required to propose any alternative language requested for consideration in their proposals. WRCOG should generally not consider objections to the agreement terms and conditions, or proposed alternative language not included in a proposal. If WRCOG cannot negotiate final contract terms and conditions acceptable to WRCOG, the Agency reserves the right to award the contract to another proposer.

**DEVICE MANAGEMENT AGREEMENT
WITH
THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS**

This Device Management Agreement defines standards, procedures, and restrictions for all employees with business uses for electronic devices and equipment issued by the Western Riverside Council of Governments. This Agreement aims to protect the integrity of the confidential business data that resides within WRCOG's technology infrastructure, including internal and external cloud services. This Agreement applies to all WRCOG employees, including full and part-time staff, Fellows, Interns, and other agents who use any electronic device to access, store, or backup data. This Agreement applies, but is not limited to, all devices and accompanying media, text messaging, voice mail systems that fit the following classifications:

- Smartphones
- Other mobile/cellular phones
- Tablets
- E-readers
- Portable media devices
- Laptop/notebook/ultrabook computers
- Wearable computing devices
- Any other mobile device capable of storing company data and connecting to a network

This agreement does not supersede the WRCOG Policies and Procedures Manual.

Name _____ you have been issued the following equipment as part of your employment with WRCOG.

Workplace Equipment		Home Office Equipment	Cellular Phone Model & Number
Laptop			
Desktop		Monitor	
Monitor		Printer	
Keyboard & Mouse		Docking Station	
Docking Station		Webcam	
Speakers			

NOW, THEREFORE, the parties hereto agree as follows:

1. Responsibilities.

All electronic communications, including all software, databases, hardware, and digital files, remain the sole property of WRCOG and are to be used only for WRCOG business and not for personal use. Authorized employees in WRCOG's IT department may override any applicable passwords or codes to inspect, investigate, or search an employee's electronic device files and messages.

2. Duties and Obligations of Employee.

- A. Employee will provide passwords and user access to WRCOG, IT Department including Apple Id.
- B. Employee will report immediately to his/her manager and WRCOG IT Department any incident or suspected incidents of unauthorized data access, data loss, and/or disclosure of company resources, databases, networks, etc.
- C. Employee will make no modifications to the hardware or software that change the nature of the device in a significant way.
- D. Employee will not install any applications that are not approved by WRCOG IT.
- E. Employee will maintain and use a separate device, including Apple Id for personal uses

3. Cessation of Employee Usage.

WRCOG may terminate an employee's use of WRCOG systems and demand the return of equipment, including cellular phones, at any time for any reason upon written or oral notice to the employee. In addition, an employee will be required to immediately return electronic equipment upon the occurrence of any of the following events:

- A. Change of job status or duties with WRCOG
- B. Termination of employment or retirement from WRCOG
- C. Upon request by WRCOG for any reason

4. Return of Company Property.

Following notification by WRCOG of the termination of the employee's use of equipment, the employee must return the equipment in the same condition in which it was delivered, excepting only ordinary wear and tear.

5. Failure to Comply with Policy.

If any employee fails to comply with the responsibilities and obligations under this Agreement, WRCOG will have the right to take possession of the equipment and terminate access without prior notice to the employee.

Dr. Kurt Wilson, Executive Director

Date

Employee, Title

Date



Western Riverside Council of Governments Executive Committee

Staff Report

Subject: PACE Compliance Activities Update

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

Date: August 2, 2021

Requested Action(s):

1. Direct staff to develop a coalition to pursue legislation to allow claims to be filed with the California Alternative Energy and Advanced Transportation Financing Authority (CAEATFA) PACE Loan Loss Reserve Program for fraud and identity theft.

Purpose:

The purpose of this item is to provide an update to the Executive Committee on WRCOG's compliance efforts related to the recently shuttered HERO and Residential PACE Programs.

Background:

WRCOG and Renovate America launched the HERO Program in 2011/2012 in Western Riverside County and expanded the Program statewide under the California HERO Program in 2014. During the Program's duration, over 90,000 HERO assessments were recorded across the entire state of California.

In October 2020, Renovate America violated the terms of its Administration Agreement with WRCOG by unilaterally ceasing operations of the HERO and California HERO Programs. In December 2020, Renovate America filed for Chapter 11 Bankruptcy protection. In January 2021, the WRCOG Executive Committee directed staff to wind down the residential component of the WRCOG PACE Program.

As of July 1, 2021, approximately 34,000 HERO assessments remain active and WRCOG remains responsible for the administration and servicing of those active assessments. This responsibility includes providing customer service, responding to requests for documents and information, processing assessment payoff requests, recording release of liens for assessments that are paid off, issuing refund checks to property owners who have overpaid their assessment, fielding, investigating, and responding to complaints from property owners, and coordinating and assisting in the resolution of complaints and investigations with the California Department of Financial Protection & Innovation (DFPI) and the California Contractors State Licensing Board.

With the departure of Renovate America, many of the responsibilities it was legally required to perform under its agreement with WRCOG have now shifted to WRCOG staff and legal counsel. This report will provide an overview of recent WRCOG Compliance activities and seek direction on potential legislation that could address some of the most egregious examples of contractor fraud and manipulation of the Program.

On May 26, 2021, the DFPI notified WRCOG staff of an ongoing investigation into a PACE solicitor, Martinez Construction, which had allegedly engaged in identity theft and fraud causing 10 property owners in San Diego County to be burdened with HERO assessments they never agreed to and for work that was never performed. Upon learning about this investigation, WRCOG staff initiated its own investigation utilizing recorded calls between Renovate America and the purported home owner(s) and geolocation tracking on where documents were signed electronically. Additionally, upon review of the HERO assessments involved, it became clear that four of the assessments are part of ongoing lawsuits WRCOG is currently being defending itself against, due to Renovate America's failure to fulfill its contractual obligations of defending WRCOG in all lawsuits brought from property owners. WRCOG's investigation confirmed the findings from the DFPI and determined that all these assessments were, in fact, invalid, due to the failure of the actual property owners to participate in a legally required Confirmed Terms call and the fact that no work was done at all on the properties.

After consultation with legal counsel, it was determined that the appropriate course of action was to payoff all the invalid assessments, refund any monies paid by the property owners for these invalid assessments, and record a release of lien to remove the assessment from the properties' tax bill.

It should be noted that WRCOG was defrauded along with these property owners. The funds used to pay off the assessments and return money paid on the property owners' behalf totaled more than \$450,000 and came from the WRCOG PACE Program budget. WRCOG is not the beneficiary of the bonds it issues as part of the PACE Program, so for the bonds to be paid in full and avoid default, WRCOG had to payoff the assessments with its own funds.

While widespread instances of this level of fraud and identity theft is uncommon, it is neither appropriate nor reasonable for WRCOG to be responsible for paying off invalid assessments resulting from criminal behavior such as identity theft and the placement of illegal assessments on residential home owners. WRCOG staff is seeking direction from the Executive Committee to begin developing a coalition of other PACE bond issuers in California, consumer rights advocates and others to develop legislation that will allow for the PACE Loan Loss Reserve Program, administered by the California Alternative Energy and Advanced Transportation Financing Authority (CAEATFA), to be made available for property owners who have been the victim of fraud to file a claim so the total assessment can be paid off and the lien removed from the property. Currently, State law only allows for claims to be made on the Loss Reserve Program by banks who have suffered a loss due to a property with a PACE assessment that has been foreclosed upon.

Prior Action(s):

None.

Fiscal Impact:

There is no fiscal impact associated with this item.

Attachment(s):

None.