



Western Riverside Council of Governments Executive Committee

AGENDA

**Monday, October 5, 2020
2:00 p.m.**

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

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

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

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SPECIAL NOTICE – COVID-19 RELATED PROCEDURES IN EFFECT

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

To follow the Order issued by the Governor, the Executive Committee meeting scheduled for Monday, October 5, 2020, at 2:00 p.m. will be held via video and teleconference and any members of the public can attend electronically. Members of the public may send public comments by emailing snelson@wrcog.us, or calling (951) 405-6703 before or during the meeting, prior to the close of public comment.

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

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

1. CALL TO ORDER (Kevin Bash, Chair)

2. ROLL CALL

3. PUBLIC COMMENTS

At this time members of the public can address the Executive Committee regarding any items within the subject matter jurisdiction of the Executive Committee that are not separately listed on this agenda. Members of the public will have an opportunity to speak on 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 Executive Committee in writing and only pertinent points presented orally.

4. CONSENT CALENDAR

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

Action items:

- A. Summary Minutes from the September 14, 2020, Executive Committee Meeting are Available for Consideration. P. 1**

Requested Action: 1. *Approve the Summary Minutes from the September 14, 2020, Executive Committee meeting.*

- B. TUMF Program Activities Update: Approval of Reimbursement Agreements and Reimbursement Agreement Amendments P. 9**

Requested Actions: 1. *Authorize the Executive Director to execute a TUMF Reimbursement Agreement with the City of Temecula for the Right-of-Way Phase of the French Valley Parkway (Jefferson Avenue to Ynez Road) Project in an amount not to exceed \$1,500,000.*

2. *Authorize the Executive Director to execute a TUMF Reimbursement Agreement with the City of San Jacinto for the Project Advancement & Environmental Document, Project Specifications & Engineering, Right-of-Way, and Construction Phases of the State Street Widening Project from Gilman Springs Road to Quandt Ranch Road in an amount not to exceed \$1,138,000.*

3. *Authorize the Executive Director to execute a TUMF Reimbursement Agreement Amendment with the County of Riverside for the Project Advancement & Environmental Document, and Construction Phases of the Hamner Avenue Bridge over the Santa Ana River Project in an amount not to exceed \$4,750,000.*

Information items:

- C. Finance Department Activities Update *Andrew Ruiz* P. 51
Requested Action: 1. Receive and file.
- D. Regional Streetlight Program Activities Update *Daniel Soltero* P. 57
Requested Action: 1. Receive and file.
- E. Environmental Department Programs Activities Update *Kyle Rodriguez* P. 59
Requested Action: 1. Receive and file.
- F. WRCOG Committees and Agency Activities Update *Chris Gray* P. 63
Requested Action: 1. Receive and file.
- G. Report out of WRCOG Representatives on Various Committees *Rick Bishop* P. 73
Requested Action: 1. Receive and file.
- H. Activities Update from the Eastern Municipal Water District / Western Municipal Water District *Ronald Sullivan, Brenda Dennstedt* P. 83
Requested Action: 1. Receive and file.

5. REPORTS / DISCUSSION

- A. Report from the League of California Cities *Erin Sasse, League of California Cities* P. 89
Requested Action: 1. Receive and file.
- B. PACE Programs Activities Update: Review of WRCOG's PACE Programs Consumer Protections and Deferral of Judicial Foreclosure on Delinquent PACE Properties *Casey Dailey, WRCOG* P. 91
Requested Action: 1. Adopt 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.

Requested Action: 1. Receive and file.

**6. REPORT FROM THE TECHNICAL ADVISORY
COMMITTEE CHAIR**

Andy Okoro

7. REPORT FROM COMMITTEE REPRESENTATIVES

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

8. REPORT FROM THE EXECUTIVE DIRECTOR

Rick Bishop

9. ITEMS FOR FUTURE AGENDAS

Members

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

10. GENERAL ANNOUNCEMENTS

Members

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

11. CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION

Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: 1 case

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

13. ADJOURNMENT

Western Riverside Council of Governments

4.A

Regular Meeting

~ Minutes ~

Monday, September 14, 2020

2:04 PM

Zoom Platform

1. CALL TO ORDER

The meeting was called to order by Chair Kevin Bash at 2:04 p.m. on September 14, 2020, on the Zoom virtual platform.

2. CALL TO ORDER

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

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

3. PUBLIC COMMENTS

Sparky Abraham spoke on the PACE Program with regard to mortgage delinquencies and foreclosures.

Kathleen Eagen Murray spoke on the PACE Program with regard to practices of Renovate America.

Helen Divlak spoke on the PACE Program regarding a PACE assessment on her mother's property.

4. CONSENT CALENDAR

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

A. Summary Minutes from the August 3, 2020, Executive Committee Meeting are Available for Consideration

Action: 1. *Approved the Summary Minutes from the August 3, 2020, Executive Committee meeting.*

B. 4th Quarter Draft Budget Amendment for Fiscal Year 2019/2020

Action: 1. *Approved the 4th Quarter Draft Budget Amendment for Fiscal Year 2019/2020.*

C. Finance Department Activities Update

Action: 1. *Received and filed.*

D. Regional Streetlight Program Activities Update

Action: 1. *Received and filed.*

E. Western Riverside Energy Partnership Program Activities update

Action: 1. *Received and filed.*

F. WRCOG Committees and Agency Activities Update

Action: 1. *Received and filed.*

G. Report out of WRCOG Representatives on Various Committees

Action: 1. *Received and filed.*

5. REPORTS / DISCUSSION**A. Report from the League of California Cities**

Erin Sasse, League of California Cities representative, reported on a number of bills it would like to see vetoed.

Senate Bill (SB) 1159 (Hill. Workers' compensation: COVID-19: critical workers.) codifies the Governor's Executive Order of a few months ago. This bill requires a refutable presumption that all public safety and health care workers would have contracted COVID-19 from their employment.

SB 1383 (Wieckowski. Planning and zoning: general plan: zoning regulations: charter cities.) extends paid family emergency leave for an additional 12 weeks.

Assembly Bill (AB) 685 (Reyes. COVID-19: imminent hazard to employees: exposure: notification: serious violations.) would require cities to provide notification within one day if an employee were to contract the Coronavirus.

The League is asking the Governor to support and sign AB 992 (Mullin. Open meetings: local agencies: social media.) which would allow elected officials to conduct correspondence with constituents via social media.

The League supports SB 1441 (Ridley-Thomas. Healing arts practitioners: substance abuse.), which extends the ability for a city to collect utility user taxes until the year 2026.

The League's annual conference is scheduled virtually for October 7 – 9, 2020.

Action: 1. *Received and filed.*

B. Update on Exploring the Formation of a Riverside County Economic Development Corporation

Elisa Laurel, WRCOG Program Manager, reported that in 2012 this Committee identified six pillars in which WRCOG's programs are based upon, one of which is Economic Development.

A Subregional Economic Development Corporation (EDC) would deliver a regional benefit, focuses on WRCOG core programming, and is a key element of WRCOG's Economic Development and Sustainability Framework. The lack of funding, however, puts this initiative at a medium level difficulty in terms of pursuing this initiative.

Staff are conducting outreach with stakeholders on best practices statewide and nationally. Three common themes include operating as a region is paramount to success, provide a full suite of services to businesses, and regional branding and identity.

An example of a successful EDC is the Economic Development Collaborative which consists of the Counties of Los Angeles, Santa Barbara, and Ventura. This Collaborative was founded in 1996 and has assisted over 9,200 businesses, supported and/or created over 41,600 jobs, and has attracted \$15M in venture capital.

A subregional EDC for Western Riverside County would not replace existing business activity efforts associated with Chambers of Commerce, nor would it replace any existing city or county economic development efforts. Rather, it would serve to complement these activities ongoing in

the economic space.

An EDC Board and governance options include the potential formation of a Joint Powers Authority, a non-profit, or a Benefit Corporation. A Steering Committee and a Technical Advisory Committee will be formed to examine governance and other related issues further. Contingent on funding and governance formation, a subregional EDC could be launched by April 2021.

The Southern California Association of Governments (SCAG) is making available \$1.6M to WRCOG for programs that can increase the production of housing. WRCOG will be asking SCAG to approve the use of some of this funding for the EDC.

Committee member Karen Spiegel asked if staff have had discussions with any of the local cities or county departments.

Mrs. Laurel responded that staff have met with a majority of WRCOG's member jurisdictions, specifically with city managers and economic development staff.

Committee member Matt Liesemeyer asked what the cross section of the stakeholders would be in forming Steering and Technical Advisory Committees by October 2020.

Mrs. Laurel responded that the hope is that the Committees include a representative from each of WRCOG's member jurisdictions. The Committees would meet on a monthly basis and work to prepare a work program.

Action: 1. *Received and filed.*

C. Future Forward Webinar Series Activities Update

Elisa Laurel, WRCOG Program Manager, reported that this monthly webinar series launched in April 2020 and focuses on innovation during times of disruption. The series serves as an innovative platform to distribute information relevant to WRCOG's member jurisdictions in the current COVID-19 climate. The upcoming September episode will be a conversation with up-and-coming young professionals on what young professionals want. The October episode will focus on opportunity zones.

Action: 1. *Received and filed.*

D. Activities Update from the Eastern Municipal Water District / Western Municipal Water District

Tim Barr, Western Municipal Water District Deputy General Manager, reported that Per- and Polyfluoroalkyl Substances (PFAS) are a class of man-made, water-repellent chemicals that do not break down easily and can build up over time. The production of Perfluorooctanoic acid (PFOA) and Perfluorooctane Sulfonic acid (PFOS) has voluntarily ceased in the United States.

PFOS and PFOA are found in fabric protectants such as Scotch Guard, cookware, food packaging and wrappers, and Fire extinguishers. The production and use of these substances have resulted in environmental and human exposure. At high concentration levels these substances are dangerous. The effects of minor doses are currently unknown.

Maximum Contaminate Levels (MCL) of PFAS and PFOA are enforceable by the Federal Environmental Protection Agency (EPA) and the State of California. The State's notification level is set at 5.1 parts per trillion (ppt) for PFOA and 6.5 ppt for PFOS. This is the lowest level at which technology can detect these substances. The EPA's Lifetime Health advisory combined level of PFOA and PFOS is 70 ppt. In contrast, the current response level for water providers in the state is at 10 ppt for PFOA and 40 ppt for PFOS.

A part per trillion is defined as a single drop of water in the equivalent of 20 Olympic-sized swimming pools, or more than 13M gallons.

Potatoes contain 70 ppt of PFAS. Household dust and carpet fibers contain anywhere between 10k to 50k ppt of PFAS. Butter contains 1,070 ppt of PFAS. There are hundreds of other products humans are exposed to which contain PFAS. Solid, fact-based science is necessary in decision-making before passing expensive drinking water treatment processes on to the water customers. It should be noted that removing these substances from water does not remove it from food packaging and fabrics.

Paul Jones, Eastern Municipal Water District General Manager, reported on a number of bills that the water districts support, such as Assembly Bill (AB) 2560 (Quirk. Water quality: notification levels and response levels: procedures.) which will allow for a public hearing process before the state and state water boards set response and notification levels.

AB 2762 (Muratsuchi. Cosmetic products: safety) prohibits the sale, manufacturing, and delivery of certain cosmetics with a number of contaminants, including PFAS.

Senate Bill 1044 (Allen. Firefighting equipment and foam: PFAS chemicals.) prohibits the sale and use of Class B fire fighting foam for training purposes, and requires notification on fire protective equipment which includes PFAS.

The water districts are tracking federal legislation, such as House Rule (H.R.) 6395 (Smith. William M. (Mac) Thornberry National Defense Authorization Act for Fiscal Year 2021.) which would require the Department of Defense (DOD) to provide more funding to address PFAS issues. Given the significant differences between the federal and state standards, this bill would require that the federal government and DOD mitigate any contamination it has caused to the locally applicable standard; the water districts are in support of this initiative.

Water districts have concern with and are opposing H.R. 7608 (Lowey. State, Foreign Operations, Agriculture, Rural Development, Interior, Environment, Military Construction, and Veterans Affairs Appropriations Act, 2021.) which would designate PFAS as a hazardous substance under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) and has implications in that it creates a chain of liability. If there are trace amounts of PFAS in water which passes through a wastewater plant and into biosolids, then the water agencies would be in the chain of liability even though it did not produce the product.

PFAS-related regulations need to be scientifically based and need to correlate with health effects. PFAS should be addressed through the regulatory process, not by a legislative vehicle. The focus of PFAS reduction efforts need to be on producers of the chemicals, not the water districts.

Committee member Jason Scott asked if bottled water companies are required to follow similar guidelines.

Mr. Jones responded that these types of companies are regulated by the U.S. Food and Drug Administration and therefore have different requirements than public water systems.

Committee member Kelly Seyarto asked why it is so expensive to remove PFAS and/or PFOA from water and what the process is.

Mr. Jones responded that the typical process is granular activated carbon treatment. The cost of this treatment would add approximately 60% to 70% to the average cost of water produced.

Committee member Brenda Dennstedt added that any decision made to improve the process of delivering water to customers is based upon specific science. Humans have been exposed to these chemicals for generations. The water districts are trying to understand what the health affects are to remove that one drop out of 20 Olympic-sized pools.

Action: 1. *Received and filed.*

D. Activities Update from the Riverside County Superintendent of Schools

Dr. Judy White, Riverside County Superintendent of Schools, reported that the Riverside County Office of Education (RCOE) received and distributed more than 1.7M masks and thousands of gallons of sanitizer to students and staff at all school districts.

All schools have opened in a distance learning capacity. Most districts have the capacity to provide teachers with the option of teaching from home or from the school classroom. Live instruction is mandated by the state. Testing and assessments are required to occur on a regular basis. Teachers are now required to log the time they are spending with parents, which is different from the initial school closure of this past spring.

Moving forward, schools cannot reopen for face-to-face instruction if they are within a county that is within the purple tier of the State's color-coded, four-tier system. School districts can apply for a waiver for elementary school students to attend in person.

Schools can bring in multiple cohorts of no more than 16 students and teachers combined without a waiver, but with communication with the State Public Health Department. The schools are not allowed to have more than 25% campus capacity. Masks, face shields, and/or draping's are required. Districts are asked to prioritize students with special needs.

Dr. White thanked the Committee members for their participation in the "All For One" campaign. All students should have a device by November 1, 2020; computers are on back-order.

The current challenge is connectivity. Some areas still need cell towers. RCOE is engaging in conversations with partners, local agencies, and the state to build towers.

Action: 1. *Received and filed.*

6. REPORT FROM THE TECHNICAL ADVISORY COMMITTEE CHAIR

Andy Okoro reported that the Technical Advisory Committee (TAC) received a presentation on the formation of an Economic Development Corporation. The TAC is generally in support of this initiative; however, the one item of concern was securing funding to ensure this initiative is sustainable.

7. REPORT FROM COMMITTEE REPRESENTATIVES

Micheal Goodland, Southern California Association of Governments' (SCAG) Community, Economic, and Human Development Committee representative, reported that SCAG's Regional Council adopted Connect SoCal and approved the 2020/2021 Sustainable Communities Guidelines.

8. REPORT FROM THE EXECUTIVE DIRECTOR

Rick Bishop had no report.

9. ITEMS FOR FUTURE AGENDAS

Committee member Crystal Ruiz would like an update on the PACE Programs regarding the issues raised today.

10. GENERAL ANNOUNCEMENTS

Committee member Micheal Goodland announced that the City of Jurupa Valley has hired a new Economic Development Manager.

11. NEXT MEETING

The next Executive Committee meeting is scheduled for Monday, October 5, 2020, at 2:00 p.m., on the Zoom platform.

12. ADJOURNMENT

The meeting was adjourned at 3:33 p.m.

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Western Riverside Council of Governments Executive Committee

Staff Report

Subject: TUMF Program Activities Update: Approval of Reimbursement Agreements and a Reimbursement Agreement Amendment

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

Date: October 5, 2020

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

Requested Actions:

1. *Authorize the Executive Director to execute a TUMF Reimbursement Agreement with the City of Temecula for the Right-of-Way Phase of the French Valley Parkway (Jefferson Avenue to Ynez Road) Project in an amount not to exceed \$1,500,000.*
2. *Authorize the Executive Director to execute a TUMF Reimbursement Agreement with the City of San Jacinto for the Project Advancement & Environmental Document, Project Specifications & Engineering, Right-of-Way, and Construction Phases of the State Street Widening Project from Gilman Springs Road to Quandt Ranch Road in an amount not to exceed \$1,138,000.*
3. *Authorize the Executive Director to execute a TUMF Reimbursement Agreement Amendment with the County of Riverside for the Project Advancement & Environmental Document, and Construction Phases of the Hamner Avenue Bridge over the Santa Ana River Project in an amount not to exceed \$4,750,000.*

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

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

City of Temecula:

1. The French Valley Parkway (Jefferson Avenue to Ynez Road) Project Agreement sets the amount of funding in the Right-of-Way (ROW) Phase to an amount not to exceed \$1,500,000.

City of San Jacinto:

1. The State Street Widening Project from Gilman Springs Road to Quandt Ranch Road Agreement sets the amount of funding in the Project Advancement & Environmental Document (PA&ED), Project Specifications & Engineering, ROW, and Construction Phases at an amount not to exceed \$1,138,000.

County of Riverside:

1. The Hamner Avenue Bridge over the Santa Ana River Project Agreement is amended to increase the Construction phase by \$4,500,000, consistent with the TUMF Northwest Zone Transportation Improvement Plan. The Agreement covers the PA&ED and Construction Phases in an amount not to exceed \$4,750,000.

Prior Action:

None.

Fiscal Impact:

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

Attachments:

1. TUMF Reimbursement Agreement with the City of Temecula for the French Valley Parkway (Jefferson Avenue to Ynez Road) Project.
2. TUMF Reimbursement Agreement with the City of San Jacinto for the State Street (Gilman Spring Road to Quandt Ranch Road) Project.
3. TUMF Reimbursement Agreement Amendment with the County of Riverside for the Hamner Avenue Bridge over the Santa Ana River Project.

Item 4.B

TUMF Program Activities Update:
Approval of Reimbursement
Agreements and a Reimbursement
Agreement Amendment

Attachment 1

TUMF Reimbursement Agreement
with the City of Temecula for the
French Valley Parkway (Jefferson
Avenue to Ynez Road) Project

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**TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM
AGREEMENT TO REIMBURSE TUMF FUNDS
French Valley Parkway Phase III (Jefferson Avenue to Ynez Road)
Right-of-Way (ROW)**

THIS REIMBURSEMENT AGREEMENT (“Agreement”) is entered into as of this day of October 5, 2020, by and between the Western Riverside Council of Governments (“WRCOG”), a California joint powers authority and City of Temecula, a California municipal corporation 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 **French Valley Parkway Phase III (Jefferson Avenue to Ynez Road)**, (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 Estimate
- 3) R/W – Right of Way Acquisition and Utility Relocation
- 4) CON - Construction & Construction Engineering

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, Five Hundred Thousand Dollars (\$1,500,000)**, to be used for reimbursing the AGENCY for eligible Project expenses as described in Section 3 herein (“Funding Amount”). The Parties acknowledge and agree that the Funding Amount may be less than the actual cost of the Project. Nevertheless, the Parties acknowledge and agree that WRCOG shall not be obligated to contribute TUMF Program Funds in excess of the maximum TUMF share identified in the TUMF Nexus Study (“Maximum TUMF Share”), as may be amended from time to time.

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

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

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

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

(b) Review and Reimbursement by WRCOG. Upon receipt of an invoice from the AGENCY, WRCOG may request additional documentation or explanation of the Project costs for which reimbursement is sought. Undisputed amounts shall be paid by WRCOG to the AGENCY within thirty (30) days. In the event that WRCOG disputes the eligibility of the AGENCY for reimbursement of all or a portion of an invoiced amount, the Parties shall meet and confer in an attempt to resolve the dispute. If the meet and confer process is unsuccessful in resolving the dispute, the AGENCY may appeal WRCOG’s decision as to the eligibility of one

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

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

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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 **Aaron Adams, 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 Temecula
 41000 Main Street
 Temecula, CA 92590
 Attn: Mr. Aaron Adams, City Manager
 Telephone: (951) 694-6463

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 TEMECULA

By: _____ Date: _____
Rick Bishop
Executive Director

By: _____ Date: _____
Aaron Adams
City Manager

Approved to Form:

ATTEST:

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

By: _____ Date: _____
Randi Johl, City Clerk

Approved to Form:

By: _____ Date: _____
Peter M. Thorson
City Attorney

EXHIBIT “A”

SCOPE OF WORK

SCOPE OF WORK: Right of Way (ROW – Determine project right of way requirements for acquisitions, easement, temporary construction easement, and impacts to existing improvements. Obtain title reports, perform appraisals, and negotiate settlement for the purchase of real property or properties. Perform relocation assistance including research for comparable properties and engineering for individual site revision plans and construction (if applicable or necessary).

EXHIBIT “A-1”

ESTIMATE OF COST

Phase	TUMF	LOCAL	TOTAL
PA&ED			
PS&E			
RIGHT OF WAY	\$1,500,000	\$0	\$1,500,000
CONSTRUCTION			
TOTAL	\$1,500,000	\$0	\$1,500,000

EXHIBIT “A-2”

PROJECT SCHEDULE

TIMETABLE:

Phase	Estimated Completion Date
PA&ED	FY23/24
PS&E	FY24/25
RIGHT OF WAY	FY24/25
CONSTRUCTION	FUTURE

Item 4.B

TUMF Program Activities Update:
Approval of Reimbursement
Agreements and a Reimbursement
Agreement Amendment

Attachment 2

TUMF Reimbursement Agreement
with the City of San Jacinto for the
State Street (Gilman Spring Road to
Quandt Ranch Road) Project

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**TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM
AGREEMENT TO REIMBURSE TUMF FUNDS
STATE STREET WIDENING FROM GILMAN SPRINGS ROAD TO QUANDT RANCH
ROAD PA&ED, DESIGN, RIGHT OF WAY AND CONSTRUCTION**

THIS REIMBURSEMENT AGREEMENT (“Agreement”) is entered into as of this day of October 5, 2020, by and between the Western Riverside Council of Governments (“WRCOG”), a California joint powers authority and **the City of San Jacinto (the “CITY”)**. 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 **State Street Widening from Gilman Springs Road to Quandt Ranch Road** (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 One Hundred Thirty Eight Thousand (\$1,138,000.00)** 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.

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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 **Stuart E. McKibbin, City Engineer**, or his or her designee, as the AGENCY's representative to WRCOG. The AGENCY's representative shall have the authority to act on behalf of the AGENCY for all purposes under this Agreement and shall coordinate all activities of the Project under the AGENCY's responsibility. The AGENCY shall work closely and cooperate fully with WRCOG's representative and any other agencies which may have jurisdiction over or an interest in the Project.

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(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 San Jacinto
595 S. San Jacinto Ave.
San Jacinto, Ca 92583
Attn: Stuart E. McKibbin
Telephone: 951-654-3592
email: Stuart@trilakeconsultants.com

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 SAN JACINTO

By: _____ Date: _____
Rick Bishop
Executive Director

By: _____ Date: _____
Robert Johnson
City Manager

Approved to Form:

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

EXHIBIT “A”

SCOPE OF WORK

SCOPE OF WORK:

Project Approval and Environmental Document (PA&ED) under CEQA, Design of the State Street Widening from two to four lanes (2 lanes in each direction) from Gilman Springs Road to Quandt Ranch Road, right of way acquisition for project implementation, and construction and construction engineering.

EXHIBIT “A-1”

ESTIMATE OF COST

Phase	TUMF	LOCAL	TOTAL
PA&ED\$	\$59,535.00	.00	\$59,535.00
PS&E	\$149,121.00	.00	\$149,121.00
RIGHT OF WAY	\$247,779.00	.00	\$247,779.00
CONSTRUCTION	\$681,565.00	.00	\$681,565.00
TOTAL	\$1,138,000	.00	\$1,138,000.00

EXHIBIT “A-2”

PROJECT SCHEDULE

TIMETABLE:

Phase	Estimated Completion Date	Estimated Cost	Comments
PA&ED	12/30/2021	\$59,535.00	
PS&E	06/30/2022	\$149,121.00	
RIGHT OF WAY	06/30/2022	\$247,779.00	
CONSTRUCTION	06/30/2023	\$681,565.00	
TOTAL		\$1,138,000.00	

Item 4.B

TUMF Program Activities Update:
Approval of Reimbursement
Agreements and a Reimbursement
Agreement Amendment

Attachment 3

TUMF Reimbursement Agreement
Amendment with the County of
Riverside for the Hamner Avenue
Bridge over the Santa Ana River
Project

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**AMENDMENT NO. 1 TO TRANSPORTATION UNIFORM MITIGATION FEE
PROGRAM AGREEMENT**

HAMNER AVENUE BRIDGE (1,200' OVER SANTA ANA RIVER)

This Amendment No. 1 to Transportation Uniform Mitigation Fee Program Agreement (“Amendment No. 1”) is entered into this October 5, 2020, by and between the **WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS** (“WRCOG”) and **COUNTY OF RIVERSIDE** (“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 8, 2013** (“Agreement”). The Agreement provides the terms and conditions, scope of work, schedule and funding amount for the construction of the **Hamner Avenue Bridge (1,200' Over Santa Ana River)** (hereinafter the “Project”).

B. The Parties desire to amend the Agreement by increasing the funding amount pursuant to Sections 6 and 35 of the Agreement.

C. The funding amount specified in the Agreement is being amended to match the funding amount shown in the current Northwest Zone 5-year Transportation Improvement Plan (TIP) for this project. Funds are being increased for this Project because new funding has become available.

AGREEMENT

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

1. The Funding Amount contained in Section 2 of the Agreement is hereby increased by **Four Million Five Hundred Thousand Dollars (\$4,500,000)** from **Two Hundred Fifty Thousand Dollars (\$250,000)** to an amount not to exceed **Four Million Seven Hundred Fifty Thousand Dollars (\$4,750,000)** for the Project Approval & Environmental Document (PA&ED) and Construction Phases (CON) only.

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

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

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

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

WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS

COUNTY OF RIVERSIDE
TRANSPORTATION DEPARTMENT

By: _____
Rick Bishop
Executive Director

By: _____
Patricia Romo
Director of Transportation

Approved to Form:

Approved to Form:
Gregory Priamos
County Counsel

By: _____
Steven C. DeBaun
General Counsel

By: _____
Deputy County Counsel

APPROVAL BY THE COUNTY BOARD
OF SUPERVISORS

By: _____
Chairman, Riverside County Board of
Supervisors

Attest:
Kecia Harper
Clerk of the Board

By: _____
Deputy Clerk of the Board

Exhibit A

SCOPE OF SERVICES

Hamner Avenue Bridge (1,200' over Santa Ana River)

SCOPE OF WORK:

The Hamner Avenue Bridge is located within the City of Norco near the southern border of the City of Eastvale. It is a critical link between the City of Norco and the City of Eastvale. The bridge site is approximately 1,300 feet to the west of the Interstate 15. The existing structure has two traffic lanes, one in each direction and carries heavy traffic bypassing Interstate 15 when there is congestion, maintenance activities, or an emergency on the freeway.

The proposed project scope includes the construction of a new 6-lane bridge to accommodate increased traffic demand and a higher elevated bridge to convey the 100 year storm event.

The preliminary engineering, environmental (PA&ED), and final design (PS&E) has been completed. Anticipated start of construction is in January 2021.

The Project phases to be funded under this Agreement consist of the PA&ED and Construction phases only.

EXHIBIT “A-1”

ESTIMATE OF COST

Phase	TUMF	LOCAL	TOTAL
PA&ED – Planning	\$250,000	\$0	\$250,000
PS&E - Engineering			
ROW – Right of Way			
CON - Construction	\$4,500,000	\$0	\$4,500,000
TOTAL	\$4,750,000	\$0	\$4,750,000

EXHIBIT “A-2”
PROJECT SCHEDULE

Phase	Start Date	Completion Date
PA&ED - Planning	FY 13/14	FY 18/19
PS&E - Engineering	FY 18/19	FY 19/20
ROW - Right of Way	FY 18/19	FY 20/21
CON - Construction	FY 20/21	FY 22/23



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: October 5, 2020

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

Requested Action:

1. Receive and file.

Fiscal Year 2019/2020 Agency Audit

WRCOG's annual Agency Interim Audit was completed on June 19, 2020. WRCOG utilizes the services of the audit firm Rogers, Anderson, Malody, and Scott (RAMS) to conduct its financial audit. The first visit is known as the "interim" audit, which involves preliminary audit work that is conducted prior to fiscal year end. The interim audit tasks are conducted in order to compress the period needed to complete the final audit after fiscal year end. In October 2020, RAMS will return to finish its second round, which is known as "fieldwork." It is anticipated that the final audit will be presented to this Committee in January 2021.

Financial Report Summary Through July 2020

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

Prior Action:

None.

Fiscal Impact:

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

Attachment:

1. Financial Report summary through July 2020.

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Item 4.C

Finance Department Activities Update

Attachment 1

Financial Report summary through July 2020

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Western Riverside Council of Governments
Agency Financials
For the Month Ending July 31, 2020

Total Agency

	Approved Budget 6/30/2021	Thru Actual 7/31/2020	Remaining Budget 6/30/2021
Revenues and Transfers in			
Member Dues	311,410	294,410	17,000
Operating Transfer In	2,208,432	120,274	2,088,158
WRCOG HERO	136,290	7,422	128,868
PACE Residential	78,000	15,148	62,852
PACE Commercial	200,000	40,750	159,250
CA HERO	1,464,730	45,748	1,418,982
Commerical/Service	41,137	21,152	19,985
Retail	89,632	9,221	80,412
Single Family Residential	652,270	91,146	561,124
Multi-Family	267,415	26,561	240,855
Commercial/Svcs - Admin Portion	987,281	507,646	479,635
Retail - Admin Portion	2,151,178	221,296	1,929,882
Single Family Residential - Admin Portion	15,654,486	2,187,500	13,466,986
Multi Family - Admin Portion	6,417,964	637,453	5,780,511
Total Revenues and Transfers in	\$ 40,539,536	\$ 4,225,727	\$ 36,313,810
Expenses			
Salaries	2,053,769	99,731	1,954,038
Benefits	1,027,040	132,570	894,470
Overhead	1,443,294	120,274	1,323,020
Legal	285,600	8,906	276,694
Advertising Media	65,667	13500	52,167
Bank Fees	33,885	1,695	32,190
Commissioner Per Diem	62,500	750	61,750
Communications - Cellular Phones	13,500	834	12,666
Communications - Computer Services	53,000	1,597	51,404
Communications - Regular Phone	16,000	1,933	14,067
Computer Hardware	10,000	2,315	7,685
Consulting Labor	2,268,780	26,848	2,241,932
Event Support	165,736	1486.25	164,250
General Supplies	1,500	1,113	387
Parking Cost	20,000	2,142	17,858
Postage	5,350	609	4,741
Recording Fee	173,525	7,427	166,098
Rent/Lease Equipment	20,000	421	19,579
Total Expenses	\$ 40,468,538	\$ 424,152	\$ 40,044,386

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Western Riverside Council of Governments

Executive Committee

Staff Report

Subject: Regional Streetlight Program Activities Update

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

Date: October 5, 2020

The purpose of this item is to provide an update on the Regional Streetlight Program LED rebate applications.

Requested Action:

1. Receive and file.

Background

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

Streetlight Rebate Update

The Regional Streetlight Program continues to support participating jurisdictions with preparing and submitting SCE streetlight rebates. At this time WRCOG has distributed rebate funds to the Cities of Eastvale, Murrieta, and Wildomar for a combined rebate value of \$976,380. In September 2020, WRCOG submitted the rebate applications to SCE on behalf of the City of San Jacinto and the Jurupa Community Services District (JCSD). SCE has requested that WRCOG split the San Jacinto and JCSD applications to cap each submittal to 25 Service Account Numbers and re-submit multiple applications. This may delay the submittal of applications by up to two weeks. This month, WRCOG will submit the rebate applications for the Cities of Hemet, Lake Elsinore, Menifee, Perris, and Temecula. WRCOG anticipates that all applications will be completed and submitted to SCE by the end of October 2020. After WRCOG's reimbursement for additional work undertaken to implement the Program, including securing and then increasing streetlight rebates, it is estimated that approximately \$4.8 million in rebates will be distributed to the jurisdictions identified in the table below.

Jurisdiction	Rebate Amount	Status
Eastvale	\$413,917	Complete
Hemet	Est. \$173,390	Complete, pending rebate funds from SCE.
Lake Elsinore	Est. \$355,019	Complete, pending rebate funds from SCE.
Menifee	Est. \$520,644	90%, pending City signature for submission and City Manager approval

Moreno Valley	Est. \$1,224,171	SoCal REN is assisting Moreno Valley with rebates.
Murrieta	\$461,271	Complete.
Perris	Est. \$513,477	95% - pending City signature for submission.
San Jacinto	Est. \$186,520	Re-submitted multiple applications per SCE request, pending rebate funds from SCE.
Temecula	Est. \$715,611	95% - pending City signature for submission.
Wildomar	\$101,192	Complete
JCSD	Est. \$199,650	Re-submitted multiple applications per SCE request, pending rebate funds from SCE.

Prior Action:

September 17, 2020: The Technical Advisory Committee received and filed.

Fiscal Impact:

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

Attachment:

None.



Western Riverside Council of Governments Executive Committee

Staff Report

Subject: Environmental Department Programs Activities Update

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

Date: October 5, 2020

The purpose of this item is to provide updates on the Solid Waste Committee, Used Oil Program, and the Clean Cities Coalition.

Requested Action:

1. Receive and file.

WRCOG's Environmental Department assists member jurisdictions with addressing state mandates which require education and outreach programs that reduce greenhouse gas emissions. The Environmental Department houses three programs to meet California's goals: 1) a Solid Waste Committee, which assists in strategies of reduction of Short-Lived Climate Pollutants; 2) a regional Used Oil Recycling Program, designed to promote the proper recycling and disposal of used oil, oil filters, and Household Hazardous Waste (HHW); and 3) the Clean Cities Coalition, which aims to cut petroleum use in the transportation sector through the integration of alternative fuels and advanced technologies.

Solid Waste Committee

Senate Bill (SB) 1383 Short-Lived Climate Pollutants (SLCP): Members of the Solid Waste Committee (SWC) have been focusing on recently chaptered legislation, SB 1383, which establishes methane emissions reduction targets in a statewide effort to reduce emissions of short-lived climate pollutants in various sectors of California's economy. This legislation establishes targets to achieve a 50% reduction in the level of the statewide disposal of organic waste, based on 2014 levels, by the year 2020, and a 75% reduction by the year 2025. SB 1383 also establishes an additional target by the year 2025 for edible food disposed of, requiring less than 20% to be recovered for human consumption. The law places CalRecycle as the agency authorized to establish and enforce targets required to achieve the waste disposal reduction goals.

On August 25, 2020, CalRecycle hosted a live webinar on the analysis of the progress toward the SB 1383 organic waste reduction goals. CalRecycle will consider early release of the model tools that include model franchise agreement, model enforcement ordinance, model edible food recovery agreement, and model procurement policy. Please note that these are only drafts until the regulations are approved by the Office of Administrative Law (OAL). OALs review of the text and accompanying rulemaking documents will conclude in November 2020. The final regulatory text and rulemaking documents approved by OAL will be posted on CalRecycle's SLCP Rulemaking webpage at <https://www.calrecycle.ca.gov/Laws/Rulemaking/SLCP/>.

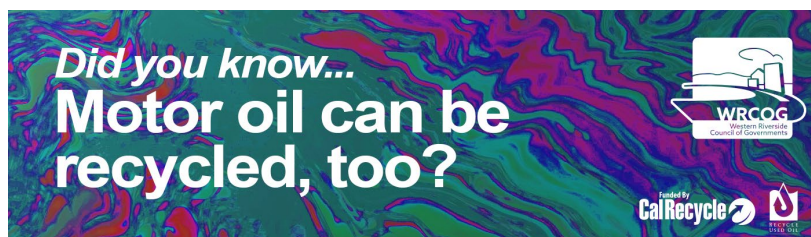
Assembly Bill (AB) 939 Electronic Annual Report (EAR) Submission Date: Participation in the SWC includes the preparation and submittal of the EAR by WRCOG on behalf of its members. The EAR helps members complete its legally required, annual, self-evaluation of solid waste diversion performance. The CalRecycle Disposal Reporting System (DRS), used by nearly all California cities, counties, and regional agencies since 2000, will transition to a new Recycling and Disposal Reporting System (RDRS) per AB 901 regulation. The

RDRS will change how organics, a recyclable material, and other solid waste are reported to CalRecycle, giving a more accurate total to help track progress in reducing emissions of short-lived climate pollutants. The original due date of August 1, 2020 has been extended to Monday, October 12, 2020. For those cities that are not members of the SWC (Beaumont and Norco) and/or prepare and submit its own EARs (Eastvale, Jurupa Valley, Menifee, Moreno Valley), do NOT submit EARs until CalRecycle has notified jurisdictions via auto-email. CalRecycle anticipates the disposal data for 3rd and 4th Quarter of 2019 from the RDRS to be available mid- to late-September 2020. CalRecycle will send another message out to Annual Report contacts when they are ready.

If you have any questions concerning the disposal data or other sections of the EAR, please contact your Local Assistance representative at (916) 341-6199 or look up your LAMD Contact at <https://www2.calrecycle.ca.gov/LGCentral/Contacts>.

Used Oil and Filter Exchange Events

Digital Billboard Advertising: Due to the health concerns related to COVID-19, WRCOG will continue to postpone all of its oil and outreach events throughout the subregion. Staff is utilizing other outlets to encourage proper disposal of used oil, oil filters, and HHW. WRCOG is working to provide a public message using digital billboard advertising indicating motor oil can be recycled, too. The digital billboard ads went live on August 24, 2020, and will run until February 1, 2021, along the I-215 freeway in the City of Perris. Additionally, on September 1, 2020, the same billboard message began to run on the I-15 between the 60 and 91 freeways in the City of Eastvale.



EcoHero Shows: WRCOG is offering the EcoHero show to member jurisdiction's school partners. EcoHero is a helpful resource that introduces environmental topics such as used oil recycling and HHW, through songs, dance, and music videos, while explaining to students how they can make an impact at home and school. In December 2019, live shows began and were performed in six schools. During stay-at-home orders related to COVID-19, EcoHero introduced virtual live stream shows.

On May 13, 2020, a pilot live-stream EcoHero show was hosted at Glen Avon Elementary, located in the City of Jurupa Valley, and was incredibly well-received. The virtual show was a success, proving to be interactive for its students, teachers, parents at home, and principals. Five schools have since received live-stream performances. Since June 30, 2020, EcoHero has provided presentations to a total of 11 schools that participated during the 2019-2020 school year, which reached over 3,500 students.

EcoHero shows the adjustment to virtual education during the pandemic allowed for programs to continue during the stay at home orders. Riverside County School Districts started the new school year with home-based, virtual, and in-person models beginning August 10, 2020. EcoHero provides school partners with the option of in-person or virtual stream shows. WRCOG staff will continue to utilize virtual education and outreach in the subregion; however, a member jurisdiction may request an in-person show. WRCOG has enlisted EcoHero to conduct 30 additional virtual streaming shows throughout the remainder of the school year across the subregion and staff will provide an updated calendar to member jurisdictions once it becomes available. As the shows begin to be scheduled in the subregion, EcoHero will begin with the following cities / school districts and continue working their way around the region:

- City of Banning
- City of Eastvale
- City of Hemet
- City of Moreno Valley
- City of Riverside
- Unincorporated County

Additionally, an HHW toolkit will be given to the school's teachers to hand out to students as a supplement before the show. The toolkit includes age-appropriate printed materials about illegal dumping, reusable resources, safe disposal methods, and how to prevent habitat contamination from improper disposal of waste.

Western Riverside County Clean Cities Coalition

The Western Riverside County Clean Cities Coalition seeks to integrate technology with alternative fuels and infrastructure. Clean Cities Coalitions work with the U.S. Department of Energy (DOE) to improve efficiency, increase domestic energy security, and improve operating costs for consumers and businesses.

Transportation is a large part of the energy economy; 70% of total U.S. petroleum consumption is used for transportation. The Clean Cities National Network tracks and reports fuel pricing, openings and closures of fuel stations, and vehicle and station equipment costs to the DOE to provide a picture of Alternative Fuel Vehicles (AFV) technology adoption, petroleum fuel use reductions, and air quality improvement to the subregion. Through Coalitions, the DOE funds additional activities designed to help advance the AFV market in the subregion.

State Route (SR) 91 Alternative Fuel Corridor: On February 26, 2020, the California Energy Commission, along with the California Department of Transportation (Caltrans) and the Western Riverside County Clean Cities Coalition, nominated SR-91 to the U.S. Department of Transportation as an Alternative Fuel Corridor as designated by the Federal Highway Administration (FHWA). AFV Corridors are designed to establish a national network of alternative fueling and charging infrastructure along national highway system corridors. On June 25, 2020, SR-91 was designated as an AFV Corridor under the FHWA for electric and hydrogen passenger vehicles. The designation of SR-91 will increase funding opportunities and address infrastructure gaps along or near the Corridor.

National Clean Cities Award: On August 18, 2020, the Department of Energy hosted a National Clean Cities Workshop for Coalition coordinators. During the workshop, the Western Riverside County Clean Cities Coalition received two awards; one for the greatest energy use impact and greatest percent improvement in Hydrogen fuel, and another for the use of technology to reduce over 196,000 gallons of gasoline-equivalent fuel.

Community Transportation Needs Assessment: On August 13, 2020, the Coalition received California Air Resources Board's proposed 2020 Community Transportation Needs assessment. The proposed assessment will focus exclusively on residents living within disadvantaged and low-income communities. Communities and neighborhoods within this proposed assessment are suburban, less urbanized, less densely populated, and therefore lack robust public transit options often associated with major urban communities. The assessment will be conducted through a community organizing approach. A stakeholder group will be formed to include residents, affordable housing developers, environmental justice advocates, academics, and business owners. The group will develop a survey tool and a community outreach strategy that includes digital and social media, workshops (virtual or in-person), phone surveys, and one-on-one interviews. Communications will be multi-lingual and culturally relevant.

Prior Action:

September 17, 2020: The Technical Advisory Committee received and filed.

Fiscal Impact:

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

Attachment:

None.

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Western Riverside Council of Governments Executive Committee

Staff Report

Subject: WRCOG Committees and Agency Activities Update

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

Date: October 5, 2020

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.

Requested Action:

1. Receive and file.

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

Prior Action:

None.

Fiscal Impact:

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

Attachment:

1. Summary recaps from September Committee meetings.

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Item 4.F

WRCOG Committees and Agency
Activities Update

Attachment 1

Summary recaps from September
Committee meetings

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**Western Riverside Council of Governments
Executive Committee
Meeting Recap
September 14, 2020**

Following is a summary of key items discussed at the last Executive Committee meeting. To review the full agenda and staff reports for all items, please click [here](#). To review the meeting PowerPoint presentation, please click [here](#).

4th Quarter Budget Amendment for Fiscal Year 2019/2020 Approved

- The 4th Quarter Draft Budget Amendment for Fiscal Year 2019/2020 was approved.

Exploration of the Formation of a Western Riverside County Economic Development Corporation

- Staff provided an update on exploratory efforts related to formation of a Western Riverside County Economic Development Corporation (EDC) and shared findings to date based on meetings with 30+ stakeholders within the region and interviews with successful EDCs throughout the country.
- Generally, stakeholders agree that an EDC is needed in the western Riverside area and could complement existing jurisdiction economic development efforts.
- WRCOG will be pursuing seed funding from the Southern California Association of Governments to help with the initial formation due to a strong tie between economic development and housing production. An EDC could help to bring higher paying jobs to the subregion, raising incomes, and increasing opportunities for home purchasing.

Future Forward Webinar Series Update

- WRCOG's Future Forward Series is a monthly webinar focused on innovating during difficult times.
- To date, there have been five webinars that have garnered over 1,000+ views on YouTube.
- The next broadcast will be aired on September 24, 2020, from 9:00 a.m. to 10:00 a.m. The topic will be "Envisioning the Future. A Candid Conversation on what Young Professionals Want." Former Fellows from WRCOG's Fellowship Program will be participating in the discussion to provide their thoughts on how Inland southern California can shape its future.
- Please visit <https://iercc.glueup.com/event/envisioning-the-future-27070/> to register.

Activities Update by the Eastern and Western Municipal Water Districts

- Eastern and Western Municipal Water District representatives provided a briefing on Per- and Polyfluoroalkyl Substances, also known as PFAS, which are man-made, water-repellent chemicals.
- The presentation noted the incomplete nature of current scientific research regarding PFAS and provided an overview of state and federal legislation.
- EMWD and WMWD remain committed to the protection of public health and to ensure that water is safe to use for all constituents.

COVID-19 and the Reopening of Schools

- Dr. Judy White, Riverside County Superintendent of Schools, provided an update on the status of reopening schools in Riverside County. Per the Governor's orders, distance learning was mandated in all counties on the state monitoring list.
- Dr. White noted that one of the major challenges with distance learning is connectivity. In response to this, the Riverside County Office of Education is continuing its work on the "All for One" campaign to provide needed equipment to every student by November 1st so that they can stay connected in today's virtual learning environment.

Next Meeting

The next Executive Committee meeting is scheduled for Monday, October 5, 2020, at 2:00 p.m., on the Zoom platform.



**Western Riverside Council of Governments
Administration & Finance Committee
Meeting Recap
September 9, 2020**

Following is a summary of key items discussed at the last Administration & Finance Committee meeting. To review the full agenda and staff reports, please click [here](#). To review the meeting PowerPoint presentation, please click [here](#).

WRCOG Policies and Procedures Related to Non-Discrimination and Contracting

- Staff presented an overview of current WRCOG policies as they relate to non-discrimination and social equity.
- Members discussed the importance of reviewing guidelines for contracting and staff will continue to research opportunities to engage small and local businesses. Staff will also monitor Assembly Constitutional Amendment (ACA) No. 5 as it relates to California Proposition 209.

TUMF Program Revenue and Expenditures

- Staff presented an overview of the TUMF Program including Fiscal Year 2019/2020 revenues as well as historical revenues and expenditures.
- Since its inception, the TUMF Program has collected over \$900M and funded over \$1 Billion in projects. Over 100 projects have been completed since 2003.

PACE Programs Deferral of Judicial Foreclosure on Delinquent PACE Properties

- PACE delinquencies rate through July 31, 2020, are at 1.43%. Last year at this time they were at 1.07%. In comparison, the delinquency rate overall for Riverside County is at 4.3%.
- The Committee recommended that the Executive Committee defer judicial foreclosure for properties that are delinquent during Tax Year 2019/2020 and each fiscal year in the future if a third party purchases the delinquencies.

Next Meeting

The next Administration & Finance Committee meeting is scheduled for Wednesday, October 14, 2020, at 12:00 p.m. on the Zoom platform.



Western Riverside Council of Governments
Technical Advisory Committee
Meeting Recap
September 17, 2020

*To review the full agenda and staff reports, please click [here](#).
To review the meeting PowerPoint presentation, please click [here](#).*

Regional Housing Trust Initiative

- Staff provided an update on the potential development of a Regional Housing Trust, which was one of three prospective and new WRCOG initiatives as identified at the start of the fiscal year. Housing trust funds are a commonly used tool to support housing production.
- Generally, housing trusts can provide a flexible source of gap financing, expand the subregion's ability to compete for state funds, and support homeless assistance services.
- In regard to administration of the potential trust, staff is currently recommending a hybrid Joint Powers Authority - nonprofit set up that is similar to the Riverside County Habitat Conservation Agency, which leverages WRCOG administrative and executive support while receiving oversight from a Board of Directors that are representative of participating members.
- WRCOG is continuing in its discovery and due diligence, engaging a variety of stakeholders and prospective partners. Staff will continue to keep the committee updated.

TUMF Program Revenue & Expenditures Update

- Since inception in 2003, approximately \$900 million has been collected from new development for the TUMF Program, and 108 projects to date across the region have been completed using TUMF funds.
- Staff will be distributing jurisdiction-specific reports that identifies completed projects, funded projects, and regional projects.

Grant Writing Program Activities Update

- Staff provided an update on the Grant Writing Assistance Program, which supports members in preparing and submitting competitive grant applications. To date, the Program has assisted jurisdictions in Western Riverside County attain over \$64 million in grant funding.
- In addition to supporting various grant applications, the Program also provides members advisory services to discuss potential projects to see which grants are the best fit as well as provide a bi-weekly grant opportunities table.
- Looking forward, staff will be exploring more sustainable options for continuing to provide this service to member agencies.

Environmental Department Program Activities Update

- Staff provided an update on the Environmental Department, which consists of three programs: the Solid Waste Committee, the Used Oil recycling / Household Hazardous Waste, and the Clean Cities Coalition.
- All efforts of the Department continue to support members in complying with state legislation and working to increase community awareness of the opportunities to support environmental sustainability in Western Riverside County.
- CalRecycle's Model Tools can be found here: www.calrecycle.ca.gov/organics/slcp/education.

Next Meeting

The next Technical Advisory Committee meeting is scheduled for Thursday, October 15, 2020, at 9:30 a.m., on the Zoom platform.

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Western Riverside Council of Governments Executive Committee

Staff Report

Subject: Report out of WRCOG Representatives on Various Committees

Contact: Rick Bishop, Executive Director, rbishop@wrcog.us, (951) 405-6701

Date: October 5, 2020

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

Requested Action:

1. Receive and file.

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

CALCOG Board of Directors (Brian Tisdale)

The CALCOG Board of Directors has not met since July 1, 2020; therefore, there is no update to provide.

SANDAG Borders Committee (Crystal Ruiz)

The SANDAG Borders Committee met on September 25, 2020. The meeting agenda can be accessed at https://www.sandag.org/uploads/meetingid/meetingid_5341_28069.pdf. Agenda highlights include:

- Memorandum of Understanding: Southern California Tribal Chairmen's Association for Regional Plan Implementation
- Border to Bayshore Bikeway Update
- Senate Bill 1 Trade Corridor Enhancement Program Regional Submittal Overview and State Route 11 / Otay Mesa East Port of Entry Update
- Calexico East Port of Entry Project Update

SAWPA OWOW Steering Committee (Rusty Bailey)

The SAWPA OWOW Steering Committee met on September 24, 2020. The meeting agenda can be accessed at <https://sawpa.org/wp-content/uploads/2019/12/2020-09-24-OWOW-SC-Ag.pdf>. Agenda highlights include:

- Proposition 1 Round 1 Integrated Regional Water Management Funding Update
- 2019 Santa Ana River Watershed Sustainability Assessment
- Santa Ana Conservation and Conjunctive Use Program Smartscape Project Completion Report
- Disadvantaged Communities Involvement Program Status

Prior Action:

September 14, 2020: The Executive Committee received and filed.

Fiscal Impact:

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

Attachments:

1. SANDAG Borders Committee meeting agenda of September 25, 2020.
2. SAWPA OWOW meeting agenda of September 24, 2020.

Item 4.G

Report out of WRCOG
Representatives on Various
Committees

Attachment 1

SANDAG Borders Committee
meeting agenda of September 25,
2020

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Members

Serge Dedina, Chair
Mayor, City of Imperial Beach
(Representing **South County**)

Jesus Eduardo Escobar, Vice Chair
Supervisor
(Representing **Imperial County**)

Jerry Jones
Councilmember, City of Lemon Grove
(Representing **East County**)

Vivian Moreno
Councilmember, City of San Diego

Greg Cox
Chair, **County of San Diego**

Jack Feller
Deputy Mayor, City of Oceanside
(Representing **North County Coastal**)

Paul McNamara
Mayor, City of Escondido
(Representing **North County Inland**)

Alternates

Bill Sandke
Councilmember, City of Coronado
(Representing **South County**)

Luis Plancarte
Supervisor
(Representing **Imperial County**)

Ronn Hall
Councilmember, City of Santee
(Representing **East County**)

Mark Kersey
Councilmember, City of San Diego

Dianne Jacob
Supervisor, **County of San Diego**

Priya Bhat-Patel
Councilmember, City of Carlsbad
(Representing **North County Coastal**)

Olga Diaz
Councilmember, City of Escondido
(Representing **North County Inland**)

Advisory Members

Gustavo Dallarda / Ann Fox / Mario Orso
Caltrans District 11

Carlos González Gutiérrez/ Mario Figueroa/
Natalia Figueroa
Mexico

Jim Ferryman / Jim Dahl
(Representing **Orange County**)

Crystal Ruiz / Yxstian Gutiérrez
(Representing **Riverside County COGs**)

Elsa Saxod / Gary Croucher
San Diego County Water Authority

Edwin "Thorpe" Romero / Cody Martinez
**Southern California Tribal
Chairmen's Association**

Naresh Amatya / David C. Salgado
**Southern California Association
of Governments**

Hasan Ikhrata
Executive Director, **SANDAG**



Borders Committee Agenda

Friday, September 25, 2020

12:30 to 2:30 p.m.

****Teleconference Meeting****

Agenda Highlights

- **Memorandum of Understanding: Southern California Tribal Chairmen's Association for Regional Plan Implementation**
- **Border to Bayshore Bikeway Update**
- **Senate Bill 1 Trade Corridor Enhancement Program Regional Submittal Overview and State Route 11/Otay Mesa East Port of Entry Update**
- **Calexico East Port of Entry Project Update**

MEETING ANNOUNCEMENT AMIDST COVID-19 PANDEMIC:

The Borders Committee meeting will be conducted virtually in accordance with Governor Newsom's State of Emergency declaration regarding the COVID-19 outbreak, Executive Order N-29-20, and the Guidance for Gatherings issued by the California Department of Public Health. Members will primarily participate in the meeting virtually, while practicing social distancing, from individual remote locations.

There are a few options for public participation:

- At the time of the meeting, listen to the meeting audio stream through sandag.org
- Submit comments via email to clerk@sandag.org
- Observe the meeting via Zoom
- To participate via Zoom webinar, click the link to join the meeting:
<https://zoom.us/j/91503996649>
Webinar ID: 915 0399 6649
- To participate via Telephone, dial a number based on your current location:
+ 1 669 900 6833 or + 1 346 248 7799 or + 1 253 215 8782 or
+ 1 929 205 6099 or + 1 301 715 8592 or + 1 312 626 6799

International numbers available: <https://zoom.us/u/aovZ3XaM8>

SANDAG is relying on commercial technology to broadcast the meeting via Zoom. With the recent increase of virtual meetings, platforms such as Microsoft Teams, WebEx, GoToMeeting, and Zoom are working to scale their systems to meet the new demand. If we experience technical difficulty or you are unexpectedly disconnected from the broadcast, please close and re-open your browser and click the link to re-join the meeting. SANDAG staff will take all possible measures to ensure a publicly accessible experience. Please note that the meeting will continue to be broadcast audio-only via the "Listen to the meeting" link on sandag.org.

Public Comments: Persons who wish to address the members on an item to be considered at this meeting, or on non-agendized issues, may email comments to the Clerk at clerk@sandag.org (please reference: "September 25, 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, September 24, will be provided to members prior to the meeting. If you desire to provide a live verbal comment during the meeting, please join the Zoom meeting either by computer or phone. At the time for public comments, members of the public will be advised to 'Raise Hand' if they wish to provide comments. The 'Raise Hand' feature can be found on the Zoom toolbar for those who join via computer or by entering *9 for those who join via telephone only. The Chair will call on members of the public by name for those joining via a computer and by the last three digits of your telephone number for those joining via telephone. All comments received prior to the close of the meeting will be made part of the meeting record.



Welcome to SANDAG. Members of the public may speak to the 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.

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In compliance with the Americans with Disabilities Act (ADA), SANDAG will accommodate persons who require assistance in order to participate in SANDAG meetings. If such assistance is required, please contact the SANDAG ADA Coordinator, the Director of Diversity and Equity, at (619) 699-1900, at least 72 hours in advance of the meeting. To request this document or related reports in an alternative format, please call (619) 699-1900 or (619) 699-1904 (TTY), or fax (619) 699-1905.

SANDAG agenda materials can be made available in alternative languages. To make a request, call (619) 699-1900 at least 72 hours in advance of the meeting.

Los materiales de la agenda de SANDAG están disponibles en otros idiomas. Para hacer una solicitud, llame al (619) 699-1900 al menos 72 horas antes de la reunión.

如有需要, 我们可以把SANDAG议程材料翻译成其他语言.

请在会议前至少 72 小时打电话 (619) 699-1900 提出请求.



Closed Captioning is available

To access Closed Captioning:

- Open your browser and go to <https://www.streamtext.net/player?event=SANDAG-Borders>

Mission Statement

The 18 cities and county government are SANDAG serving as the forum for regional decision-making. SANDAG builds consensus; makes strategic plans; obtains and allocates resources; plans, engineers, and builds public transit; and provides information on a broad range of topics pertinent to the region's quality of life.

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

Item 4.G

Report out of WRCOG
Representatives on Various
Committees

Attachment 2

SAWPA OWOW Steering Committee
meeting agenda of September 24,
2020

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OWOW Steering Committee Members

Kati Parker, Convener | SAWPA Commissioner
Kelly E. Rowe, SAWPA Commissioner
Doug Chaffee, Orange County Supervisor
Karen Spiegel, Riverside County Supervisor
Curt Hagman, San Bernardino County Supervisor
Rusty Bailey, Mayor, City of Riverside

Jose Solorio, Councilmember, City of Santa Ana
James Hessler, Altman Plants
Garry W. Brown, Orange County Coastkeeper
Linda Ackerman, Regional Water Quality Control Board
Deborah Robertson, Mayor, City of Rialto

PURSUANT TO THE PROVISIONS OF EXECUTIVE ORDER N-25-20 ISSUED BY GOVERNOR GAVIN NEWSOM ON MARCH 12, 2020, AND EXECUTIVE ORDER N-29-20 ISSUED BY GOVERNOR GAVIN NEWSOM ON MARCH 17, 2020, ANY COMMITTEE MEMBER MAY CALL INTO THE COMMITTEE MEETING WITHOUT OTHERWISE COMPLYING WITH THE BROWN ACT'S TELECONFERENCING REQUIREMENTS.

VIRTUAL ACCESSIBILITY FOR THE GENERAL PUBLIC:

Due to the spread of COVID-19, and until further notice, the Santa Ana Watershed Project Authority will be holding all upcoming Board and Committee meetings by teleconferencing and virtually through Zoom.

This meeting will be accessible as follows:

Meeting Access Via Computer (Zoom)*:	Meeting Access Via Telephone*:
• https://sawpa.zoom.us/j/95715112882	• 1 (669) 900-6833
• Meeting ID: 957 1511 2882	• Meeting ID: 957 1511 2882
*Participation in the meeting via the Zoom app (a free download) is strongly encouraged; there is no way to protect your privacy if you elect to call in by phone to the meeting.	

All votes taken during this meeting will be conducted by oral roll call.

REGULAR MEETING OF THE OWOW STEERING COMMITTEE Thursday, September 24, 2020 – 11:00 a.m.

AGENDA

- 1. CALL TO ORDER | PLEDGE OF ALLEGIANCE (Kati Parker, Convener)**
- 2. PUBLIC COMMENTS**

Members of the public may address the Committee on items within the jurisdiction of the Committee; however, no action may be taken on an item not appearing on the agenda unless the action is otherwise authorized by Government Code §54954.2(b).

3. APPROVAL OF MEETING MINUTES: July 23, 2020

4. BUSINESS ITEMS

A. Proposition 1 Round 1 Integrated Regional Water Management (IRWM) Funding Update (SC#2020.15)

Presenter: Mark Norton

Recommendation: Receive and file.

B. 2019 Santa Ana River Watershed Sustainability Assessment (SC#2020.16)

Presenter: Mark Norton

Recommendation: Receive and file.

C. Santa Ana Conservation and Conjunctive Use Program (SARCCUP) Smartscape Project Completion Report (SC#2020.17)

Presenter: Mark Norton

Recommendation: Receive and file.

D. Disadvantaged Communities Involvement (DCI) Program Status (SC#2020.18)

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 kberry@sawpa.org. Notification at least 48 hours prior to the meeting will enable staff to make reasonable arrangements to ensure accessibility for this meeting. Requests should specify the nature of the disability and the type of accommodation requested.

Materials related to an item on this agenda submitted to the Commission after distribution of the agenda packet are available for public inspection during normal business hours at the SAWPA office, 11615 Sterling Avenue, Riverside, and available at www.sawpa.org, subject to staff's ability to post documents prior to the meeting.

Declaration of Posting

I, Kelly Berry, Clerk of the Board of the Santa Ana Watershed Project Authority declare that on September 15, 2020, a copy of this agenda has been uploaded to the SAWPA website at www.sawpa.org and posted at the SAWPA office, 11615 Sterling Avenue, Riverside, California.

/s/

Kelly Berry, CMC



Western Riverside Council of Governments Executive Committee

Staff Report

Subject: Activities Update from the Eastern Municipal Water District / Western Municipal Water District

Contacts: Ronald Sullivan, EMWD Board President, Boardmember@emwd.org, (951) 928-3777
Brenda Dennstedt, WMWD Secretary-Treasurer, Bdennstedt@wmwd.com, (951) 571-7224

Date: October 5, 2020

The purpose of this item is to provide an update of activities undertaken by WRCOG's water district representatives.

Requested Action:

1. Receive and file.

Supplying water to the WRCOG region requires Eastern Municipal Water District (EMWD) and Western Municipal Water District (Western) to have their own unique water supply portfolios, which include both local water supplies, and water supplies that are imported through the Metropolitan Water District of California (MWD). Imported water supplies from MWD are sourced from the Sacramento-San Joaquin Bay-Delta through the California Aqueduct (State Water Project or SWP) and from the Colorado River, through the Colorado River Aqueduct. MWD also relies heavily on storage to manage water supplies for Southern California.

Despite intermittent drought conditions and a recent dry winter, local water supply conditions are quite good. Combined, the local water supplies (groundwater, desalinated water, and recycled water) and low water demands, plus the robust storage in MWD's system, create excellent water supply conditions in southern California.

Currently, MWD's water supply is at a historic high of 3.1 million acre-feet. In addition, water supplies from the Colorado River are abundant, and the State Water Project is at a 20 percent allocation. Customer water demands are also at historic low levels.

The attached Water Supply Conditions Report include an in-depth look at the current state of water supplies in California and the western United States. The pages are technical in nature, so following bullet points provide some important highlights from that technical report:

1. Diamond Valley Lake's storage levels are currently at 88 percent.
2. Sacramento River Runoff, a key water supply from northern California to southern California, is forecasted to be at 52 percent of normal.
3. Lake Powell's water inflow, a key indicator for water flow into Lake Mead and then the Colorado River Aqueduct, is forecasted to be at 57 percent of normal.
4. Snowpack in the Upper Colorado River Basin peaked at 106 percent of normal.
5. During the last water year, Los Angeles had rain levels at 100 percent of average, and San Diego had rain levels at 127 percent of average.
6. Statewide snowpack peaked at 64 percent of normal during this last water year.

EMWD and WMWD will be back before WRCOG at a later date with more in-depth information about water supply conditions and the water supply reliability of our region.

Prior Action:

September 14, 2020: The Executive Committee received and filed.

Fiscal Impact:

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

Attachment:

1. Water Supply Conditions Report.

Item 4.H

Activities Update from the Eastern
Municipal Water District / Western
Municipal Water District

Attachment 1

Water Supply Conditions Report

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Water Supply Conditions Report

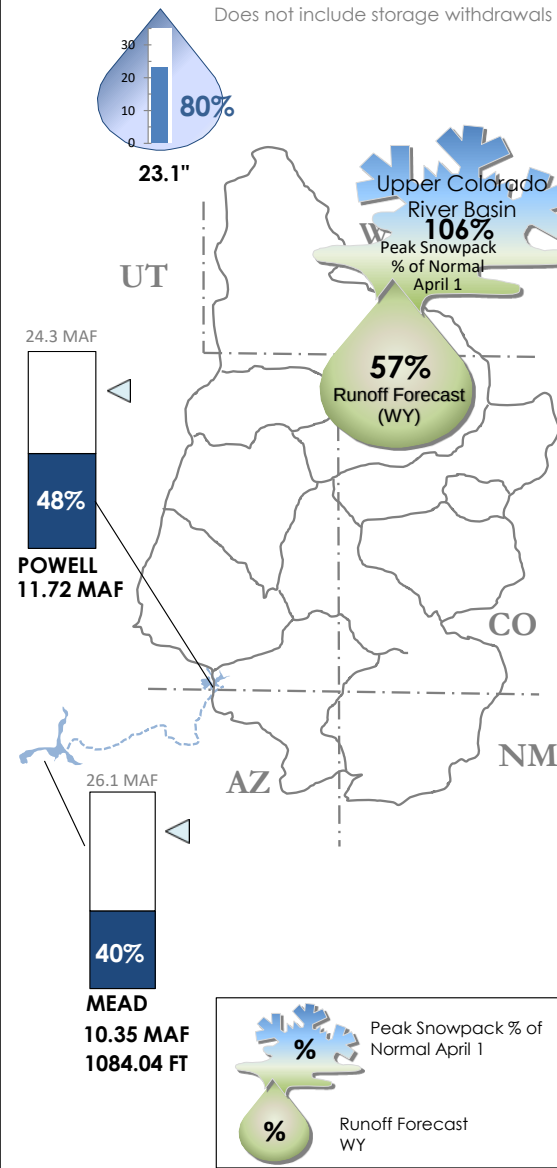
As of: 08/31/2020

2020 Colorado River

1,103,000 AF

88% of full CRA

Does not include storage withdrawals



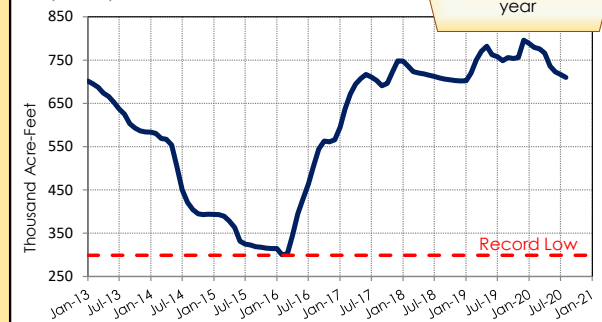
Highlights

- Sacramento River Runoff forecast is 52% of normal
- Statewide snowpack peaked at 64% of normal
- Lake Powell inflow forecast is 57% of normal
- Snowpack in the Upper Colorado River Basin peaked at 106% of normal

Diamond Valley Lake Storage

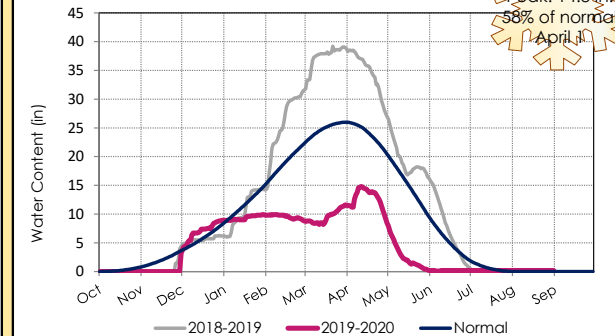
Capacity: 810 TAF

39 TAF less in storage than this time last year

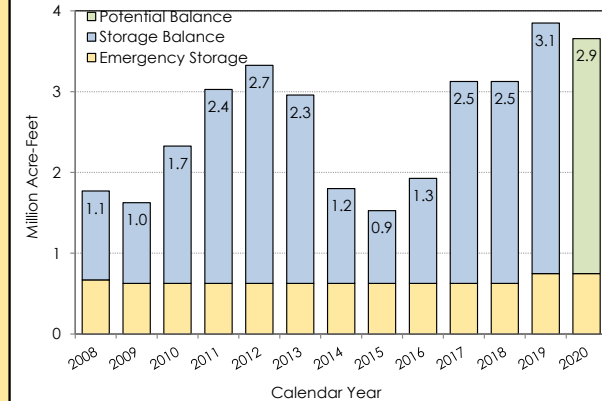


Southern Sierra Snowpack

Peak: 14.8 in
58% of normal April 1



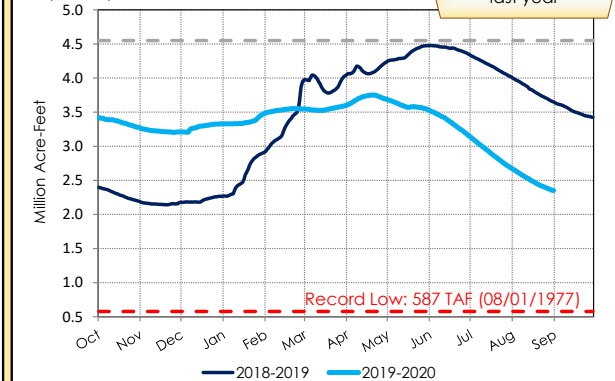
MWD Storage Reserve Levels



Lake Shasta Reservoir Storage

Capacity: 4.55 MAF

1.30 MAF less in storage than this time last year



This report is produced by the Water Resource Management Group and contains information from various federal, state, and local agencies.

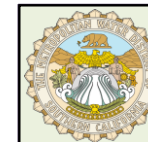
The Metropolitan Water District of Southern California cannot guarantee the accuracy or completeness of this information.

Readers should refer to the relevant state, federal, and local agencies for additional or for the most up to date water supply information.

Reservoirs, lakes, aqueducts, maps, watersheds, and all other visual representations on this report are not drawn to scale.

<http://www.mwdh2o.com/WSCR>

This report is best printed double sided on legal size paper (8.5" x 14") and folded in quarters. Questions? Email mferreira@mwdh2o.com



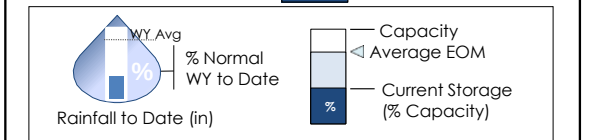
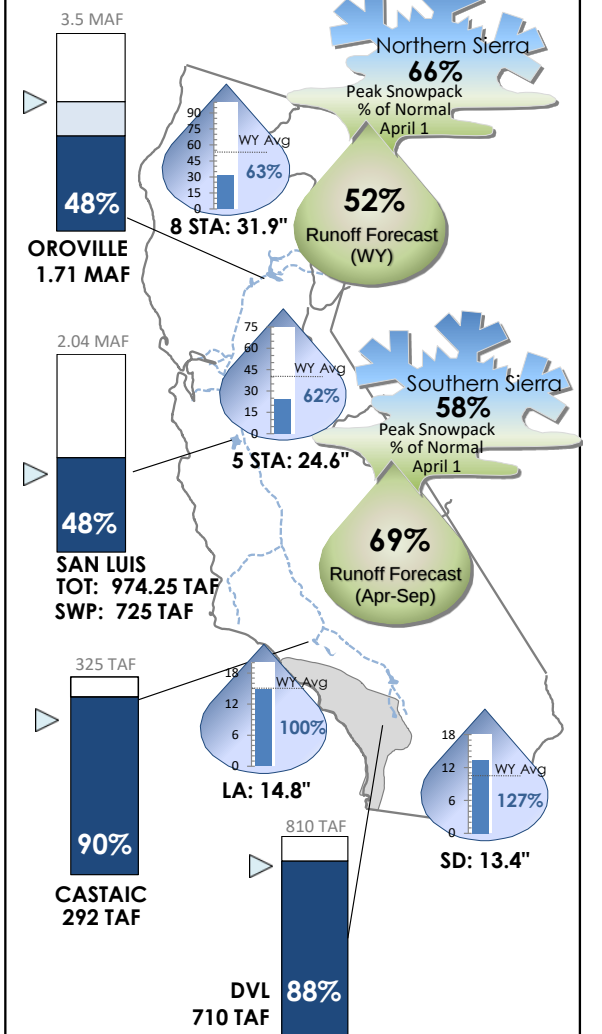
Water Supply Conditions Report

As of: 08/31/2020

2020 SWP Allocation

382,300 AF

20% of Table A



Turn page for more CRA Data

Flip Over for SWP Data

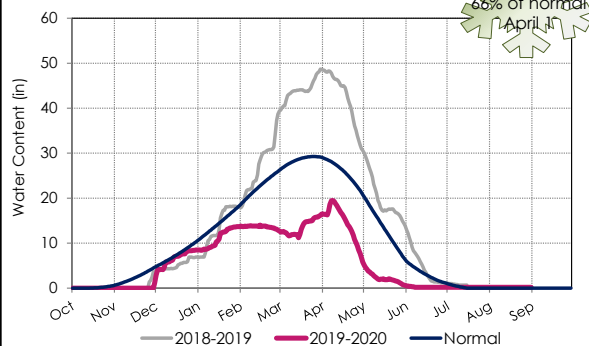
Flip Over for CRA Data

Turn page for more SWP Data

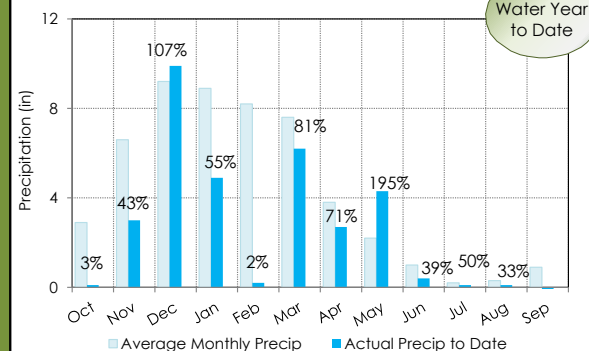
As of: 08/31/2020

State Water Project Resources

Northern Sierra Snowpack

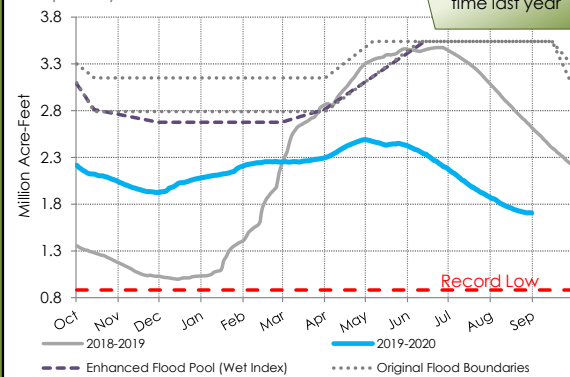


8 Station Index Precip

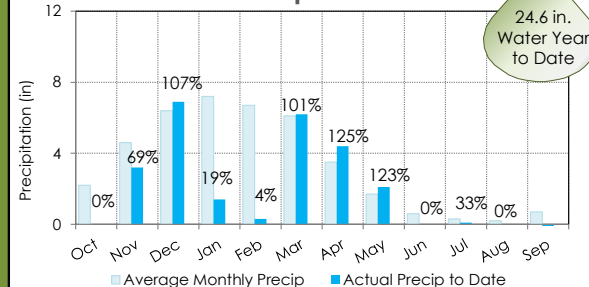


Oroville Reservoir Storage

Capacity: 3.54 MAF

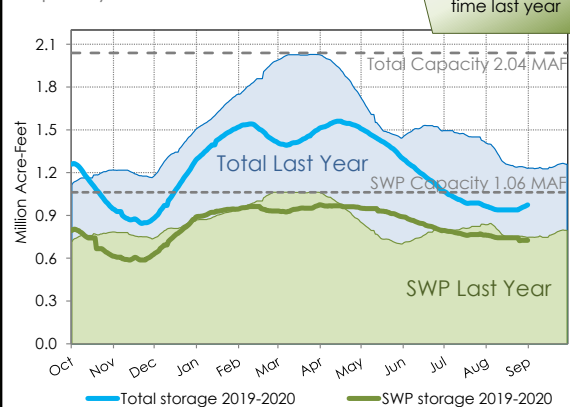


5 Station Index Precip



San Luis Reservoir Storage

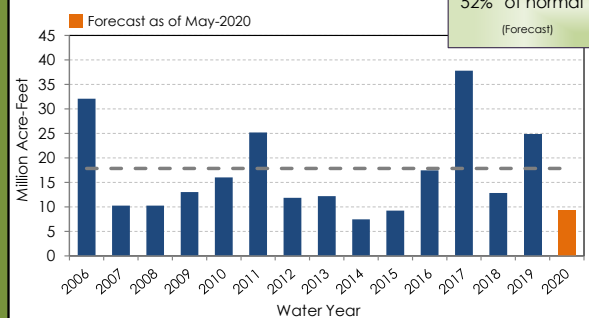
Capacity: 2.04 MAF



Other SWP Contract Supplies for 2020 (AF)

Carryover	330,766
Transfer Supplies	6,000 (est.)

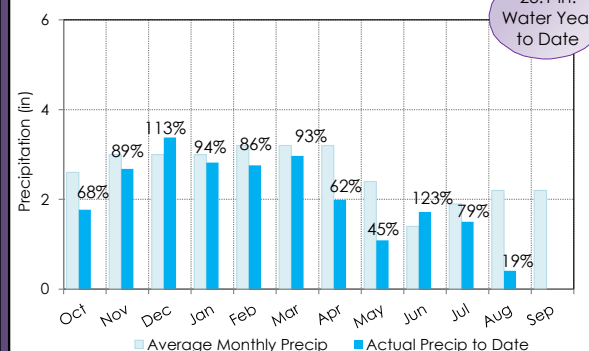
Sacramento River Runoff



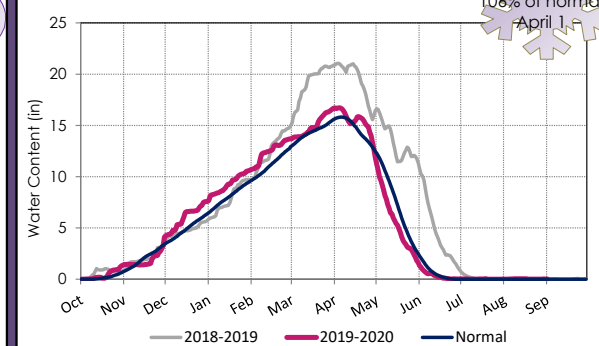
Colorado River Resources

As of: 08/31/2020

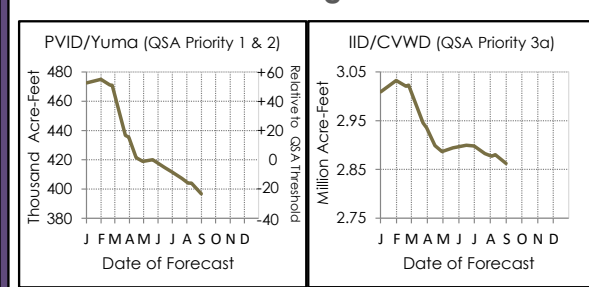
Upper Colorado Basin Precip



Upper Colorado Basin Snowpack

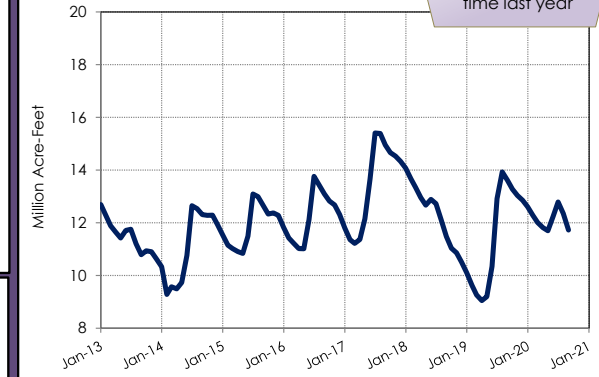


2019 Colorado River Ag Use



Lake Powell Storage

Capacity: 24.3 MAF

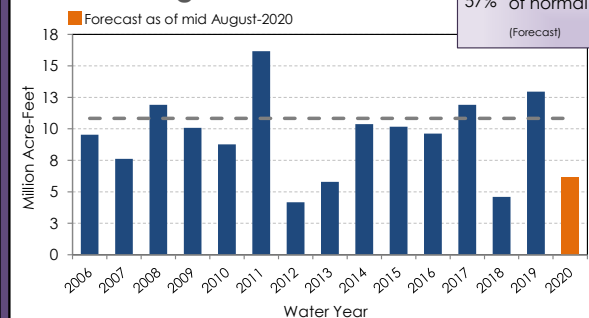


Lake Mead Shortage/Surplus Outlook

	2020	2021	2022	2023	2024
Shortage	0%	0%	9%	31%	37%
Surplus	0%	0%	<1%	6%	10%

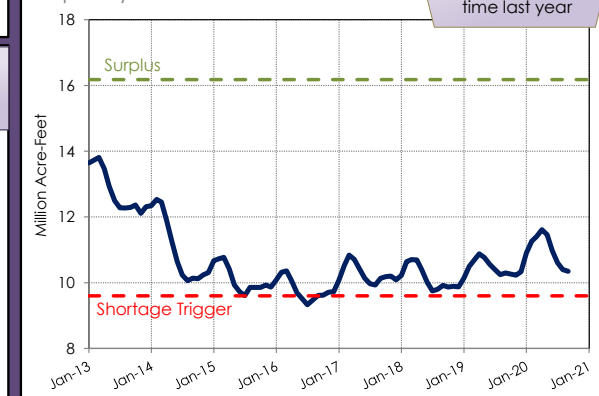
Likelihood based on results from the April 2020 MTOM/CRSS model run.
Includes DCP Contributions.

Powell Unregulated Inflow



Lake Mead Storage

Capacity: 26.1 MAF





Western Riverside Council of Governments Executive Committee

Staff Report

Subject: Report from the League of California Cities

Contact: Erin Sasse, Regional Public Affairs Manager, League of California Cities,
esasse@cacities.org, (951) 321-0771

Date: October 5, 2020

The purpose of this item is to provide an update of activities undertaken by the League of California Cities.

Requested Action:

1. Receive and file.

This item is reserved for a presentation from the League of California Cities Regional Public Affairs Manager for Riverside County.

Prior Action:

September 17, 2020: The Technical Advisory Committee received and filed.

Fiscal Impact:

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

Attachment:

None.

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Western Riverside Council of Governments Executive Committee

Staff Report

Subject: PACE Programs Activities Update: Review of WRCOG's PACE Programs Consumer Protections and Deferral of Judicial Foreclosures on Delinquent PACE Properties

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

Date: October 5, 2020

The purpose of this item is to provide an update on delinquent parcels and to request deferral of judicial foreclosure proceedings.

Requested Action:

1. Adopt 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.

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

Background

At the September 2020 Executive Committee meeting, staff was asked to return with an update on the history and current status of consumer protections as part of the WRCOG PACE Program. The following is intended to provide a review of consumer protections, touchpoints, and applicable PACE consumer protection laws, and the annual review of PACE delinquency data.

PACE Consumer Protections & Touchpoints

Adopted in December 2011, WRCOG launched its PACE Program under the authority of AB 811, passed in 2008, and subsequent legislation modifying Chapter 29 of the California Streets & Highways Code, which allows local government entities to establish voluntary contractual assessment districts for the purpose of installing energy efficient, renewable energy and water conservation improvements, financed as a lien placed on a property owner's property tax bill. The WRCOG PACE Program was one of the first in the State of California.

On December 7, 2015, the Executive Committee adopted a Consumer Protections Policy (CPP) for PACE providers. The Policy serves as a set of comprehensive industry consumer protection standards that PACE

providers are required to abide by in order to operate in the WRCOG PACE Program. The WRCOG CPP reflected legislative changes and consumer protection practices.

On October 4, 2017, Governor Brown signed into law two PACE-related pieces of legislation: SB 242 and AB 1284. SB 242 established and codified enhanced consumer protections for PACE Programs throughout the state, while AB 1284 created a framework for statewide oversight of PACE providers and contractors through the California Department of Business Oversight (DBO).

On February 5, 2018, WRCOG staff updated its CPP to be consistent with AB 1284 and SB 242. These pieces of legislation expanded consumer protections throughout California, including the creation of the 3-day right to cancel, expansion of financial disclosures, ability to pay requirements, and requiring a recorded confirm terms call.

Throughout the PACE financing process, property owners are engaged multiple times on multiple levels, from signatures to recorded calls. The following are all the consumer touchpoints during the financing process:

- 1) Signing the Application
- 2) ID Verification
- 3) Confirm Terms Call (Provider)
- 4) Signing the Assessment Contract
- 5) Quality Assurance Call before work begins (WRCOG)
- 6) Signing the Completion Certificate
- 7) Post-Construction / Pre-Funding Call (Provider)
- 8) Compliance Call (Provider)
- 9) Compliance Call follow-up (WRCOG)

These touchpoints are the result of years of adding additional consumer protections and developing the WRCOG Call Center. In addition to the Confirm Terms Call that is required by California law, WRCOG has its own dedicated call center. A Quality Assurance Call confirming all terms of the PACE contract and verification that the property owner understands that the PACE assessment is repaid through the property tax bill is conducted by WRCOG. Property owners are advised to begin setting aside a monthly payment to prepare for their increased property tax payment.

The most recent consumer touchpoint is the Post-Construction / Pre-Funding Call that all PACE providers under the WRCOG umbrella is required to make. Prior to the property owner signing the completion certificate, which allows the contractor to be paid, the PACE provider must complete a recorded call with the property owner that confirms the work has been completed.

Property Tax Payment Delinquencies

PACE delinquencies allow WRCOG to track whether property owners are making their PACE assessment payments. PACE assessments are a line item on the property tax bill and the property tax bill cannot be split and cannot be paid partially. That makes it virtually impossible to single-out whether the addition of a PACE assessment on a property owner's property tax bill is the sole cause of a late payment. One way to possibly gain some insight on whether properties with a PACE assessment are at an increased financial risk is to compare the delinquency rate for payment of property taxes associated with properties with PACE assessments to all properties in a population. For the years WRCOG has tracked these data, staff have consistently found that property tax delinquency rates among properties that have PACE financing are lower than the general population. Like all tax payments, these initial delinquency rates cure or improve over time in subsequent months as more homeowners get current on their payments.

Through July 31, 2020, the delinquency rate for properties with WRCOG PACE assessments was 1.43%, while the delinquency rate for most of California was 2.4%. For Riverside County, the WRCOG PACE assessment delinquency rate for this same period was 1.67%, while the delinquency rate for the entire county was 4.3%.

To ensure that WRCOG is never forced into a situation in which it initiates judicial foreclosure on any delinquent PACE assessments, WRCOG has partnered with a third party, First National Assets (FNA). FNA purchases the delinquent receivables, which allows WRCOG to defer judicial foreclosure while also completing bond owner payments. This structure of deferring judicial foreclosures through a third party purchasing the delinquent receivables has encouraged other bond issuers in California to make similar arrangements to prevent initiation of judicial foreclosure.

PACE Delinquencies for Fiscal Year 2019/2020

On September 14, 2015, the Executive Committee adopted a policy to review, on an annual basis, the number and amount of delinquencies and determine the assignment of collection rights, or to begin the judicial foreclosure process.

A delinquency means that the property owner(s) did not make timely payment of their property taxes (including the HERO Assessment installment(s)) for the past tax year and did not pay the delinquent HERO Assessment installments and any accrued penalties and interest prior to the date of the November Executive Committee meeting.

Under WRCOG's Master Bond Indentures, it is stated that any property owner that is delinquent in his or her tax bill on October 1 of each year will be subject to WRCOG initiating a judicial foreclosure process. However, WRCOG may elect to defer the judicial foreclosure proceedings if WRCOG has received or advances funds to cover the delinquent amounts. Previous actions by the Executive Committee include:

- 2014/2015 Tax Year – deferred 44 of 9,125 parcels totaling \$97,687.67
- 2015/2016 Tax Year – deferred 155 of 21,811 parcels totaling \$401,909.87
- 2016/2017 Tax Year – deferred 237 of 38,367 parcels totaling \$697,431.96
- 2017/2018 Tax Year – deferred 386 of 51,395 parcels totaling \$1,126,270.20
- 2018/2019 Tax Year – deferred 630 of 52,844 parcels totaling \$1,790,780.64

2019/2020 Tax Year Delinquencies: David Taussig & Associates (dta), WRCOG's PACE Assessment Administrator, issues a preliminary report that details the delinquencies for the tax year (Attachment 1). For the 2019/2020 Tax Year, WRCOG enrolled 43,120 assessments on parcels totaling \$116,462,023.17. As of July 31, 2020, the preliminary total delinquency rate is 1.43%, or \$2,095,416.37. For context, at the same time last year, the delinquency rate for all WRCOG PACE assessments was 1.07%. The delinquency rate for all properties in Riverside County is 4.3%.

Deferral of judicial foreclosure for Tax Year 2019/2020 will assign WRCOG's collection rights to a third party for 822 delinquent parcels totaling \$2,019,046.08.

For the past three years, FNA California, LLC, has purchased such delinquent receivables from WRCOG, thereby allowing WRCOG to make payments in a timely manner to bond owners during each fiscal year. Each year staff requests the Executive Committee to defer foreclosure since funds have been advanced to pay such delinquencies. Staff is requesting that the Executive Committee defer such foreclosures for delinquencies incurred during Tax Year 2019/2020 and each fiscal year in the future if a third party purchases the delinquencies.

Seniors & Foreclosures

Several of the questions raised during the September 2020 Executive Committee meeting were related to seniors and the number of property foreclosures that have occurred on properties that have a WRCOG PACE assessment. One of the population segments that receive additional oversight are seniors, as defined as an individual aged 65 or over. WRCOG has implemented efforts that result in additional scrutiny for PACE assessments that involve seniors. One of the first enhanced consumer protections implemented for seniors was the Confirmed Terms / Quality Assurance calls that were implemented by Renovate America. This call pre-dated the legislatively required call that resulted from Senate Bill 242. Additionally, in 2019, WRCOG changed its program to allow for a five-day right to cancel for property owners aged 65 or over. Also, during

2019, WRCOG modified its internal process to ensure that anyone with a PACE assessment aged 65 or over, is required to verbally or electronically confirm the terms of their financing with a WRCOG representative before allowing the project to proceed.

Individuals aged 65 and over account for approximately 24% of all PACE assessments; Census data estimates that individuals aged 65 and over account for approximately 29% of the overall population in California.

WRCOG has requested a title company review 400 PACE assessments in order to provide staff an estimation of the number of foreclosures. Staff will update the Executive Committee once the results have been received.

Prior Actions:

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.

October 7, 2019: The Executive Committee 1) deferred the judicial foreclosure proceedings on delinquent residential parcels of the 2018/2019 Tax Year and assigned WRCOG's collection rights to a third party for 630 delinquent parcels totaling \$1,790,780.64; and 2) authorized the Executive Director to enter in a Purchase and Sale Agreement with the third party, First National Assets, for the purchase of the delinquent assessment receivables.

Fiscal Impact:

None.

Attachments:

1. WRCOG Residential Delinquency Summary Report (FY 2019/2020).
2. 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.

Item 5.B

PACE Programs Activities Update: Review
of WRCOG's PACE Programs Consumer
Protections and Deferral of Judicial
Foreclosures on Delinquent PACE
Properties

Attachment 1

WRCOG Residential Delinquency
Summary Report (FY 2019/2020)

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Program	Fiscal Year	County	Total Levy	Delinquent Amount	Parcels Levied	Parcels Delinquent	DQ Rate on \$s	DQ Rate on #s
WRCOG Residential	2019-2020	Alameda	1,815,971.06	33,540.48	527	9	1.85%	1.71%
WRCOG Residential	2019-2020	Amador	88,101.98	-	33	-	0.00%	0.00%
WRCOG Residential	2019-2020	Butte	211,406.16	6,525.10	76	4	3.09%	5.26%
WRCOG Residential	2019-2020	Colusa	11,699.86	-	5	-	0.00%	0.00%
WRCOG Residential	2019-2020	Contra Costa	5,536,161.24	83,307.11	1,663	30	1.50%	1.80%
WRCOG Residential	2019-2020	Del Norte	2,732.12	-	2	-	0.00%	0.00%
WRCOG Residential	2019-2020	El Dorado	912,519.15	8,024.95	267	4	0.88%	1.50%
WRCOG Residential	2019-2020	Fresno	8,605,877.48	130,421.95	3,276	64	1.52%	1.95%
WRCOG Residential	2019-2020	Glenn	17,883.92	-	8	-	0.00%	0.00%
WRCOG Residential	2019-2020	Humboldt	19,105.74	-	6	-	0.00%	0.00%
WRCOG Residential	2019-2020	Imperial	1,218,908.38	35,150.43	613	19	2.88%	3.10%
WRCOG Residential	2019-2020	Kern	6,986,495.63	64,874.77	2,605	33	0.93%	1.27%
WRCOG Residential	2019-2020	Kings	911,429.70	10,148.65	390	7	1.11%	1.79%
WRCOG Residential	2019-2020	Los Angeles	3,976,982.45	45,098.16	1,147	20	1.13%	1.74%
WRCOG Residential	2019-2020	Madera	1,120,949.20	6,485.22	438	3	0.58%	0.68%
WRCOG Residential	2019-2020	Marin	491,605.28	10,457.92	111	1	2.13%	0.90%
WRCOG Residential	2019-2020	Mariposa	42,545.60	-	19	-	0.00%	0.00%
WRCOG Residential	2019-2020	Mendocino	12,719.12	-	5	-	0.00%	0.00%
WRCOG Residential	2019-2020	Merced	1,741,235.32	37,634.92	685	12	2.16%	1.75%
WRCOG Residential	2019-2020	Mono	21,347.96	-	8	-	0.00%	0.00%
WRCOG Residential	2019-2020	Monterey	467,362.74	2,527.74	135	1	0.54%	0.74%
WRCOG Residential	2019-2020	Napa	591,176.57	4,063.14	160	2	0.69%	1.25%
WRCOG Residential	2019-2020	Nevada	15,798.00	-	4	-	0.00%	0.00%
WRCOG Residential	2019-2020	Orange	13,283,082.01	205,038.01	3,646	52	1.54%	1.43%
WRCOG Residential	2019-2020	Riverside	39,503,615.50	661,272.37	13,815	257	1.67%	1.86%
WRCOG Residential	2019-2020	Sacramento	5,416,004.07	8,330.64	2,107	5	0.15%	0.24%
WRCOG Residential	2019-2020	San Diego	28,827,633.45	413,247.98	7,802	115	1.43%	1.47%
WRCOG Residential	2019-2020	San Francisco	316,515.18	9,667.23	67	3	3.05%	4.48%
WRCOG Residential	2019-2020	San Joaquin	6,410,211.68	112,936.26	2,348	48	1.76%	2.04%
WRCOG Residential	2019-2020	San Luis Obispo	114,387.50	1,460.65	32	1	1.28%	3.13%
WRCOG Residential	2019-2020	San Mateo	763,271.65	15,755.80	155	4	2.06%	2.58%
WRCOG Residential	2019-2020	Santa Barbara	6,381.18	-	2	-	0.00%	0.00%
WRCOG Residential	2019-2020	Santa Clara	2,309,504.52	16,370.04	631	6	0.71%	0.95%
WRCOG Residential	2019-2020	Santa Cruz	336,849.48	6,122.90	78	2	1.82%	2.56%
WRCOG Residential	2019-2020	Shasta	54,212.26	4,426.96	19	1	8.17%	5.26%
WRCOG Residential	2019-2020	Siskiyou	2,950.74	-	1	-	0.00%	0.00%
WRCOG Residential	2019-2020	Solano	3,093,855.50	22,801.75	986	7	0.74%	0.71%
WRCOG Residential	2019-2020	Sonoma	1,154,929.38	2,717.20	319	1	0.24%	0.31%
WRCOG Residential	2019-2020	Stanislaus	4,099,887.32	33,103.26	1,712	14	0.81%	0.82%
WRCOG Residential	2019-2020	Sutter	141,733.70	-	60	-	0.00%	0.00%
WRCOG Residential	2019-2020	Tehama	76,208.72	12,005.84	26	3	15.75%	11.54%
WRCOG Residential	2019-2020	Tulare	1,764,336.57	20,585.42	782	13	1.17%	1.66%
WRCOG Residential	2019-2020	Ventura	3,554,370.49	65,256.28	1,051	19	1.84%	1.81%
WRCOG Residential	2019-2020	Yolo	513,216.78	-	173	-	0.00%	0.00%
WRCOG Residential	2019-2020	Yuba	201,380.90	6,057.24	79	2	3.01%	2.53%
		Total	\$146,764,553.24	\$2,095,416.37	48,074	762	1.43%	1.59%

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Item 5.B

PACE Programs Activities Update: Review
of WRCOG's PACE Programs Consumer
Protections and Deferral of Judicial
Foreclosures on Delinquent PACE
Properties

Attachment 2

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

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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

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 “PACE Program”), which are collected on the secured property tax roll of the County of Riverside; and

WHEREAS, WRCOG has entered into a number of Master Indentures with The Bank of New York Mellon Trust Company, N.A., Wilmington Bank, National Association, and Deutsche Bank National Trust Company (each a “Master Indenture”) in connection with its PACE Program; and

WHEREAS, WRCOG has covenanted in certain provisions of each Master Indenture that WRCOG will order, commence, and diligently prosecute an action in the Superior Court no later than December 1 to foreclose the lien of any assessment (each such action, a “Foreclosure Proceeding”) which has been billed, but has not been paid as of October 1 of such year unless funds are advanced either by WRCOG or a third party to make payments to bondholders; and

WHEREAS, WRCOG and FNA California, LLC, (“FNA”) entered into a certain Purchase and Sale Agreement dated August 3, 2020, (the “Agreement”) pursuant to which WRCOG sold to FNA certain rights to receive the collection of certain delinquent assessments for the tax years specified in the Agreement (“Delinquent Assessments”) and received from FNA funds in an amount equal to the Delinquent Assessments along with a premium; and

WHEREAS, since FNA has advanced the funds for the Delinquent Assessments, WRCOG is able to make payments to bond owners under each Indenture in a timely manner and as such staff has determined that it is in the best interests of WRCOG to waive the Foreclosure Proceeding requirements of the Master Indenture for the 2020-2021 Tax Year and for each fiscal year thereafter, provided a third party agrees to purchase the Delinquent Assessments.

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 waives the Foreclosure Proceeding requirements of Section 5.3 of the Master Indenture for the

2020-2021 Tax Year and for each fiscal year thereafter, provided a third party agrees to purchase the Delinquent Assessments.

PASSED AND ADOPTED at a meeting of the Executive Committee of the Western Riverside Council of Governments held on October 5, 2020.

Kevin Bash, Chair
WRCOG Executive Committee

Rick Bishop, Secretary
WRCOG Executive Committee

Approved as to form:

Best Best & Krieger, LLP
Bond Counsel

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____



Western Riverside Council of Governments Executive Committee

Staff Report

Subject: TUMF Program Year in Review

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

Date: October 5, 2020

The purpose of this item is to provide an update on TUMF revenue since inception, Fiscal Year (FY) 2019/2020 revenues, TUMF project cost expenditures and committed funding, TUMF Credit Agreement allocations, and a summary of Measure A receipts.

Requested Action:

1. Receive and file.

WRCOG's Transportation Uniform Mitigation Fee (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. Each of WRCOG's member jurisdictions and the March JPA participate in the Program through an adopted ordinance, collects fees from new development, and remits the fees to WRCOG. WRCOG, as administrator of the TUMF Program, allocates TUMF to the Riverside County Transportation Commission, groupings of jurisdictions – referred to as TUMF Zones – based on the amounts of fees collected in these groups, the Western Riverside County Regional Conservation Authority and the Riverside Transit Agency.

TUMF Collections

The amount of revenue collected during the March - April 2020 time period has trended upwards. In May 2020, \$4.7 million was collected and \$5.7 million was collected in June. FY 2019/2020 fee collections totaled \$49.8 million. Before the COVID-19 pandemic emerged, revenues were projected at \$50 million for FY 2019/2020. Attachment 1 provides a summary of the most recent revenues by jurisdiction for FY 2019/2020.

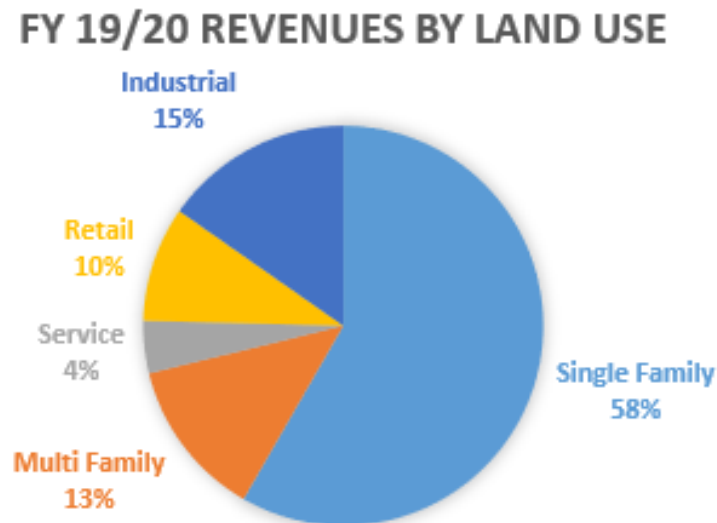
FY 2019/2020 Revenues by Zone

Revenues by Zone are shown in the table below. Approximately half of all revenue was collected in the Northwest Zone with the Central Zone and Southwest Zone each contributing 20% of the total revenue.

FY 2019/2020 Revenues by Zone	
Pass	\$2,349,573
Southwest	\$10,202,459
Central	\$11,336,669
Northwest	\$21,724,378
Hemet / San Jacinto	\$4,189,407
Total:	\$49,802,486

FY 2019/2020 Revenues by Land Use

Single-family residential continues to comprise the largest portion of TUMF revenue out of all the land use categories. For FY 2019/2020, industrial revenue made up 15%, multi-family residential at 13%, followed by retail at 10%, and service at 4%. Below is a graph that summarizes the information.



TUMF Revenue and Project Updates

The TUMF Program commenced and began to collect fees from new residential and non-residential projects in 2003. Since then, revenue from the Program has reached \$900 million. Revenue since inception by each jurisdiction and Zone is included in Attachment 2. Details of the amount of TUMF funding spent on completed TUMF projects and the amount that is currently programmed for projects by each jurisdiction is included in Attachment 3. An individual summary of each project by jurisdiction will be provided to each member agency following this meeting.

Attachment 4 lists the total amount of TUMF credits received and committed for each member jurisdiction. Credit agreements are executed when a developer pays for improvements on a TUMF facility in lieu of the fee obligation.

Attachment 5 indicates the amount of Measure A Local Streets and Road Program (LSR) funds each jurisdiction received in 2019. A jurisdiction within the WRCOG subregion must be a participant in the WRCOG TUMF Program to be eligible to receive Measure A LSR funds. Credit agreement total approximately \$181 million in TUMF Program improvements, in addition to the \$900 million in revenues.

Prior Actions:

September 9, 2020: The Administration & Finance Committee received and filed.

August 13, 2020: The Public Works Committee received and filed.

Fiscal Impact:

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

Attachments:

1. TUMF Program Revenues for FY 2019/2020.
2. TUMF Revenue since Inception.
3. TUMF Committed and Spent Project Dollars since Inception.
4. TUMF Credit Agreement Allocations.
5. Measure A Receipts by Jurisdiction.

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TUMF Program Year in Review

Attachment 1

TUMF Program Revenues for FY
2019/2020

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TUMF Program Revenue FY 2019/2020

Jurisdiction	2019 July	August	September	October	November	December	2020 January	February	March	April	May	June	Fiscal Year 19-20
Banning	\$18,292	\$0	\$0	\$0	\$9,146	\$0	\$0	\$0	\$0	\$0	\$0	\$9,146	\$36,584
Beaumont	\$118,898	\$219,504	\$407,170	\$0	\$182,920	\$54,876	\$8,878	\$108,540	\$64,022	\$0	\$0	\$283,526	\$1,448,335
Calimesa	\$0	\$273,809	\$0	\$0	\$0	\$9,146	\$9,146	\$389,594	\$67,133	\$6,075	\$18,292	\$9,146	\$782,341
Canyon Lake	\$27,438	\$18,292	\$9,146	\$0	\$0	\$9,146	\$0	\$0	\$0	\$0	\$0	\$9,478	\$73,500
Corona	\$337,370	\$156,640	\$83,190	\$0	\$38,129	\$79,742	\$73,168	\$92,010	\$0	\$97,814	\$137,899	\$0	\$1,095,962
Eastvale	\$245,360	\$0	\$153,350	\$73,168	\$251,494	\$104,278	\$85,876	\$381,003	\$79,742	\$0	\$308,512	\$110,880	\$1,793,663
Hemet	\$109,752	\$128,044	\$118,898	\$0	\$0	\$27,231	\$54,876	\$0	\$0	\$0	\$0	\$0	\$438,801
Jurupa Valley	\$1,015,950	\$220,164	\$259,176	\$329,256	\$287,189	\$183,580	\$0	\$246,942	\$220,164	\$213,920	\$649,366	\$109,752	\$3,735,458
Lake Elsinore	\$9,146	\$143,879	\$84,771	\$180,648	\$304,528	\$0	\$1,380,272	\$467,832	\$0	\$246,942	\$237,906	\$420,716	\$3,476,639
March JPA	\$0	\$678,386	\$1,106,945	\$0	\$664,431	\$0	\$0	\$103,842	\$0	\$0	\$730,495	\$6,562	\$3,290,662
Menifee	\$415,437	\$270,568	\$479,153	\$228,650	\$333,594	\$1,217,416	\$149,788	\$362,980	\$192,066	\$253,406	\$577,078	\$850,578	\$5,330,713
Moreno Valley	\$581,300	\$655,625	\$169,346	\$126,126	\$274,380	\$459,022	\$27,438	\$146,336	\$228,650	\$171,283	\$484,677	\$677,225	\$4,001,407
Murrieta	\$104,278	\$691,834	\$31,735	\$220,226	\$73,608	\$73,168	\$0	\$0	\$0	\$0	\$171,910	\$2,213	\$1,368,972
Norco	\$103,845	\$0	\$0	\$0	\$72,499	\$0	\$0	\$0	\$112,500	\$9,146	\$0	\$0	\$297,990
Perris	\$111,757	\$236,869	\$182,920	\$0	\$0	\$546,965	\$0	\$64,132	\$0	\$0	\$173,774	\$274,380	\$1,590,797
Riverside	\$626,829	\$62,438	\$122,985	\$194,336	\$9,146	\$1,676,729	\$549,494	\$0	\$117,260	\$186,891	\$278,709	\$600,868	\$4,425,684
San Jacinto	\$155,482	\$170,048	\$143,945	\$173,774	\$155,482	\$73,168	\$137,190	\$250,174	\$109,752	\$27,438	\$219,504	\$64,022	\$1,679,978
Temecula	\$0	\$0	\$981,440	\$45,950	\$91,900	\$104,278	\$233,092	\$9,146	\$4,549	\$0	\$0	\$9,146	\$1,479,501
Wildomar	\$89,727	\$27,438	\$18,292	\$18,292	\$18,292	\$147,773	\$0	\$45,730	\$0	\$45,730	\$172,408	\$109,752	\$693,434
County Central	\$9,146	\$0	\$36,584	\$210,358	\$18,292	\$0	\$27,438	\$47,912	\$18,292	\$9,146	\$36,584	\$0	\$413,752
County Hemet/S.J.	\$0	\$348,212	\$71,770	\$169,893	\$313,132	\$69,889	\$204,448	\$103,194	\$178,679	\$154,791	\$93,666	\$362,954	\$2,070,628
County Northwest	\$326,574	\$532,838	\$360,036	\$182,920	\$631,247	\$415,022	\$1,360,085	\$676,899	\$187,105	\$889,440	\$180,238	\$1,342,555	\$7,084,959
County Pass	\$0	\$9,146	\$0	\$18,292	\$18,292	\$0	\$18,292	\$18,292	\$0	\$0	\$0	\$0	\$82,314
County Southwest	\$263,995	\$172,508	\$289,850	\$223,476	\$124,361	\$113,045	\$150,095	\$246,653	\$386,797	\$340,521	\$314,805	\$484,308	\$3,110,412
Total	\$ 4,670,576	\$5,016,241	\$ 5,110,701	\$ 2,395,365	\$3,872,062	\$ 5,364,474	\$ 4,469,576	\$3,761,211	\$1,966,710	\$2,652,542	\$ 4,785,822	\$ 5,737,207	\$49,802,486

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TUMF Program Year in Review

Attachment 2

TUMF Revenue since Inception

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Northwest Zone since Inception	
Agency	Total Thru Program History
County	\$ 131,529,296.70
Riverside	\$ 89,614,126.04
Corona	\$ 40,138,257.93
Norco	\$ 6,229,801.91
March JPA	\$ 14,863,377.38
Eastvale	\$ 26,146,388.58
Jurupa Valley	\$ 28,360,844.14
Total	\$ 336,882,092.68

Southwest Zone since Inception	
Agency	Total Thru Program History
County	\$ 138,033,390.39
Temecula	\$ 40,886,567.90
Murrieta	\$ 55,649,250.95
Lake Elsinore	\$ 32,331,513.11
Canyon Lake	\$ 1,061,285.00
Wildomar	\$ 8,729,217.43
Total	\$ 276,691,224.78

Central Zone since Inception	
Agency	Total Thru Program History
County	\$ 49,875,045.44
Moreno Valley	\$ 90,315,279.84
Perris	\$ 33,405,856.28
Menifee	\$ 34,186,529.67
Total	\$ 207,782,711.23

Pass Zone since Inception	
Agency	Total Thru Program History
County	\$ 4,226,392.50
Calimesa	\$ 2,721,756.58
Banning	\$ 5,196,820.45
Beaumont	\$ 9,158,477.82
Total	\$ 21,303,447.35

Hemet/San Jacinto Zone since Inception	
Agency	Total Thru Program History
County	\$ 13,646,581.18
Hemet	\$ 19,334,550.53
San Jacinto	\$ 34,245,258.00
Total	\$ 67,226,389.71

Total Revenue thru FY 19/20	\$ 909,885,865.75
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TUMF Program Year in Review

Attachment 3

TUMF Committed and Spent Project
Dollars since Inception

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TUMF Expenditures and Programmed Funds since Inception			
Agency	Spent	Committed	Regional TUMF Funding
Banning	\$ 4,200,000	\$ 3,360,792	\$ 4,828
Beaumont	\$ -	\$ 6,500,000	\$ 4,868
Calimesa	\$ 1,600,000	\$ 7,250,000	\$ -
Canyon Lake	\$ 7,600,000	\$ -	\$ -
Corona	\$ 87,886,850	\$ 6,526,515	\$ 27,420,402
County	\$ 67,802,117	\$ 51,893,007	\$ 87,822,987
Eastvale	\$ 3,233,932	\$ 15,298,145	\$ 754,637
Hemet	\$ 7,316,594	\$ 3,883,390	\$ 19,722,269
Jurupa Valley	\$ 1,200,000	\$ 19,725,000	\$ 9,538,884
Lake Elsinore	\$ 14,820,913	\$ 14,909,999	\$ 7,877,219
March JPA	\$ 2,000,000	\$ 8,370,951	\$ -
Menifee	\$ 15,050,000	\$ 28,665,215	\$ 356,000
Moreno Valley	\$ 51,641,488	\$ 38,637,965	\$ 10,385,177
Murrieta	\$ 37,000,000	\$ 2,250,000	\$ -
Norco	\$ 4,800,000	\$ 1,254,000	\$ -
Perris	\$ 25,645,962	\$ 18,239,679	\$ 47,268,557
Riverside	\$ 83,939,000	\$ 20,902,000	\$ 18,389,876
San Jacinto	\$ 28,076,294	\$ 15,681,596	\$ 75,640,552
Temecula	\$ 11,400,000	\$ 30,011,060	\$ 36,786,148
Wildomar	\$ 9,325,000	\$ 23,937,517	\$ -

Note: Project funding may be applied to more than one city

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TUMF Program Year in Review

Attachment 4

TUMF Credit Agreement Allocations

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Credit Agreement Funding	
Agency	Spent/Committed
Banning	\$ 23,025,000
Beaumont	\$ 5,928,423
Calimesa	\$ 3,588,885
Canyon Lake	\$ -
Corona	\$ 49,185,000
County	\$ 28,143,639
Eastvale	\$ 15,502,528
Hemet	\$ -
Jurupa Valley	\$ 3,478,216
Lake Elsinore	\$ 1,274,845
Menifee	\$ 16,930,775
Moreno Valley	\$ 1,058,979
Murrieta	\$ 6,878,437
Norco	\$ 280,000
Perris	\$ 2,664,068
Riverside	\$ 3,332,421
San Jacinto	\$ -
Temecula	\$ 18,432,000
Wildomar	\$ 1,614,228
Total	\$ 181,317,443

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TUMF Program Year in Review

Attachment 5

Measure A Receipts by Jurisdiction

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Agency	Measure A 2019 Funding
Banning	\$ 651,000
Beaumont	\$ 1,038,267
Calimesa	\$ 188,686
Canyon Lake	\$ 204,962
Corona	\$ 4,658,115
County	\$ 8,718,468
Eastvale	\$ 1,491,268
Hemet	\$ 1,927,145
Jurupa Valley	\$ 2,306,472
Lake Elsinore	\$ 1,496,639
Menifee	\$ 1,918,407
Moreno Valley	\$ 4,720,198
Murrieta	\$ 2,675,678
Norco	\$ 740,527
Perris	\$ 2,079,994
Riverside	\$ 8,241,029
San Jacinto	\$ 962,807
Temecula	\$ 3,334,125
Wildomar	\$ 705,711
Total	\$ 48,059,498

* - Measure A totals for the County are for WRCOG and CVAG region for unincorporated areas

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